

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Electric Vehicle Conversions, LLC, 11043 Shoemaker Avenue, Santa Fe Springs, CA 90670 (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.

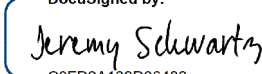
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

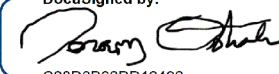
**22. CANCELLATION**

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

Electric Vehicle Conversions, LLC

DocuSigned by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 7/5/2024 | 8:42 AM CDT

DocuSigned by:  
  
By: C28D0B62DD12492...  
Jeramy Ostrander  
Title: CEO  
Date: 7/4/2024 | 8:39 PM PDT

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

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## Vendor Details

Company Name: Electric Vehicle Conversions, LLC  
Does your company conduct business under any other name? If yes, please state: Electric Vehicle Choice  
Address: 11033 Shoemaker Ave.  
Santa Fe Springs, CA 90670  
Contact: Jeramy Ostrander  
Email: jeramy@evchoice.com  
Phone: 562-273-7777  
Fax: 562-944-0169  
HST#: 85-4132110

## Submission Details

Created On: Wednesday March 20, 2024 16:02:39  
Submitted On: Thursday March 28, 2024 13:55:38  
Submitted By: Jeramy Ostrander  
Email: jeramy@evchoice.com  
Transaction #: ab5f9c3c-c693-4cb4-b9f1-dfd6f15d6313  
Submitter's IP Address: 98.149.117.245

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**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")	Electric Vehicle Conversions LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Subsidiary: Electric Vehicle Choice Americas ("EVCA") - HQ in NJ Partner OEMs (Corporate): Cenntro, SEA Electric, Motiv Power Systems, Hyzon, Odyne, EvoLectric, BisonEV, Voltu, Harbinger Partner Distributors: Mohawk Electric Trucks, PAPE Kenworth (EV Only)
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Electric Vehicle Conversions LLC d/b/a Electric Vehicle Choice ("EVC")
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A. EVC does not currently have a CAGE code or SAM UEI.
5	Proposer Physical Address:	11043 Shoemaker Avenue, Santa Fe Springs, CA 90670
6	Proposer website address (or addresses):	<a href="https://www.evchoice.com/">https://www.evchoice.com/</a>
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):	Jeremy Ostrander, CEO, jeramy@evchoice.com, (800)893-7711, 11043 Shoemaker Avenue, Santa Fe Springs, CA 90670
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jeramy Ostrander, CEO, jeramy@evchoice.com, (800)893-7711, 11043 Shoemaker Avenue, Santa Fe Springs, CA 90670
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	April Rosenquist, Sales Manager, april@evchoice.com, (800)893-7711, 11043 Shoemaker Avenue, Santa Fe Springs, CA 90670  Christine Ostrander, Chief Marketing Officer, christine@evchoice.com, (800)893-7711, 11043 Shoemaker Avenue, Santa Fe Springs, CA 90670

**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>Electric Vehicle Choice (EVC) is the most trusted and experienced distributor of Battery Electric, Hydrogen Fuel Cell Electric Vehicles and Fleet Electrification Products &amp; Services in the United States. Based in Southern California, the epicenter of the Electric Vehicle and Zero Emission Fleet Revolution, EVC and its affiliate companies have been advising public and private companies alike on Federal EPA and California Air Resources Board (CARB) compliance for over two decades. In fact, it was EVC's affiliate company, Diesel Exhaust &amp; Emissions (DEE), founded in 2007, that created the Diesel Particulate Filter (DPF) cleaning standards and retrofit solutions that were adopted by CARB and the State of California, and which are now being adopted by other CARB States. EVC is often called on as an expert by State Officials for CARB and CARB compliant states in support of their Zero Emission Fleet mandates.</p> <p>For reference, CARB States include Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New Mexico, New York, Oregon, Pennsylvania, Rhode Island, Vermont, Virginia, and Washington, all of which follow the California standards that EVC's CEO has worked on with CARB Officials on for over 20 years. More and more states join the CARB compact each year. In our company documentation, and as a testament to EVC's industry leadership, you will find a picture of EVC President, Jeremy Ostrander, with California Governor, Gavin Newsom, while presenting a Hyzon Hydrogen Fuel Cell Truck at a World Energy Hydrogen Fuel Cell Partnership event in conjunction with the Alliance for Renewable Clean Hydrogen Energy Systems (ARCHES). This Hyzon FCEV became the first Class 8 Hydrogen Truck registered with the port authority to gain new zero emissions compliance.</p> <p>Given the State of California's leading role in the electric vehicle revolution, and DEE's recognition as the premier resource on CARB mandates and regulations regarding heavy duty diesel exhaust and emissions, Christine Ostrander founded EVC in 2021, in response to (a) the overwhelming demand of DEE's customers to support their Fleet Electrification goals, and (b) Advanced Clean Fleets (ACF) and Advanced Clean Trucks (ACT) regulations which set aggressive mandates for the transition from Internal Combustion (ICE) engines to Zero Emissions Vehicles (ZEVs) over the next 20 years. Upon its founding, EVC became California's first 100% zero emissions commercial dealership and service center and the premier provider of top Electric Vehicle Brands including Motiv Power Systems, Phoenix Motorcars, Kenworth, SEA Electric, Hyzon, and others. Similar to DEE for Diesel in terms of ICE compliance and standards, these OEMs have come to rely on EVC's expertise in EPA &amp; CARB regulations in the development of their own electric vehicles and associated programs.</p> <p>Part of EVC's unique value add to both suppliers and customers is its expert knowledge of these vehicle systems. EVC is widely recognized for this expertise having developed the first of its EV Maintenance Curriculum with Palomar College in San Marcos, CA allowing for the launch of the groundbreaking "Zero Emissions Technology" Program preparing students for careers in the Heavy Duty EV technician field. The High Voltage Training and Safety Program with Palomar College offers courses in Heavy-Duty Electricity, Troubleshooting &amp; Repair of High Voltage Systems and Hydrogen Fuel Cells and Systems. EVC was also asked to be the keynote speaker for the Municipal Equipment Maintenance Association's (MEMA) 2022 National Meeting. With such expertise, it is clear why EVC is a trusted partner to manufacturers and customers alike when it comes to sales, service, training, regulatory development and advisory in this field.</p> <p>Critical to EVC's business model and as a testament to its leading position in the market, EVC is enrolled in the essential Federal and State government incentive programs to help both government and private fleets go electric. A few of these programs include (a) the Federal Inflation Reduction Act (IRA), under which EVC is a certified Clean Energy Officer, allowing the company to generate point of sale rebates for customers for each transaction, (b) California Heavy Vehicle Incentives Program (HVIP), which is being adopted by the federal government and 17 other states across the country, (c) California CORE, (d) the Volkswagen (VW) Mitigation Trust, which disburses settlement funds to support electrification, (e) Energize Electric Infrastructure, and, (f) The 45W Federal Program, which offers customers – including government agencies without tax liabilities – the opportunity to receive point of sale rebates on electric vehicles and related accessories. Certified enrollment of EVC (as distributor) and its Partners OEMs (as manufacturers) will be key to EVC and its Partner OEMs upon a Sourcewell award, as (currently) the market is heavily subsidized. As an example, the City of Long Beach agreed to purchase 21 Class III-V Electric Trucks for \$4,568,400 on which EVC was/is able to secure \$2,108,850 (including the now available Federal funds) in grants. Whereas other vendors may not have the Certifications and Enrollments with the grant agencies to pass along Incentives and Rebates to Public Entities, EVC does.</p> <p>Given EVC's leading position as an Innovation Leader for these critical low-emission emerging technologies, a Certified</p>

		<p>Vendor for the most critical Incentive programs to benefit public and private fleets alike, as well as a long-time trusted sales and service center to the top EV OEMs in the industry, it is clear why so many OEMs chose EVC to lead the Sourcewell RFP on their behalf. EVC is eager to support Sourcewell Members with its expertise and support as they, too, go electric.</p> <p>As part of EVC's commitment to supporting its existing and future Sourcewell Member Customers, and Sourcewell in response to this RFP, EVC is proud to have work with cooperative contract experts at Mohawk Electric Trucks, with a former employee of a four (4) time Sourcewell Awardee. This vendor earned, in 2018, the Sourcewell Legendary Leadership Award based on its consistent performance with Sourcewell over multiple awards, and securing multiple State level adoptions. This vendor currently sits on Sourcewell's Vendor Advisory Council, and is the top performing vendor in its Fleet category. Mohawk Electric Truck's Sales Manager will join EVC as Market Development Officer, and as President of EVCA, responsible for administering and marketing a Sourcewell Award, training EVC and Partner OEM salesforce on use of the Sourcewell Awarded Contract, and executing State-level Contracts. EVC and our Partner OEM are thrilled to make the investment in this Market Development Officer position, as it will greatly enable our contracting success with Sourcewell and its Membership, as supported by a key agent for one of Sourcewell's longtime, leading vendors.</p> <p>With its strong operating history, and investment in EVC's Market Development capabilities as mentioned above, EVC was selected as the sole authorized Sourcewell Agent / Distributor for more than 10 brands on this Contract. At the direction of EVC's Market Development Officer-who has extensive experience structuring and operationalizing Sourcewell Contracts as both a vendor and consultant, EVC has structured our offering and pricing such that OEM Direct Sales and Dealers/Distributors would be incentivized to leverage the Contract and serve Sourcewell Members across the Country, under EVC's Sourcewell Contract. We believe this to be a critical component to best-serve Sourcewell Members, to be a key partner to Sourcewell in the organization's endeavor to help members electrify their fleets, and to ensure customers have a positive electrification experience, from initial outreach for the first unit to operations, training, service and maintenance. This positive experience is important to EVC as a company, and as a group of professionals deeply committed to low emission, electric transportation. To build this movement, EVC is committed to ensuring the satisfaction of each customer and member who is choosing to go electric. EVC's "group offering" composed of 10+ Partner OEMs and Distributors under EVC's Contract represents, without a doubt, the largest sales and service network dedicated solely to Electric Vehicles in the Country, comprising hundreds of Sales Professionals and more than 2,000 ASE and/or DOT Certified Service Technicians.</p> <p>EVC "Core 8" Values include;  Sustainability: We prioritize environmental sustainability by distributing electric vehicles, aiming to reduce emissions and conserve resources for a positive impact on the planet.</p> <p>Innovation: Core to our business, we continuously explore new technologies to lead the electric vehicle industry, driving progress for a better future.</p> <p>Customer-Centric Approach: Focused on understanding and meeting customer needs, we deliver exceptional service built on trust, transparency, and responsiveness.</p> <p>Accessibility: Making electric vehicles accessible to all, we offer diverse, affordable options applying all commensurate government funding and incentives along with accessible financing in order to democratize sustainable transportation. EVC heavily advocated for small business and small fleets, having championed the Innovative Small E-Fleet (ISEF) set-aside with and for the CA HVIP program.</p> <p>Integrity: Upholding honesty, fairness, and ethical behavior in all interactions, we build trust with customers, partners, and employees for lasting success.</p> <p>Collaboration: By fostering collaboration internally and externally, we address challenges and achieve shared goals effectively.</p> <p>Diversity and Inclusion: Celebrating differences, we foster an inclusive environment where all are valued, respected, and empowered to contribute their best.</p> <p>Safety: Safety is paramount. We prioritize the well-being of our stakeholders by adhering to rigorous safety standards and practices throughout our operations ensuring the reliability and trustworthiness of our products and services.</p>
11	<p>What are your company's expectations in the event of an award?</p>	<p>Our expectation in the event of award</p> <ul style="list-style-type: none"> <li>- Support and promote the Sourcewell Multiple award schedule with our partners and customers.</li> <li>- Attend government trade shows and develop Sourcewell and government procurement marketing, sales, and operating collateral to support Sourcewell members.</li> </ul> <p>Enroll current sales and sales administrative staff in Sourcewell U.</p> <ul style="list-style-type: none"> <li>- Initiate Sourcewell Training Roadshow for all Partner OEM's including Direct Sales and Distributors, led by EVC Market Development Officer, who has trained over 800 Sales Rep on using Sourcewell and other cooperative contracts, resulting in hundreds of millions in sales.</li> <li>- Continue learning and networking by attending the annual H2O Conference.</li> <li>- Reinforce the consultative relationship developed between EVC Market Development Officer staff and the State's Contracting Officers up to and including state adoptions.</li> <li>- Seek statewide adoptions.</li> </ul> <p>Help government fleets achieve zero emissions mandates and be successful with these new technologies.</p> <ul style="list-style-type: none"> <li>- To vigorously market and offer EVC Driver and Operator training and EVC High Voltage / EV Maintenance Technician and Safety Training to properly maintain and diagnose, as Operator and Tech training is the underpinning of successful EV Fleet Transition and the precursor of Fleetwide Adoption from trial vehicles.</li> <li>- To secure an imminent \$3M Purchase Order from the City of Long Beach (SW Member No. 152466), which has issued a conditional purchase order to EVC upon securing a cooperative contract, most preferably Sourcewell.</li> </ul>
12	<p>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>	<p>Please see attached "Letter of Good Standing" from US BANK.</p>
13	<p>What is your US market share for the solutions that you are proposing?</p>	<p>EVC Partner OEMs represent a substantial percent of Commercial Heavy Duty (Class IV-VIII) Electric Vehicles sold across North America, controlling an estimated 10-50% market share, by class. As the Sourcewell Representative for these brands, EVC and our partners will drive significant business through the Sourcewell Contract, and meet the needs and mandates of Sourcewell Member and a multitude of public fleet use cases, from Class 5 Aerial / Utility Trucks, to RePowered or New Class 7 Dump Trucks.</p> <p>Estimated Market Share for Partner OEMs is as follows</p> <ul style="list-style-type: none"> <li>Class IV: 30% (Phoenix 25%, Cenntro 5%)</li> <li>Class V: 50% (Motiv 30%, SEA Electric 20%)</li> <li>Class VI: 20% (Kenworth 10%, SEA Electric 10%)</li> <li>Class VII: 10% (Kenworth 10%)</li> <li>Class VIII: 15% (Hyzon 5%, Kenworth 10%)</li> </ul> <p>RePower/Conversion Market for Class III-VIII: &gt; 50% (BisonEV, Evolectric, Voltu)</p> <p>Note, EVC only represents Kenworth's Class VI-VIII Commercial Electric Trucks (via Pape), not it's Internal Combustion lines.</p>
14	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>EVC Partner OEMs currently serve both the U.S. and Canada. As the Canadian marketplace for Electric and Zero Emission vehicles expands, so too will our investment in the marketplace. Part of the challenge for Fleet Electrification in Canada is temperature. This challenge is being mitigated by improving Electric Vehicle Technology including battery conditioning.</p>

15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, EVC has not 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?	EVC is best described as the Master Distributor or Sales Agent for the Partner OEMs represented in this RFP. This includes representation for Partner OEMs Direct Salesforce and Distributors, who upon award will (based on how EVC has structured the RFP response) have access to and are incentivized to leverage the Contract, with EVC as the Prime Vendor.  As an example, Phoenix Motor Company, which has selected EVC to be its sole authorized distributor/agent to pursue this Sourcewell Contract, has structured its offering to EVC such that Phoenix Direct Sales Force (9), Direct Service Force (30), Dealers (8), and Dealer Sales and Service Team (300) are all incentivized to leverage the program through EVC. By structuring operations in this way, Sourcewell Members will benefit from nationally awarded, locally-sourced and supported electric fleet offerings.  EVC is also a service center, upfitter, electric vehicle conversion company (a/k/a RePowerer) with significant technical expertise and capabilities. EVC installs bodies, accessories (liftgates, stake beds, utility cranes, etc.), and conversion kits for RePower.  EVC is also a highly sought after advisor/consultant to private and public fleets alike, including, recently, by the Department of Environmental Quality for the State of Oregon, CARB, and Heavy Duty Trucking Schools for curriculum development as it relates to Diesel/CARB Compliance, and High Voltage Training, Maintenance and Safety.  EVC's Partner OEM Letters of Supply for Sourcewell are attached to this RFP (ref, "Letters of Supply.")
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.	-EVC holds the requisite Dealer Licenses to sell vehicles nationwide via broker endorsement. -EVC is a Certified Dealer and Service Center for the Partner OEMs it represents for this RFP. EVC is certified as a dealer and officer for the critical Federal and State Incentive/Rebate programs to support the electrification of its customers and Sourcewell Members. -Occupational Dealer License, with Nationwide Broker Endorsement Federal IRA Clean Energy Officer License -Certified CA Heavy Duty Vehicle Incentive Program (HVIP) Dealer Certified VW Mitigation Dealer -Factory authorized sales and service center for each of our respected manufacturers.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not applicable. EVC has not been subject to Suspension or Debarment.

**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	- For its leadership in the EV industry, EVC was given the honorary role of presenting California Governor Gavin Newsom with the first Class 8 Hydrogen Fuel Cell EV Truck at the World Energy Event. - EVC has been showcased in Calstart Ride and Drive events with all electric commercial trucks. - EVC was keynote presenter at Municipal Equipment Maintenance Association meeting in 2022 - EVC was selected to serve on the advisory committee for the Palomar College "Zero Emissions Technologies" curriculum for maintenance and safety. - EVC was selected by Certified Safe Driver School (CSD) to establish the first training courses for driving heavy duty zero emissions vehicles. - EVC and our Partner OEMs have also been widely recognized for their innovations in the field of emerging electric vehicle technologies
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 50% of EVCs sales over the past three years were to the governmental sector.
21	What percentage of your sales are to the education sector in the past three years	Approximately 10% of EVCs sales over the past three years were to the education sector.
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?	This is EVC's first RFP response to any federal, state, or cooperative contracts. With the hiring of EVC's Market Development Officer (MDO) as mentioned above, EVC and its Partner OEMs will be investing heavily in cooperative contracts with Sourcewell, given more than 80% of government fleet spending on EVs occurs at the political subdivision levels. Additionally, under the leadership of EVC's Market Development Officer, EVC and our Partner OEMs will pursue State-level Contracts with Sourcewell, of which our MDO has secured many, including Sourcewell's first adoption with the State of Texas.
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?	Not applicable. At this time, EVC is focused on public fleets at the State and Political Subdivision (Municipal, County, City, District) level.

**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 *
State of Oregon (SW Member No. 8269)	Kevin Downing (DEQ)	503-229-6549
San Diego School District (SW Member No. 150786)	John Burciaga	619-559-7502
City of Burbank (SW Member No. 21326)	John Regan	818-823-3474
New Jersey City University (SW Member No. 60977)	Patrick Bartole	201-200-3559
City of Los Angeles (SW Member No. 31706)	Dean Tedtaotao	626-703-8267

**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 *
San Diego Unified School District (SW Member No. 6121)	Education	California - CA	Designed, built and deployed worlds first full-size all-electric meal truck (Chassis: SEA Electric) Designed, built and deployed an all-electric community outreach vehicle (Chassis: SEA Electric)	\$750,000	\$750,000
Office of State Superintendent of Ed. - District of Columbia (SW Member No. 11973)	Education	District of Columbia - DC	Deployment of 10 zero emission cutaway chassis / school buses (Chassis: Phoenix)	\$3,681,490	\$3,681,490
Department of Transportation - Wisconsin (SW Member No. 9118)	Government	Wisconsin - WI	The Wisconsin DOT is purchasing 6 x Z400 Electric Shuttles and 6 x Level 3 DC Fast Chargers. (Chassis: Phoenix)	\$1,400,000+	\$1,400,000+
County of San Bernardino (SW Member No 33000)	Government	California - CA	Designed, upfitted and deployed two (2) all-electric Pediatric Asthma "Breathe" Mobile. (Chassis: Harbinger). The City plans to replace entire fleet of Breathe Mobiles with EVs.	\$995,556	\$995,556
Port of Oakland (SW Member No. 93685)	Government	California - CA	Port of Oakland purchased 2 x Z500 Electric Utility Trucks and purchased and installed 2 x Level 3 DC Fast Chargers.(Chassis: Phoenix)	\$500,000+	\$500,000+

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	<p>EVC is a Dealer and Service Provider, as well as the "Master" Distributor and Sourcewell Agent for Partner OEMs Represented on this RFP. EVC's Partner OEMs have organized their offering to EVC for this Sourcewell RFP such that said OEM's Direct Sales and/or Distributors (including EVC, as applicable) are incentivized to leverage EVC's Sourcewell Contract. Accordingly, (a) EVC internal sales force is Direct, (b) the sales force for EVC as the "Master" dealer for it's Partner OEM's includes OEM Direct Sales, who- in the case of most OEMs-assist the (c) indirect sales reps of their Distributors. Critical to the structuring of this business model is that the commercial organization for Partner OEM's represented by EVC are aligned, incentivized to participate, leverage the contract, and support Sourcewell Members with their fleet electrification needs and mandates. Not only does this represent the most effective structure to activate sales networks for cooperative programs like Sourcewell, but as a result, this structure would almost certainly represent the most expansive network dedicated to the exclusive sale of electric vehicles to the government, with brands including Motiv PowerSystems, Harbinger, SEA Electric, Cenntro, Phoenix Motorcars, Voltu, BisonEV, Evolectric, Hyzon, Odyne, and Kenworth EV (Pape).</p> <p>In addition, EVC's Market Development Officer (MDO) was a government sales trainer, training over 800 sales reps and distributors to sell using Sourcewell and other Cooperative Contracts. Our MDO will leverage his relationship with these 800 Sales Representatives (most of whom have executed transactions via Sourcewell through his previous company's contracts) to generate warm leads for EVC and Partner OEMs. These 800 Sales Reps are active and "on the street" with Government Fleet customers each day, and know how to engage with customers regarding their fleet needs and Sourcewell's ability to support said needs.</p>
27	Dealer network or other distribution methods.	Please refer to Question 26.
28	Service force.	<p>EVC and Partner OEM Distributor/Supplier Service Technicians include a network of over 2,200 DOT and/or ASE certified technicians, offering comprehensive fleet maintenance and management services across the United States, with a quoted response time of 24-48 hours.</p> <p>As electric vehicles are a relatively emerging technology, this network employs a robust train-the-trainer program with electric vehicle experts, who train with OEMs or certified OEM representatives to perform diagnostics, preventative maintenance, service and repair. As example, one of our OEM suppliers has over 200 such certified technicians. In addition to service and training on the vehicles themselves, many of these technicians are trained to perform preventative maintenance, service and repair of multiple brands of EV Chargers</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Order Process</p> <ol style="list-style-type: none"> <li>1) EVC creates a proposal (quote) after our direct sales force or our OEMs direct sales force or distributors determine the Sourcewell member needs, including applicable and available incentives, which EVC will help customers apply for, or apply for directly, depending on the incentive program.</li> <li>2) EVC sends the Sourcewell proposal to the fleet manager and/or purchasing department, with a CC to our partnering OEM's sales lead</li> <li>3) Member issues purchase order directly to EVC as the vendor of record or EVCA, as an Authorized Distributor of EVC EVC or EVCA issues PO to OEM and/or OEM's Distributor to submit order to initiate manufacturing.</li> <li>4) EVC / EVCA issues PO to body manufacturer and upfitter, and develops project plan/schedule from order to delivery.</li> <li>5) Vehicle shipped to member from OEM or Upfitter.</li> <li>6) EVC processes incentives paperwork to ensure either Member or EVC can take the incentives. If EVC takes the incentives, 100% of the incentive is passed through to the Member as a direct saving.</li> <li>7) EVC invoices the member, including application of the Incentive amount, thus reducing the cost, as applicable.</li> <li>8) EVC remits quarterly Sourcewell administrative remittance</li> </ol> <p>As the awarded vendor of record, EVC processes all orders and transactions. If an order is received by our resellers or supplier partners, it is forwarded to EVC for processing. As such, EVC has complete control and access to every transaction by every Sourcewell member and is able to submit timely and accurate quarterly sales reporting.</p> <p>Dealers do not accept purchase orders, dealers sell, EVC handles the paperwork trail to ensure contract compliance, sales reporting and Sourcewell administrative remittance.</p>

<p>30</p>	<p>Describe in detail the process and procedure of your customer service program, if applicable.</p> <p>Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>EVC, Partner OEMs, Distributor and Associated Services Providers include over 2,200 DOT and/or ASE certified technicians, offering comprehensive fleet maintenance and management services across North America. When service is required, members will reach out to their local dealer for support, who will call the customer and first try to troubleshoot any issues over the phone. In many cases, given Heavy Duty Electric Vehicles are new technologies to many, issues are resolved upon these calls. Additionally, given the "connected" features of these vehicles, Service Technicians can leverage remote diagnostics and reporting to see any fault codes, and walk customers through to resolution. In most cases, drivers/operators and maintenance technicians simply require an experienced technical resource to remotely support their tickets.</p> <p>It should be noted, that the aforementioned remote diagnostic capabilities are enabled to highlight fault codes and - via predictive analytics - suggest preventative measures before they become an issue, thereby getting ahead of the customers call.</p> <p>When local technicians need to be dispatched, they will service members within a quoted 24-48 hours. Given the network of 2,200 DOT/ASE techs, which includes fixed and mobile techs (and as seen on the Service Map attached to this RFP), Members are rarely far away, especially given that the majority of HD EVs are sold in denser population centers.</p> <p>Services include:</p> <p>Maintenance Services: EVC and Partner OEMs offer a variety of maintenance solutions tailored to fleets, including preventive, corrective, and predictive maintenance. We provide specialized maintenance procedures to ensure optimal performance and longevity of electric fleets.</p> <p>Mobile Maintenance: In addition to on-site services, EVC and Partner OEMs provide mobile maintenance capabilities, whereby skilled technicians are dispatched with service trucks to perform repairs and maintenance tasks wherever our clients' vehicles are located, even while on the road. This gives customers peace of mind, especially when operating EVs, which some customers still have "battery range anxiety."</p> <p>Compliance and Inspection Services: We specialize in assisting clients in ensuring compliance with relevant regulations and standards, including DOT regulations, emissions standards, safety inspections, and other legal requirements. Our services extend to Electric Vehicle (EV) inspections, ensuring that their EV fleet meets all regulatory standards.</p> <p>Training: We provide comprehensive training programs tailored to fleet operators, including driver training to promote safety and efficiency on the road, maintenance training to empower their team of technicians with the skills necessary for routine upkeep and repair tasks, and train-the-trainer training to ensure that their internal trainers are equipped to effectively educate and empower their technicians. Especially for High Voltage HD EVs, training is essential. As part of our offering under this RFP, EVC offers a High Voltage Technician Kit, a ½ day operator, and 1.5 day technician training, as EVC's founder developed with Certified Driving School and Palomar College, respectively.</p> <p>Data Analytics and Reporting: Partner OEMs offer cloud-based diagnostic solutions that leverage advanced technologies to proactively identify potential issues before they arise, ensuring optimal fleet performance and minimizing downtime. These online platforms provide customers with real-time access to monitor their fleet's performance, track maintenance activities, and view the status of mobile dispatches for technicians. This comprehensive approach empowers fleet operators to make informed decisions, optimize resources, and maximize EV operational efficiency.</p>
<p>31</p>	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.</p>	<p>EVC is the Master Sourcewell Distributor / Sales Agent for over 10 brands for this RFP, and has structured our contract offering and pricing to ensure all OEM Direct Sales, and Dealers/Distributors are incentivized to leverage the Contract, and serve, sell to and service Sourcewell Members across the County. This "grouping" of OEMs and Distributors under EVC's Contract represents the largest, most experienced sales and service network dedicated solely to Electric Vehicles, and covering the entire U.S.</p> <p>EVC was chosen as the Master Sourcewell Dealer for so many OEMs for this RFP given its leading market position and long operating history in fleet emissions compliance, electric vehicles, and as a Distributor, Upfitter, and Service Center for these brands, in addition to and the fact that EVC is enrolled in the key incentive and rebate programs to ensure marketplace success.</p> <p>Additionally, Partner OEMs were encouraged to join our RFP by EVC's hiring of an experienced Market Development Officer hire, who is a former partner at a 4 time (and current) Sourcewell Contract Holder, Sourcewell "Legendary Leader" Vendor, and leading (by contract spend) vendor in its Fleet Category. EVC has hired this Officer, to operationalize the contract on behalf of EVC, our Partner OEMs, and their distribution/sales and service networks. In addition to the sales and service network mentioned above, EVC's Market Dev Officer has trained over 800 sales reps in an adjacent fleet category to sell using the Sourcewell Contract, and will leverage this network of 800 strong to facilitate warm lead generation to the thousand of agencies that he and Partner OEMs have sold fleet equipment to, to support fleet electrification needs and mandates of these same Sourcewell Members.</p>
<p>32</p>	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.</p>	<p>EVC Partner OEMs currently serve both the U.S. and Canada. As the Canadian marketplace for Electric and Zero Emission vehicles expands, so too will our investment in the marketplace. Part of the challenge for Fleet Electrification in Canada is temperature. This challenge is being mitigated by improving Electric Vehicle Technology including battery conditioning.</p>
<p>33</p>	<p>Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.</p>	<p>EVC, Partner OEMs and/or OEM Distributors will serve both the United States and Canada.</p>
<p>34</p>	<p>Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract.</p> <p>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?</p>	<p>EVC will serve all Sourcewell Participating Entity Sectors.</p> <p>EVC and Partner OEMs have a National Presence.</p> <p>EVC is not limited by other contracts in its ability to serve Sourcewell Membership.</p>
<p>35</p>	<p>Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.</p>	<p>No Limitations.</p>



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>EVC and Partner OEM marketing materials will include:</p> <ul style="list-style-type: none"> <li>- A dedicated Sourcewell website <a href="http://www.evchoice.com/Sourcewell">www.evchoice.com/Sourcewell</a>.</li> <li>-EVC has hired an experience Sourcewell and Cooperative Contracting vendor to operationalize the Contract, including training of EVC Staff and Partner OEMs and their dealers, developing marketing and sales collateral, as well as the administrative systems required for reporting. This individual will be our Market Development Officer (MDO), and has trained over 800 Sales Reps on using Sourcewell, has secured State-level contracts with Sourcewell. Our MDO's previous organizations was awarded the Sourcewell Legendary Leadership Award in 2018, is a four-time Sourcewell Contract awardee, and is the leading vendor by total sales volume, in an adjacent Fleet Category to this RFP. EVC and our Partner OEMs are very excited to welcome this team member to support our business and marketing strategy and service to Sourcewell and Sourcewell Membership.</li> <li>- Co-branded EVC and Partner OEM marketing materials to drive Partner OEM and OEM Distributor Customers towards EVC's Sourcewell Contract. An example of this type of co-branded marketing collateral for EVC and Phoenix Motorcars is included in our RFP package.</li> <li>-Sourcewell contract quote template with Sourcewell logo, contract number, effective date generated for all customers, in consultation with area Sales Representative.</li> <li>-Promotion of the Sourcewell contract at industry trade shows, trade magazines, directly and/or in conjunction with our Partner OEMs.</li> <li>-Sourcewell logo on EVC website Homepage and online collateral.</li> <li>-To promote state adoptions of the Sourcewell contract, EVC and/or Partner OEMs will attend state government fleet and state purchasing seminars, and other industry events, which may include WTS, APTA, ACT Expo, GovFleetEXPO, and others.</li> <li>-Marketing mailers and/or email blasts to thousands of prospective customers</li> </ul>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>EVC and Partner OEMs have a high response rate on social media platforms. EVC will work with our Partner OEMs to use these platforms to promote this contract should it be won. These platforms include Instagram, Twitter, Facebook, YouTube, LinkedIn and on the company's website blog.</p> <p>A recent blog from EVC's Partner OEM EVOLECTRIC highlights Vice President Kamala Harris discussing her conversation with EVOLECTRIC Founder Jakson Alvarez, and the important work his company is doing by, in Vice President Harris' words "transitioning this diesel truck that's on its last wheels...to being an electric vehicle." Upon securing the contract, EVC in conjunction with its Partner OEMs will utilize these channels to promote the availability of its electric truck offerings through the contract.</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP?  How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We believe that Sourcewell's role in promoting Contracts arising from this RFP to include;</p> <ul style="list-style-type: none"> <li>- Creating landing page for EVC highlighting EVC Products and Services and those of our OEM Partners</li> <li>- Public Announcement / Press Releases noting the awarded vendors for this contract / commodity category</li> <li>- Beyond the above, sales success is in the hands of the vendors to spread the word and market (sell) the products included in the award. Nothing further is expected, as Sourcewell is not expected to be a subject matter expert on products and services offered, but rather a procurement resource for Members and Vendors.</li> <li>- In his extensive experience operationalizing Sourcewell Contracts, EVC's Market Development Officer will support EVC and Partner OEMs. He has extensive working knowledge of the Sourcewell / Member / Vendor ecosystem, having executed tens of millions in Sourcewell sales in an adjacent fleet category.</li> <li>- If awarded, EVC will deeply integrate Sourcewell not only into our sales process, but everything from marketing (including collateral development) to administration and accounting (to develop the requisite reporting and issue accurate administrative remittance to Sourcewell and the State who sign participating addendums). EVC will invest heavily in training for its internal team and Partner OEMs, sales and marketing collateral development, quote template development, and its social media presence.</li> </ul>
39	Are your products or services available through an e-procurement ordering process?  If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>E-procurement is not available because EVC products do not "fit" an e-procurement ordering process. It is not feasible because EVC products are tailored to meet the needs of individual Sourcewell Members, and can therefore not be ordered on an e-procurement site.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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<p>40</p>	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities.</p> <p>Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>EVC is excited to offer the following trainings, including at no cost when purchased with a vehicle, and at a cost (see pricing) otherwise.</p> <ul style="list-style-type: none"> <li>- Training on how to properly manage the low voltage (12 volt) batteries from draining.</li> <li>- Training for drivers to understand driving patterns/habits and safe operating requirement of Heavy Duty EV's.</li> <li>- Service training so mechanics better understand how to properly maintain and diagnose</li> <li>- Safety training on working around high voltage vehicles with proper supplies and knowledge. EVC is also offering a High Voltage Maintenance Tech package (see pricing).</li> <li>- Vehicle charging procedures and habits to help prolong High Volt Battery life and reduce battery degradation</li> </ul> <p>Our service group has the ability to provide hands-on instructional training on either operational use geared more to drivers and dispatch personnel, or technical training for the service and repair side of the vehicle.</p> <p>For our more extensive trainings, we also get into diagnostic steps to troubleshoot fault codes and go through the process of making corrective repairs using our manual.</p> <p>With the separate subscription to onboard Telematics, members can purchase training programs that guide them through the use of the system. We also personalize it to fit the needs of each individual customer and build the automatic reporting side, which provides instant alerting of charger or vehicle concerns.</p> <p>As an example for one of our Partner OEMs, Phoenix Motors, the following materials are given to each and every customer at the time of sale:</p> <ul style="list-style-type: none"> <li>- Training deck – Each customer is provided a PowerPoint training presentation developed to help operations become more familiar with the product and give the basics in how to use the electric vehicle.</li> <li>- Instrument Placard – Is a quick reference placard for instrument cluster descriptions and symbol identification, plus warning light diagnostic quick tips.</li> <li>- High Power Drivetrain Owner's Manual – Each customer is given a detailed owner's manual which highlights a wide range of useful operation and safety guidelines for our vehicles.</li> <li>- Maintenance and DOT Inspection Form – Document was developed specifically for our vehicles under the routine preventative maintenance inspections done monthly.</li> <li>- R&amp;R Manual – A detailed repair manual for technician use when servicing the PMC electrification portion of the vehicle and is given to all customers at time of sale.</li> </ul>
<p>41</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>Odyne Systems - Plug in Hybrid + Electric Power Take-off ("ePTO") Conversion Systems to reduce Carbon Dioxide and Nitrous Oxide emissions of new and existing vehicles in the field by up to 60 and 90%, respectively, particularly for Heavy Duty work performing while idling. These systems can be installed on any Class IV-VIII government fleet vehicles, including Aerials, Bookmobiles, Boom Trucks &amp; Cranes, Box Truck / Reefer, Bucket Trucks, Cable Pulling/Tensioning, Concrete Mixer Trucks, Digger Derricks, Dump Trucks, Forestry, Fuel &amp; Lube, Hi-Rail Trucks, Mechanics Trucks, Refuse &amp; Recycle, Scissor Lift Platform, Street Sweepers, Tanker Trucks, Track Equipment, Water Trucks. Odyne is HVIP and IRA Approved for up to \$40,000 Incentive. Please see Odyne's Marketing Materials uploaded to this RFP, specifically the Emissions Overview.</p> <p>Harbinger Motors will be the first Cab and Chassis OEM of its kinds to offer ePTO to pull directly from the Vehicle's Battery Packs, which simplifies operation and only requires 1 charging plug.</p> <p>RePower Conversion Kits through evolectric, BisonEV and Voltu make huge technological advances in the Conversion of Existing Internal Combustion Engines (even units that are not actively running) to Battery or Fuel Cell Electric Vehicles.</p> <p>EVC Partner OEMs have significantly advanced the Electric Vehicle landscape in many ways, from cloud-based diagnostic systems to the ePTO and RePower offerings noted above. It is our belief that any vehicle is only as good as its performance in the field for the function for which it is purchased, and the above reference technological advances are industry leading, and exclusive to EVC's RFP response.</p>
<p>42</p>	<p>Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>EVC was California's first 100% electric commercial vehicle dealer. All of our efforts, and the efforts of our Partner OEM are inherently green, with the goal of reducing emissions (primarily Carbon Dioxide and Nitrous Oxide) from the transportation sector, the largest contributor to Greenhouse Gas Emissions in North America. We offer the latest in cutting edge zero emission fleet vehicles and technology, from zero emission, battery power electric Power Take Off systems to run vehicle hydraulics, to hydrogen dispensing systems.</p> <p>At EVC, we are deeply committed to the RePower (Internal Combustion Engine Conversion to EV) Market, which has numerous benefits to end users, but which also eliminates the green-house gas emission of manufacturing and shipping new cabs and chassis, and associated upfits, bodies, etc. The RePower process allows Members to convert their existing fleet vehicles from internal combustion to electric, often in the span of a few days, such that Members maintain the exact vehicles they have in their fleet (vehicle consistency within the fleet is paramount to any effective fleet program).</p> <p>As an example, with EVC's offerings under the Sourcwell Contract, a Sourcwell Member could contract with EVC and our Supplier OEMs to convert a Class 7 Tri-Axle Dump Truck from Internal Combustion to Battery or Hydrogen Fuel Cell Electric, with as many as four different range options from 75 to 225 miles. The same customer could contract with EVC and Supplier OEMs to convert a Class 6 Bucket Truck to Battery or Hydrogen or Plug-in Electric Hybrid (PHEV), and further convert the Power Take-off systems (which run, for example, a crane) which would have historically run off the diesel engine, to an all- electric or hybrid electric system as offered solely under EVC's Contract by Odyne manufacturing in Wisconsin.</p> <p>According to the US Dept of Energy, these traditionally diesel-driven Power Take-off systems emit 3x more Nitrous Oxide emissions than when the vehicle is idling. With Odyne PHEV and ePTO systems alone, there is a 50% reduction in CO2 emissions, 90% reduction in Nitrous Oxides emissions, and fuel use savings ranging from 40-65% relative to standard diesel PTO applications. Odyne's systems are so promising that they are now included under the 45W Tax Credit for up to \$40,000 rebate. EVC is proud to be the exclusive supplier of Odyne systems under this Sourcwell RFP.</p> <p>Odyne offerings (exclusively offered under EVC in response to this RFP) include, for example;</p> <ul style="list-style-type: none"> <li>- PHEV: Plug-In Hybrid Electric Vehicle System, enables higher efficiency lower GHG emissions driving</li> <li>- ePTO: Electric Power Take-Off, enables zero emissions truck equipment operation</li> <li>- evAPU: Export Power, enables zero emissions generator replacement, 120/240 VAC power output on trucks</li> <li>- Idle Reduction: Automatic engine shut down, enables quiet, zero-emissions mode</li> <li>- Low Emissions Cab Comfort: Electric A/C &amp; Low Emissions Heat, enables engine-off HVAC</li> <li>- Fast ICE to Battery Charge: Hybrid HV Recharge, enables low emissions and continuous field operation</li> </ul> <p>These are just some examples of EVC and our Partner-Supplier's commitment to going green and what differentiates our offering to Sourcwell Membership.</p>

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.	<p>EVC is a Federal Clean Energy Officer and - as noted in this RFP - certified with the leading Clean Truck incentive governing bodies including HVIP.</p> <p>Specifically regarding cradle-to-cradle, RePower programs are growing in popularity, with incentives now available in multiple states, including NY, MN, and nationally for PHEV+ePTO Conversions like Odyne's System, mentioned above. We believe conversions are the most "green" option in the industry, as it also extends vehicle lifecycles by upwards of 10 years, giving vehicles that would otherwise be scrapped or sold at auction a second life (maximizing Member budgets twice, first by using existing assets and second since RePower is considerably less expensive than new EVs).</p> <p>As part of this RFP, and in its course of business, EVC strives to sell EV chargers and ZEV's that offer Vehicle to Grid (V2G) technology. V2G is important to our sustainability because it will allow us to store power when we have an abundance and push it back into the grid when it is most needed (usually 4-9 pm). Electricity like water is a precious resource and storage is the answer to its conservation, which is critical for grid stability, as well. With V2G, these vehicles can be used to conserve energy and reduce peak energy demand (often powered by carbon intensive sources) while parked.</p>
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.	<p>EVC is a Minority and Woman Owned Business Enterprise (MWBE), SBE, and operates within a Disadvantaged Community. All three of EVC's Partners are Minority Business Owners, with EVC's controlling Partner being MWBE. By awarding EVC as a vendor for electric vehicle and zero emission technology, Sourcewell will help Members meet their increasing Electric Vehicle and Greenhouse Gas Emissions Goals / Mandates, as well as their Minority and Women-Owned Business Goals / Mandates. These goals/mandates are materially increasing year over year and many government entities are struggling to achieve them. EVC may be the only company nationwide able to help Members meet the mandates with such expert fleet electrification experience.</p>
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>What makes EVC's offering unique includes but is not limited to (a) exclusive BEV, PHEV and Hydrogen FCEV RePower Solutions from the leading OEMs (evoLectric, BisonEV, Odyne) in the industry that support Class IV-VIII Cab and Chassis, (b) expert training, service, and services from the leading professionals in the industry, as recognized by CARB, the governing body that is leading the EV Revolution across N. America, (c) an exclusive Zero Emission product offering including more than 10 Partner OEMs of Class III-VIII Cab and Chassis, structured to leverage the full sales and service organization of each Partners to best support Sourcewell Membership, (d) Rebate and Incentive Program enrollment and application support to ensure Sourcewell Members receive the benefits of available grants and incentives to minimize their cost of acquisition and going electric.</p> <p>Most other manufacturers—even the larger suppliers—are just getting their start in CARB, EV Compliance, and the nuance of Heavy Duty EV Sales and Aftermarket Service. EVC is tried and tested. When others need help understanding how to market and sell, as well as the operations and service for the Heavy Duty Electric Vehicles that they have on their lots, they call EVC. There is no better endorsement. As an example, this is why EVC is a Sourcewell representative to Kenworth dealer Pape, for its Heavy Duty Electric Class VI-VIII Cab and Chassis offerings.</p>

**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?	<p>Warranties include all components, parts and labor as outlined by the manufacturer. Critically, high-voltage batteries for new EVs fall under the mandated emissions warranty under Federal EPA and CARB executive orders which require that EV Batteries and associated components offered by OEMs have an extended warranty based, to protect consumers in this instance of battery failure. These warranties vary depending on class, but typically range from 8 or more years, or a minimum of 100,000 miles. These extended battery/powertrain warranties are a major benefit of going electric.</p>
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Customer guidelines are documented in the OEM warranty terms to ensure any component on the vehicle, including electrification components are not misused, or abused, which could result in a premature failure. Partner OEM Warranties can be found attached to this RFP (ref: "Warranties").</p> <p>This does not affect in any way a Member's ability to perform sanctioned Preventative Maintenance, Service, or Repair in line with Warranty guidelines.</p>
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>Warranties cover the expense of technicians travel time and mileage to perform warranted repairs, as outlined by the manufacturer.</p>
49	<p>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?</p> <p>How will Sourcewell participating entities in these regions be provided service for warranty repair?</p>	<p>EVC and our Partner OEMs under this RFP are dedicated to servicing all products and services sold to Sourcewell Members in the U.S. and Canada. As EVC and Partner OEMs expand into Canada, we will rely firstly on our Partner OEM's Service Teams, and secondly on the EVC CEO's extensive heavy duty service network (developed via affiliate company DEE over 20 years of Diesel Particulate Systems training) to service Sourcewell Members. Sourcewell Participating entities in these Regions will be provided service for warranty repair to the same standard as any other Member/Customer.</p>
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?	<p>Warranty Service Items will be passed on to Partner OEMs Direct Service or Dealer Service Teams.</p>
51	What are your proposed exchange and return programs and policies?	<p>Only in extraordinary circumstances at EVC's sole discretion will exchanges and returns of equipment be considered or approved. EVC and our OEM Suppliers develop detailed product specification / documentation that the customer signs off on, before purchase orders are issued from EVC to suppliers. This ensures that the customer gets precisely the equipment required for their use case and purpose. If a customer were to request an exchange of a vehicle once delivered, it is unlikely that another customer would – at least for some time – have the same exact specification, in order to purchase the same vehicle. In instances where the vehicle is a more standard unit, with fewer customer specific upfits, etc., then EVC may have the ability to resell said unit. However, given any vehicle under this scenario would also no longer be considered "new," but "used," this would adversely impact the market value. Additionally, many Incentives and Rebates offered for Fleet Electrification require the vehicle be held and used for a certain period of time. Should a customer request an exchange or return, then it would be required of the customer or EVC (whoever directly received the Incentive) to ensure that the funds were appropriately returned to the issuing entity, be it federal, state or local incentives. For these reasons, returns and exchanges can only be considered in extraordinary circumstances.</p>
52	Describe any service contract options for the items included in your proposal.	<p>Many of our Partner OEMs offer a monthly maintenance program per vehicle. As an example, see Phoenix and Motiv Power Systems extended warranty or maintenance brochures.</p> <p>As part of our offering to Sourcewell we provide service to perform health checks on high volt batteries. This is important to inspect for bad cells that can lead to early battery degradation. This is also required by most battery manufacturers to comply with their emissions product warranty. Additionally offer quarterly BIT inspections for BEV or Hydrogen FCEV's. This is something that many service centers overlook because of their lack of knowledge on these new technologies.</p>

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Standard payment terms are Net 30 days from Shipment. We accept checks, wire transfers, ACH, and P-Cards.
54	Describe any leasing or financing options available for use by educational or governmental entities.	Yes. EVC will offer financial services, including through National Cooperative Leasing (NCL), a Sourcwell awarded vendor. The NCL Alternative Funding Solution video will be displayed at the bottom of EVC Sourcwell webpage. For Sourcwell members who seek financing, EVC assists with processing the request.
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.	Please see attached suite of Transaction Documents uploaded with our RFP (ref: "City of Long Beach LOI and Transaction Documents")
56	Do you accept the P-card procurement and payment process?  If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes, we accept P-Card procurement and payment process.  Any fees associated with P-Card procurement and payment process will be passed through to Membership.

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
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 Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	On behalf of its Partner OEMs, EVC is offering line-item discounts. Please refer to EVC Pricing File which is uploaded as part of this RFP submission. Each item/unit has a unique SKU and Part Description to ensure customers can match quoted products and services with awarded Sourcewell Contract Pricing, as published on Sourcewell's website or at evchoice.com/sourcewell. Each SKU includes an MSRP and Sourcewell Contract Price. Pricing is inclusive of the administrative remittance offered by EVC.
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.	Below shows the low - high percent of list price, by brand.  Phoenix 29.31% - 31.12% Motiv Power 5.33% - 7.09% SEA Electric 4.10% - 18.35% Harbinger 8.74% - 24.68% Kenworth EV 29.98% - 41.33% Hyzon 5.80% - 10.42% Evolectric 3.73% - 9.00% Odyne 24.29% - 24.97% BisonEV 27.57% - 28.37% Voltu 3.78% - 8.38% Cenntro 6.17% - 28.77% EVC 21.92% - 21.92% Volta Air 9.45% - 9.45% Noodoe 10.30% - 10.30% Siemens 72.67% - 72.67% Chargeatronix 14.20% - 14.20%
59	Describe any quantity or volume discounts or rebate programs that you offer.	For purchase of 10 or more units of equal value, EVC will offer a 1.5% discount to all Sourcewell Members.  For purchase of 20 or more units of equal value, EVC will offer a 2.0% discount to all Sourcewell Members.
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.	Open Market products or Sourced Goods may be sold at a maximum of "at cost plus 10%", if and when applicable. When products represent a small percentage (<1.5%) of total cost to the customer, Open Market Items will be passed through to customers "at cost" for the convenience of the Member. EVC views this as our commitment to supporting Sourcewell Members needs first and foremost.
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.	The following items are not included in the price guide as they vary from location to location:  1) Taxes - n/a for tax exempt entities. Collected in states where required, otherwise entities pay state directly.  2) DMV Registration/Title Estimates - passed through to customers including processing fees and administrative fees of titling agents.  3) Freight/Shipping - passed through to customers. See Question 62.  4) Vehicle Bodies and Uppfitting to fall under Sourced Goods/Open Market Items. EVC will strive to work with Sourcewell Members local and preferred upfitting and body suppliers, and Sourcewell Awarded vendors such as Altec, Terex or Elliott Equipment, to facilitate member usage of Sourcewell's full suite of product/service offerings, while supporting the customers ability to procure as much as possible using Sourcewell's Awarded Contracts.  5) Used Chassis: For RePowered ICE to EV Conversions, EVC prefers to use customers existing fleet vehicles. However, in cases where such vehicles do not exist, Used Chassis shall be treated as Sourced Goods/Open Market.  6) Odyne and Retrofit Systems - System Installation and Integration not to exceed 30% of system cost.  7) Vehicle Extended Warranty, Maintenance, OEM Service, Diagnostic Services priced as per Sourced Good/Open Market  8) Charging and Hydrogen Dispensing Stations require installation, which requires permits, inspection, installation and electrical work, with associated price not to exceed the total transaction capex (capital expenditure). If the cost does exceed the cost of the systems purchased, or at the Sourcewell Member's or EVC's discretion, EVC will support Members in finding certified and preferably Job Order Contract (JOC) awarded Sourcewell Contractors and C10 Certified Electricians.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Class IV: Freight Not-to-Exceed 4.5% Equipment Cost Class V-III: Freight Not-to-Exceed 3.0% Equipment Cost Class III: Freight Not-to-Exceed 6.0% Equipment Cost Ancillary Products & Services: Not-to-Exceed 10% Equipment Cost
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	EVC Freight Terms are CONUS. For Sourcewell's Membership in Hawaii, units will be shipped to the Port of Long Beach. For Sourcewell's Membership in Alaska, units will be shipped to the Port of Seattle.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	EVC and Partner OEMs typically deliver vehicles with a flatbed trailer or lowboys. Volume orders are considered to provide the most cost effective means of shipping. However, if within close proximity (typically <100 miles) to supplier manufacturing and retrofitting centers, customers may pick up or EVC / Suppliers may drop off vehicles to members. Given many of our supplier manufacturing and retrofitting centers are located in California, and a significant percentage of the current market for Electric and Fuel Cell Electric Vehicles are based in CA, many of our customers benefit from low freight cost or direct delivery or pickup options. When delivering or picking up vehicles, EVC offers 1:1 Driver training at no additional charge.

**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.	EVC and our Partner OEM's are pleased to offer option (c) given the opportunity to serve Sourcewell Members across North America.

**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 Sourcewell.  This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.  Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	EVC sales proposals will provide the Sourcewell contract details on every Sourcewell member proposal. All EVC, Partner OEM and their Distributors will be provided with a comprehensive template that automatically imports list price, contract pricing, part description, Sourcewell Member Number, Contract Number. Members will have 24/7 access to current pricing on <a href="http://www.evchoice.com/sourcewell">www.evchoice.com/sourcewell</a> .  When a purchase order is received and processed, the proposal and sales order reference the Sourcewell contract and the Member ID will be recorded with the order. EVCs finance department, in conjunction with our order system, will track and report Sourcewell member sales in full compliance with Sourcewell quarterly reporting requirements. The quarterly sales reports will be used to calculate and remit accurate administrative fee payments to Sourcewell. EVC understands the importance of timely submissions as a responsibility of being a compliant vendor.
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.	Some of the key internal metrics we will track include; Total Sales (\$) Total Number of Transactions (#) Total Quote Value (\$) Total Number of Quotes (#) Quote to Close Rate (%) Quote to Close Duration (Days) Unique Resellers by Sales (#) Unique Resellers by Quotes (#) Participating Addendums Secured (#) Vehicles Procured Through Contract (#) Vehicles Quoted Through Contract (#)
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods.  (See the RFP and template Contract for additional details.)	EVC will issue an administrative fee per Class IV-VIII vehicle sold using the Sourcewell Contract for Sourcewell's efforts facilitating, managing and promoting the Contract, per the below schedule;  Class IV-V: \$650 Class VI-VIII: \$875 Class III: \$400  Ancillary Products & Services: 1.4%

**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>Electric Vehicle Cab and Chassis III-VIII:</p> <p>Partner electric vehicle cab and chassis options range from class III to class VIII, catering to various government fleet needs. These cab and chassis platforms are specifically designed and engineered to accommodate electric drivetrains, ensuring optimal performance, efficiency, and reliability. Features may include regenerative braking systems, advanced battery management, and customizable configurations to meet specific customer requirements.</p> <p>Upfitting and Kits for Electric Vehicles: Partner upfitting kits and suppliers design to seamlessly integrate with electric vehicle cab and chassis platforms, offering versatile solutions for specialized applications. These kits may include customizable shelving, racks, compartments, and mounting systems tailored to various industries such as delivery, utility, and emergency services. With a focus on durability, ergonomics, and functionality, partner upfitting kits are engineered to enhance the efficiency and effectiveness of electric vehicle fleets.</p> <p>Repower Conversion and Upfitting Kits: Partner repower conversion kits enable the transformation of existing conventional vehicles into electric vehicles, providing a cost-effective and sustainable alternative to fleet electrification. These comprehensive kits include electric drivetrain components, battery systems, and integration hardware necessary for seamless conversion. Additionally, upfitting kits can be incorporated to customize converted vehicles for specific applications, maximizing utility and versatility.</p> <p>EV Chargers: Partner offers a range of electric vehicle charging solutions, including level 2 and level 3 chargers, suitable for residential, commercial, and public charging infrastructure. Partner chargers are designed for reliability, efficiency, and user-friendliness, featuring advanced monitoring and control capabilities to optimize charging performance. Options may include wall-mounted chargers, pedestal chargers, and fast-charging stations, adaptable to various installation environments and power requirements.</p> <p>Charging Software: Partner charging software solutions provide comprehensive management and monitoring capabilities for electric vehicle charging infrastructure. Features include remote monitoring, energy consumption tracking, user access control, and billing integration, enabling efficient operation and optimization of charging networks. With user-friendly interfaces and customizable settings, partner software solutions are designed to streamline administration and enhance user experience.</p> <p>Maintenance Equipment for Electric Vehicles: Partner offers a comprehensive range of maintenance equipment tailored for servicing electric vehicles, including diagnostic tools, battery service equipment, and specialized tools for electric drivetrain components. Partner maintenance equipment is designed to meet the unique requirements of electric vehicles, ensuring efficient and effective maintenance and repair operations. With a focus on reliability, safety, and usability, partner equipment enables service technicians to maintain electric vehicles to the highest standards, maximizing uptime and performance.</p> <p>These offerings collectively provide a comprehensive suite of solutions for electrifying fleets, optimizing charging infrastructure, and supporting the maintenance and operation of electric vehicles across various industries and applications</p> <p>Heavy Duty Electric Vehicle technology and infrastructure is advancing quickly across North America. As new Cab and Chassis OEMs and associated industry product and services (like Odyne's and other represented in this bid, for example) become available, EVC will work to recruit new Partner OEMS into our national network, and submit Pricing and Product Change Request Forms to Sourcewell, so that we may offer these products and services to (a) support evolving Member needs to meet their Zero Emission Goals and Mandates, and (b) ensure EVC is serving members with the most current, advanced and safest EV solutions on the market.</p>
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Zero Emission Vehicles / Zero Emission Trucks / Zero Emission Chassis / Electric Vehicles / Electric Trucks / Electric Chassis / RePower Conversion on both new and used chassis / ZEV Fleet and Compliance Consulting / Driver, Operator and Maintenance Training / High Voltage and Battery Inspection and Certification / Software for EV Fleet, Chargers / Charging Level II AC Charging Stations / Level III DC Fast Charging Stations / Telematics / Vehicle Service and Maintenance / Zero &amp; Low Emission Fleet Technologies</p>
72	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety.	<p>All Partner OEM vehicles are manufactured and certified to meet road safety standards, including EPA, Department of Transportation, California Air Resource Board (CARB), Federal Motor Vehicle Safety Standard (FMVSS) and National Highway Safety Traffic Administration (NHSTA). Only after being testing/certification/verification is an engine "family name" given.</p> <p>Many models are supplied on Ford cab/chassis that have been industry proven for many years. The Ford E Series is the most popular chassis for Class 4 trucks, owing to its durability, reliability and versatility. Phoenix does not alter the characteristics of the base Ford E450 chassis. The driver safety features of the base Ford E-450 is also retained in the electrified version of the chassis. As example, Partner OEM Phoenix Motorcars has been certified by Ford as a Electric Qualified Vehicle Manufacturer (eQVM) in 2020, following an evaluation of our engineering design and manufacturing process for the electric truck.</p> <p>Zero Emission Vehicles are equipped with regenerative braking systems which not only extend the life of brakes but also add to drivers safety by giving immediate response time when a quick braking decision is needed. ZEV's also have heavier low center of gravity adding to driver safety with less chance of roll over.</p> <p>Additionally, key components used for the electrification are sourced from Tier 1 automotive component manufacturers.</p>
73	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	<p>Partner OEM units come equipped with telematics solutions that offer a multitude of benefits. The telematics solutions enable remote diagnostics capabilities for all our vehicles, where Partner OEM Service teams can gather real-time performance data for the vehicle and the electric drive system. The telematics solutions also enable customers to monitor their fleet, schedule charging, review driver behavior etc and streamline their operations. A detailed telematic brochure for Partner OEM Phoenix Motor Co. is included.</p> <p>Both EVC and our Partner OEMs also offer a range of service packages including offering customers training and maintenance diagnostics tools they can purchase, thereby enabling large fleets to perform preventive maintenance on their fleet of vehicles.</p>

**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 checked="" type="radio"/> Yes <input type="radio"/> No	Cenntro, Phoenix, Motiv Power Systems, Harbinger, BisonEV, Odyne (6 OEMS)
81	Battery Electric Vehicle (BEV) Class 5 Chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	SEA Electric, Motiv Power Systems, Harbinger, Evolectric (Isuzu) BisonEV, Odyne (6 OEMS)
82	Battery Electric Vehicle (BEV) Class 6 Chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	SEA Electric, Motiv Power Systems, KenworthEV, Harbinger, Evolectric (Isuzu), BisonEV, Odyne (7 OEMS)
83	Battery Electric Vehicle (BEV) Class 7 Chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	KenworthEV, BisonEV, Odyne (3 OEMS)
84	Battery Electric Vehicle (BEV) Class 8 Chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	KenworthEV, BisonEV, Hyzon, Odyne (4 OEMS)
85	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Class III - Cenntro, Voltu RePower Cab and Chassis  Zero Emission Reefer Systems, Electric Power Take-Off (ePTO Systems), Level 2 and Level 3 EV Chargers, Mobile EV Chargers, Upfitting, Solar Energy Packages, Battery Packs and other Battery Systems, EV Charging Software, EV Fleet Software, CARB/Diesel Compliance Consulting, Grant Applications and Incentive Support, Various Accessories, Cloud-Based Diagnostic Services and Data Plans, Low- and Zero-Emission Vehicle Technologies, Service, Certifications and Training

**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:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."



- [Pricing](#) - EVC\_PRICELIST.RFP032824vf.pdf - Thursday March 28, 2024 12:08:45
- [Financial Strength and Stability](#) - EVC US Bank Letter (1).pdf - Wednesday March 27, 2024 15:10:41
- [Marketing Plan/Samples](#) - EVC PARTNER OEM - MARKETING & SPEC SHEETS.zip - Thursday March 28, 2024 05:58:13
- [WMBE/MBE/SBE or Related Certificates](#) - EVC MWBE Affidavit.pdf - Thursday March 28, 2024 11:54:53
- [Warranty Information](#) - EVC PARTNER OEM SERVICE MAP & WARRANTY FOLDER.zip - Thursday March 28, 2024 05:44:01
- [Standard Transaction Document Samples](#) - City of Long Beach LOI (ref Transaction Documents).pdf - Thursday March 28, 2024 13:16:53
- Requested Exceptions (optional)
- [Upload Additional Document](#) - COMPANY INFO & LETTERS OF SUPPLY.zip - Thursday March 28, 2024 11:37:59

**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. - Jeremy Ostrander, CEO, Electric Vehicle Conversions, LLC

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
<b>Addendum_7_Class 4-8 Chassis and Cabs _RFP_032824</b> Thu March 21 2024 08:45 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824</b> Wed March 20 2024 12:36 PM	<input checked="" type="checkbox"/>	3
<b>Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824</b> Mon March 18 2024 12:01 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824</b> Wed March 6 2024 09:38 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824</b> Wed February 21 2024 04:08 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824</b> Wed February 14 2024 04:12 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824</b> Thu February 8 2024 04:24 PM	<input checked="" type="checkbox"/>	1