



Solicitation Number: RFP #032824

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Roundtrip EV Solutions Inc., 700 Canal Street, Suite 1, Stamford, CT 06902 (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

Roundtrip EV Solutions Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/3/2024 | 10:00 AM CDT

DocuSigned by:
Dan Friedberg
9AE2A73C5F04452...
By: _____
Dan Friedberg
Title: CEO
Date: 7/3/2024 | 10:40 AM EDT

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

Vendor Details

Company Name: Roundtrip EV Solutions Inc.
Does your company conduct business under any other name? If yes, please state: Roundtrip EV
Address: 700 Canal St
Ste 1
Stamford, CT 06902
Contact: Sunil Kurien
Email: skurien@roundtripev.com
Phone: 646-701-1252
Fax: 845-418-2188
HST#: 88-1284006

Submission Details

Created On: Friday March 15, 2024 11:09:44
Submitted On: Thursday March 28, 2024 14:52:53
Submitted By: Sunil Kurien
Email: skurien@roundtripev.com
Transaction #: 3e5f6a50-8bf5-4213-b9c3-76b71da7ec4d
Submitter's IP Address: 38.81.102.4

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")	Roundtrip EV Solutions Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A; no subsidiaries
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A; no other names or DBAs
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity ID is ZWK9H7D2GN77
5	Proposer Physical Address:	700 Canal Street Ste #1, Stamford, CT 06902, USA
6	Proposer website address (or addresses):	https://www.Roundtripev.com/
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Dan Friedberg, CEO, 700 Canal Street Ste #1, Stamford, CT 06902, dfriedberg@Roundtripev.com, 203-550-6444 Alan Hurwitz, CFO, 700 Canal Street Ste #1, Stamford, CT. 06902, USA, ahurwitz@Roundtripev.com, 203-470-5102
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Sunil Kurien, EVP Strategy, 700 Canal Street Ste #1, Stamford, CT 06902, USA, skurien@Roundtripev.com, 646-701-1252
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Alan Hurwitz, CFO, 700 Canal Street Ste #1, Stamford, CT 06902, USA, ahurwitz@Roundtripev.com, 203-470-5102

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>Roundtrip EV Solutions Inc. ("Roundtrip") was established in 2022 through a collaboration of forward-thinking transportation industry leaders. Our focus on a process to enable procurement of Class 4-8 electric powertrain system trucks (chassis and cabs/bodies) and related charging equipment, monitoring software and services is a clear match with Category 2 requirements under RFP 032824. Roundtrip provides a sole source of responsibility for the equipment, products and services provided under resulting contracts with participating entities.</p> <p>We employ a collaborative approach that brings together all the stakeholders in a municipality, the fleet maintenance teams, the sustainability teams, and procurement and finance teams. By working with Roundtrip, Sourcewell members will reduce the cost and complexity of procuring and operating Battery Electric Vehicles (chassis and cab/body) and related equipment – from design to implementation to regular maintenance and constant optimization all through the end of the Roundtrip contract – by accessing our offering through the Sourcewell Cooperative.</p> <p>As an independent service partner agnostic to equipment brands, Roundtrip provides its customers with best-in-class solutions that meet their unique needs. As technology changes, and it will in this evolving field, we ensure our customers are aware of and have access to leading technologies, even if that means moving suppliers and brands.</p> <p>Roundtrip personnel have backgrounds in waste, electrification, and end-to-end service. Roundtrip is passionate about the environment but also recognizes that the economics must work as well for it all to be truly sustainable. Roundtrip offering provides the following equipment and accessories (the "Roundtrip Equipment and Accessories") for a fixed annual price over a long-term contract:</p> <ul style="list-style-type: none"> • Class 4 – 8 electric chassis (for purchase or lease) • Integrated refuse body, dump body, box or equivalent (for purchase or lease) • Charging equipment (for purchase or lease) <p>Roundtrip also provides the following services for a fixed annual price over a long-term contract:</p> <ul style="list-style-type: none"> • Vehicle maintenance and repair • Charger maintenance and repair • Guaranteed Truck and Charger Uptime • Site & Equipment plan • Electrical infrastructure and installation • Government incentives & rebates • Driver and Technician Training • Energy Management • Proprietary Software • Technology integration • End-to-end Optimization <p>Sourcewell members can procure two types of offerings from Roundtrip:</p> <ul style="list-style-type: none"> • The "Full Service Lease" offering which includes a lease of all the equipment and infrastructure combined with the entire suite of services or; • The "Enterprise" offering which includes the entire suite of services but without a lease. Sourcewell members procure the equipment and infrastructure directly with support from Roundtrip using Roundtrip's preferred pricing and volume discounts. <p>Roundtrip's team includes experts from medium and heavy-duty truck electrification, vehicle sales from BYD (NYSE:BYDDY), Audi Motors, Wheels Fleet Management and Tesla (NYSE: TSLA), waste management companies such as Waste Management (NYSE: WM) and Quest Resources Management Corporation (Nasdaq: QRHC) and financing experts with access to low cost and long-term financing. Roundtrip differentiates itself from equipment dealers and other "as-a-service" providers by the breadth of our offering, being independent and product agnostic, our willingness to fully align our interests by providing uptime guarantees and by fixed pricing on our contracts, which include the following:</p> <ol style="list-style-type: none"> Guaranteed truck uptime – If a municipalities electric chassis isn't working and isn't fixed by the OEM or its dealer within 30 calendar days, Roundtrip will either pay a capped penalty fee or provide a replacement truck for a limited period of time Guaranteed charger uptime – Roundtrip will ensure that the charging system provided to the municipality is available for charging at least 96% of the time on an annual basis

		<p>iii. Fixed part costs – Roundtrip will reimburse the municipality’s costs for spare parts on the truck subject to certain caps and limitations</p> <p>iv. Fixed Electricity costs – Roundtrip will enter into power purchase agreements with the utility so that the municipalities electricity generation or commodity costs are fixed for the entire duration of the contract</p> <p>v. Best in Class Integration – Unlike dealers and other as-a-service providers, Roundtrip also takes responsibility for integrating the chassis with the body. Not all chassis and body combinations that work for ICE will work for electric. Roundtrip will ensure a seamless integration that ensures timely delivery and operational readiness.</p> <p>Roundtrip’s mission is to accelerate the transition to electric vehicles for municipalities and private haulers. Roundtrip is the market leader in the electric refuse space with an orderbook for over 50 trucks, which includes the largest electric refuse truck project in the nation.</p> <p>Roundtrip holds the following values:</p> <ul style="list-style-type: none"> • We are focused solely on electric. Unlike dealers we do not sell both ICE vehicles and electric vehicles. Selling ICE and electric require very different skill sets, technology and personnel • We have a focus on medium and heavy duty vocational trucks, starting with refuse. We do not sell school buses or long haul freight trucks as we believe they have very different duty cycles and operational complexities • We are independent. We are not tied to any OEM or dealer. We procure the equipment that is best suited for each job and for each route. • We are customer centric, here to ensure our customer’s long-term success. We don’t just sell our equipment and leave. We ensure that the vehicles are reliable and ready for service every day through our contract. • We enable our customers to be low cost and cost certain. We charge a monthly fee over the life of the contract. We take the risk of higher-than-expected operating costs and provide guaranteed uptime and would provide this value to Sourcwell members. <p>The process of replacing an ICE vehicle with an EV carries considerable risk and uncertainty. Electric trucks are still a relatively new technology and require a steep learning curve for successful adoption. The electric refuse trucks in a DPW fleet perform critical and essential services for a city and town. A loss of an electric truck due to operational issues will result in missed pick-ups, delayed service, frustrated residents and could permanently impact a town’s electrification goals. Roundtrip’s offering is designed to prevent these problems by taking on the Sourcwell member’s risk as they gradually electrify their fleet. The guarantees we provide ensure that we have “skin in the game” - complete alignment with Sourcwell member long term goals. Roundtrip also recognizes that a successful and sustainable electrification program needs to be economically self-sufficient, and as a result, Roundtrip’s offering reduces the operating cost of these vehicles to a level that is well below the operating cost of an ICE vehicle. We are able to do that because of the inherent efficiencies of electric vehicles but also because of our scale, our relationships with various OEMs partners, access to best-in-class EV truck technicians and ability to enter into long term power purchase agreements with utilities.</p> <p>Roundtrip is OEM agnostic, and our OEM relationships are comprehensive and best in class. Sourcwell members will benefit from Roundtrip’s relationships via preferential pricing, faster response times and better customer service. We have relationships with chassis OEMs such as Battle Motors, Peterbilt, Oshkosh and Lion Electric. Our relationships with body and upfitting providers include Amrep, Curbtender, New Way, Labrie/Leach, Spartan Trucks and McNeilus. Roundtrip utilizes Borg Warner, ABB, Tritium as well as other charging equipment suppliers. Roundtrip also maintains active relationships with OEM dealers across the country and has active programs already in place where dealers offer Roundtrip’s offering along with the equipment they sell to customers.</p> <p>Roundtrip is currently working with various municipalities on some of the first utility vehicle to grid (V2G) programs involving electric refuse trucks. This will allow municipalities to generate additional revenue from their refuse truck fleets and provide their local communities with a source of backup power using the powerful batteries on board the trucks. These are incremental value-adds that we will provide for Sourcwell members, but our primary focus will always be on ensuring that Sourcwell members can continue to serve their customers and neighborhoods reliably and without disruption. Roundtrip will continue to grow into the role of the foremost expert on fleet transition practices from internal combustion platforms to zero emission electric power systems, infrastructure upgrades, charging systems, battery storage systems and solar systems. Roundtrip position is to demonstrate to every fleet the capabilities of a zero-emission application.</p>
11	<p>What are your company’s expectations in the event of an award?</p>	<p>Roundtrip’s expectations in the event of the award would first and foremost be to support members through our turnkey service to meet their procurement and operational needs efficiently and with clearly defined costs. In doing so, Roundtrip will represent Sourcwell with the highest ethical standards and professionalism. Our integrated, end-to-end approach starts with an understanding of each member’s unique needs and preferences. We apply deep industry knowledge about trucks, charging equipment, infrastructure, operations, software, monitoring and maintenance to consolidate members’ procurement processes through Roundtrip.</p> <p>Municipalities face a complex challenge in transitioning their fleets to electric vehicles. Roundtrip is uniquely positioned to support Sourcwell members throughout this process, offering the expertise, resources, and financial backing needed. Our streamlined procurement process allows municipalities to make an efficient and affordable shift towards electric vehicles.</p> <p>Looking ahead, Roundtrip anticipates the electric-trucks-as-a-service procurement model, facilitated through Sourcwell, becoming the standard for municipal electric truck adoption. But it has become evident to us that Roundtrip’s practical business model by itself cannot foster adoption amongst municipalities. In our experience, one of the biggest obstacles to rapid adoption amongst municipalities is a seamless procurement process. A Sourcwell contract would eliminate this hurdle by providing a pre-approved procurement mechanism, freeing municipalities to focus on implementing their electric vehicle solutions. More importantly, we see Sourcwell as an important business partner that would accelerate our customers transition towards electric trucks.</p> <p>The high demand for Roundtrip’s services is evident. Numerous Sourcwell members have expressed interest in our participation in the program. By simplifying procurement and expanding access to our services, a Sourcwell contract empowers a wider range of Sourcwell members to embrace electric vehicle technology. This will enable municipalities to modernize their vehicle fleets, enhance their sustainability efforts, and achieve their clean transportation goals.</p>
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>Roundtrip is funded by management, high net worth individuals and institutional investors. Roundtrip investors have sufficient capital reserves to support Roundtrip financial strength and stability based on the business model and fee structures contained in this RFP response.</p> <p>Roundtrip has obtained reference letters from financing providers, and other vendors, which address the value they see in Roundtrip’s offering and ability to provide our end-to-end services for fleet electrification, ongoing management, and optimization. The letters have been uploaded as Exhibit 12.</p>

13	What is your US market share for the solutions that you are proposing?	<p>Roundtrip believes that the market for electrification of medium and heavy duty trucks which operate on short haul and refuse routes is very large, with approximately 5 million vehicles on the road. It is expected that all of these vehicles will transition to electric in the future. We expect many municipalities will start with refuse trucks because they generate the highest levels of pollution of any vehicle class and offer the greatest savings in switching from ICE to electric.</p> <p>Roundtrip is the market leader in the US for electric refuse trucks as a service. We estimate that electric refuse trucks-as-a-service sales account for approximately 40% of all electric refuse trucks contracted in the past year. Roundtrip has approximately 50 electric refuse trucks under contract as part of its "Full-Service Lease" offering across the United States.</p> <p>Along with the "Full-Service Lease" offering Roundtrip also has an "Enterprise" offering that offers the same services of the Full-Service Lease over a long-term contract but lets the municipalities purchase all the equipment either directly or from Roundtrip up front without leasing from us. We believe that we have over 90% share of the electric refuse trucks as a service market and believe that we have more refuse trucks under contract than any other OEM or as-a-service provider, giving us significant scale and savings which we would pass along to Sourcewell members.</p> <p>In our conversations with Municipal DPWs and fleet management personnel, it became clear that municipalities wanted us to also provide our offering for other Class 4-8 electric trucks that had very similar duty cycles to a refuse truck. These trucks included dump trucks, roll off trucks, Class 4-5 pickup trucks and street sweepers. Given our expertise and scale, we can offer our Full-Service Lease and Enterprise offerings to municipalities on the entire suite of Class 4 – 8 electric trucks. While we are aware of some turnkey electrification services for light duty trucks and vans, Roundtrip has not seen other turnkey electric truck equipment providers that cater to these specific medium and heavy-duty segments and municipalities.</p> <p>Most recently, Roundtrip has begun providing an "Enterprise" service offering for customers that want to purchase rather than lease their own electric trucks and charging equipment. This allows municipalities to purchase the equipment from us, if they prefer, accessing our preferred pricing and discounts. Sourcewell members can purchase their trucks utilizing our low cost of capital if they choose, and still contracting for the rest of the suite of services that comprise our "Enterprise" solution. w. Our Enterprise offering covers the same segments of electric vehicle types: Class 4-8 electric refuse trucks, dump trucks, roll off trucks, Class 4-5 pickup trucks and street sweepers.</p>
14	What is your Canadian market share for the solutions that you are proposing?	Roundtrip currently has recently begun to offer its services in Canada. We will actively solicit Sourcewell's members in Canada to offer the same opportunities Sourcewell's members in the United States have.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
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?	<p>Roundtrip functions as a one-stop service provider for municipalities transitioning to electric vehicle fleets. We offer a comprehensive solution that includes medium/heavy duty Battery Electric Vehicles (BEVs), charging equipment with installation services, maintenance and repair options, and even monitoring software. Additionally, we provide expertise in energy management, training for your staff, financing solutions, and navigating grant and voucher programs.</p> <p>Our sales team is structured to ensure personalized service. Inside and outside sales professionals work alongside business development specialists to guide municipalities through initial planning and contract execution. This team is strategically located across the US, offering a responsive and dedicated point of contact.</p> <p>While Roundtrip isn't a direct dealer itself, we leverage a powerful network of dealer partners representing over 75% of electric trucks sold in North America. This allows us to tailor solutions that perfectly match the operational needs of each municipality we serve. Collaboration is key to our approach. We work closely with our dealer network on joint marketing and sales initiatives, conduct feasibility analyses to optimize vehicle choices, and provide local warranty and maintenance services. This ensures a smooth project execution and successful deployment for our clients. All our trucks are processed by the local dealership for registration and final testing and delivery.</p> <p>Our relationship with dealers is not limited to just delivery of our vehicles. Once a project is operational, our operations team will often work with our dealer network to provide comprehensive training for your staff. Dealers are often the first port of call for troubleshooting any issues and ensuring timely completion of warranty work, especially for hydraulic body repairs. We also work with our dealer network to ensure that there is a steady supply of the most commonly required spares and parts. This ensures that our customers have easy and quick access to repairs.</p>
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.	Roundtrip is registered to do business and is insured in each state where Roundtrip has operations. Where applicable, Roundtrip will register as a foreign entity in any other state Sourcewell's members have chosen to utilize our services, including Canada. Roundtrip program partners have all been vetted for all applicable licenses and proper insurance qualifications. Roundtrip will have copies of their licenses and insurance coverages on file for review.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None. Not applicable.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Roundtrip is the market leader in electric refuse truck fleet electrification and has been the subject of significant press attention since its inception in 2022. Roundtrip has been featured at the American Public Works Association, Solid Waste Association of North America, the Waste Expo and the Advanced Clean Truck Expo. Roundtrip was nominated for an award at the Advanced Clean Transportation (ACT Expo) exhibition in 2023.</p> <p>In addition to attention from the press, Roundtrip and its Full-Service Lease and Enterprise offerings have won significant recognition and support from state agencies and utilities. Most recently, Roundtrip successfully won a ~\$1.7 million grant from the New York State Energy and Research Development Authority (NYSERDA) to conduct a nationwide first Vehicle to Grid pilot for electric refuse trucks. Roundtrip is also in well into the process of a \$2 million grant application from the Connecticut Innovative Energy Solution (IES), a program to conduct the first medium and heavy duty fleet electrification pilot in Connecticut state.</p> <p>Roundtrip has been featured in the Stamford Advocate, the Connecticut Innovations Panel and on other trade and regional publications.</p>
20	What percentage of your sales are to the governmental sector in the past three years	0%. All our sales to date are in the private hauler sector; However, we are in active negotiations for contracts with the City of Stamford, City of Yonkers, and Ulster County Resource Recovery Agency that will be expedited once a Sourcewell contract is awarded.
21	What percentage of your sales are to the education sector in the past three years	0%. Roundtrip does not sell 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?	<p>Roundtrip is a registered provider on California's Innovative Small e-Fleet (ISEF) Pilot Program. The program funds Class 2b through 8 zero emission vehicles. ISEF helps transition the smallest of California truck fleets to cleaner technologies, which helps reduce trucking-related emissions in and around priority communities. It also provides increased voucher amounts for participants whose vehicle is domiciled in a disadvantaged community. Further, it accelerates the turnover to zero-emission vehicles by fleets that may not be required otherwise do so, thereby, providing cleaner air to Californians, especially in disproportionately impacted communities.</p> <p>Roundtrip is also in the process of registering for PowerOptions, an energy procurement nonprofit that supports 400+ nonprofits and public entities across New England (MA, CT, RI)</p>
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Roundtrip is actively pursuing federal opportunities and is considering hiring a dedicated sales director to spearhead this effort.

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 *
City of Stamford	Matt Quinones, Director of Operations	(203) 667 6295
City of Yonkers	Jason Baker, Deputy Commissioner	(914) 377 6283
Ulster County Resource Recovery Agency	Tim DeGraff, Director of Finance and Administration	(845) 336 0600
City of New Haven	Steven Winters, City Climate Director	(475) 331-3769

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 *
County Waste Management Agency	Government	New York - NY	Outstanding proposal for a Pilot program of Roundtrip Full-Service Lease including all services	\$1,300,000	\$0
Municipal Department of Public Works	Government	Connecticut - CT	Outstanding proposal for Roundtrip Enterprise Services Pilot	\$2,500,000	\$0
Municipal Department of Public Works	Government	New York - NY	Outstanding proposal a Pilot program of Roundtrip Full-Service Lease including all services	\$1,800,000	\$0
Municipal Department of Public Works	Government	New Jersey - NJ	Design, construction management, systems integration, optimization and final commissioning of vehicles/equipment. Contract awarded to a Roundtrip employee's predecessor company.	\$2,400,000	\$0
Municipal Department of Public Works	Government	New Jersey - NJ	Design, construction management, systems integration, optimization, and final commissioning of vehicles/equipment. Contract awarded to a Roundtrip employee's predecessor company.	\$1,300,000	\$0

Table 6: Ability to Sell and Deliver Service

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

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

Line Item	Question	Response *
26	Sales force.	<p>Roundtrip and its infrastructure partners have a joint team of 20+ sales professionals that are focused solely on medium and heavy duty fleet electrification for municipalities in the US and Canada. Their efforts include business development, direct, sales origination and pipeline development, and joint sales calls with our channel partners. We take a long-term approach and work with our customers over multiple meetings and calls to ensure that our customers, and Sourcewell members can evaluate and plan a complete EV transition that utilizes our full suite of capabilities to address their needs not only during the sales process but also by maintaining our support on an active and ongoing basis through the life of the contract.</p> <p>Our sales efforts and marketing reach extends well beyond our internal sales force and includes the sales force of our OEM partners which look for us to support them by providing our services alongside their equipment. As such, we both develop business through our internally generated customers but also hundreds of our channel partners' customers as they work with them to transition efficiently to electric vehicles. This reach enables us to access the market broadly and as such, enable us to support Sourcewell members broadly.</p> <p>We work with chassis OEMs, truck resellers, charger manufacturers, and national electrical engineering firms to jointly approach customers with an integrated service offering. Roundtrip supports its sales efforts with direct marketing, social media, speaking events and trade show events. Our broad-based outreach would enable us to proudly feature and support our Sourcewell affiliation.</p> <p>We have over 200 prospects in our pipeline, a lot of which are municipalities, and are eager to purchase through a Sourcewell arrangement if we were able to.</p> <p>Our sales, energy management, grant & incentives, procurement, and fleet management teams all work on every project, ensuring our customers' proposals are technically planned, equipment best-in-class, and offered at the lowest possible cost.</p> <p>We are constantly in touch with State and local governments, working with municipalities, integrating needs and concerns of each constituent, including from procurement, sustainability, finance, fleet management, community, and environmental areas, working in a cross functional team to bring value and support to our current customers. We would bring the same fully integrated approach to every Sourcewell member.</p> <p>Members of our team are responsible for having designed and deployed some of the first battery electric medium/heavy duty fleets in the US. Most of these deployments are with municipal customers. Members of our sales team also have decades of experience working with public works departments, which allows us to better understand our customers' decision-making and procurement processes. Combined with our deep understanding of the complexity and nuances of fleet electrification, Roundtrip can provide a better end-to-end service for participating entities and avoid stumbling blocks that others may face.</p> <p>Our approach is highly focused on supporting our customer long term and is highly collaborative. We are aligned with our customers and only succeed if our customers, including Sourcewell members, benefit every day from being able to access the best technology, best solutions, and highest performance at the lowest cost. A copy of our sales deck is attached as Exhibit 26.</p>

27	Dealer network or other distribution methods.	<p>Roundtrip, by virtue of our model of partnering with equipment providers/OEMs across the value chain, have access to their dealer network across the U.S. and Canada which we utilize in combination with our factory direct distribution model. While Roundtrip isn't an OEM or direct dealer itself, we leverage, through our relationships with chassis and body OEMs, a powerful network of dealer partners representing over 75% of electric vocational trucks sold in North America. For example, we are currently involved in projects and proposal efforts in Connecticut, Massachusetts, New York, Pennsylvania, Florida, Texas, Utah, California, British Columbia, Alberta, and Ontario.</p> <p>Roundtrip do not rely on resellers. We do work closely with product manufacturers and their distribution/dealer networks. Roundtrip is a conduit that helps these distribution channels by offering turnkey service, financing, technology integration, and scale. Our service allows them to sell more trucks and chargers. And we take the load off the distribution network when it comes to service calls, questions, managing the entire sale and after sales support from beginning to end. Accordingly, these networks augment Roundtrip' capability to meet the needs of Sourcewell participating entities across the US and Canada.</p> <p>While we work with truck, body, and charging equipment providers and their distribution channels, we ensure that Roundtrip is working directly with the customer and managing all contact with the customer for the life of the contract.</p> <p>Because of our broad-based partnerships we have negotiated pricing with reflects our purchasing scale and strategic importance with most equipment manufacturers, and financial & service providers. As a result, we can provide integrated solutions to our customers at the lowest possible cost. We would do the same for all Sourcewell members. In fact, we expect that as our Sourcewell relationships grow, we will be able to work with our dealer and supplier networks to bring ongoing product benefits and cost savings.</p>
28	Service force.	<p>Roundtrip fleet management team utilizes a combination of internal experts & proprietary software and a national network of service providers to provide OEM vehicle support, charging/infrastructure technical support, technology support & assistance, and on-road Emergency Mobile Repair services. Roundtrip handles all calls and requests for service 24/7.</p> <p>We plan for maximum uptime and maximum operating efficiency. Our service model is designed to minimize service needs, address issues quickly and efficiently, and proactively reduce the potential for service needs, provide training to our customers so that can also spot and address any issues that arise, and deploy a nationwide team of technicians which can fix issues quickly, efficiently and cost effectively. We approach service with a four-pronged approach:</p> <ol style="list-style-type: none"> 1. We work hand-and-glove with our customers to design, implement and support an electrification and fleet transition that addresses their unique needs today and which can evolve in the future. We are independent and equipment agnostic. We work together with our customers to ensure they acquire the best long-term solution. Unlike equipment companies, we are not compensated through equipment sales, and as a result the customer gets a customized solution that best suits their needs and performs better as a result. 2. Our proprietary software integrates all the information coming from all the disparate pieces of equipment, and is designed to spot potential problems, benchmark performance, and generate preventative maintenance alerts and reminders. 3. Our training programs are available upfront and on an ongoing basis to drivers, technicians, and fleet managers. By working closely as a team with our customers, we spot potential problems and address them earlier. 4. Finally, a critical component of our end-to-end service is our customer service lead & call center, which is a one-stop service hub for the duration of the contract. Customers can report an issue through our portal, via an 800 number or by email. <p>Once we receive a request for service, we determine if the manufacturer, dealer, or mobile technician from our national maintenance partner should be deployed to address the issue. In addition to our internal services, working with Cox Automotive Mobility Fleet Services, we can deploy one of their 1,300+ technicians, 800+ mobile technicians and also utilize one of their 25+ shop locations nationwide.</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>Roundtrip is an independent service provider with a direct connection to manufacturers. After working with a participating entity to develop their specific fleet electrification plan, we then work with them to select the trucks, chargers, charging infrastructure, grants & incentives, and any other equipment needed.</p> <p>From the Sourcewell participating entity's perspective, the ordering process will consist of a service contract detailing the exact benefits of the program, the product and service offerings in the program. A sample contract is included as Exhibit 29.</p> <p>Roundtrip will negotiate with the manufacturer to ensure the lowest price, and then will place the orders with the manufacturers. Roundtrip will then manage the process from site preparation & electrification to order through delivery, to implementation and commissioning, training and software integration, all parts of our service.</p> <p>If the Sourcewell participating members can either contract with us utilizing our financing solutions or can own their own equipment but can still utilize our scale purchasing to order the equipment. The process will be similar except the cost of the equipment will be excluded from the Roundtrip contract. In that case, the Roundtrip service still includes supporting the analysis, design, and selection process, in addition to project management through delivery, and monitoring, maintenance and optimization of the equipment through the life of the contract.</p> <p>By working with Roundtrip, Sourcewell members will benefit from our purchasing scale on equipment and services. And as the number of Sourcewell members that we work with grows, we will be able to continuously negotiate better prices and pass along even more savings to members.</p>
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Roundtrip internal team will be the initial contact for any customer service, product, or training question or issue. Every customer is assigned a customer service representative. For any query, Roundtrip initial response time will be within the hour during normal business hours. The issue will then be tracked and monitored through an assigned ticket number and coordinated by the customer service representative and directed to the appropriate servicing body.</p> <p>In many cases, because of our integrated software, we will be able to diagnose a problem through our online, and address many of them remotely. We also track an array of performance measures and benchmark them across our network, utilizing this information for both ongoing design and service improvements.</p> <p>As an example, if the vehicle is down Roundtrip will, first try to diagnose and address the issue remotely. If we can't solve it immediately, we will dispatch the appropriate servicer, which may be from the local equipment dealer, or from our mobile repair team. Another example, if the charging system is not functioning properly, Roundtrip will try to diagnose and address the issue remotely, and if not will contact the charging station manufacturer or mobile service partner to quickly conduct the repair.</p> <p>Roundtrip' customer service team is committed to ensuring our customers maximize uptime, maximize performance, and maximize cost effectiveness.</p> <p>We employ a four pronged approach, as outlined in question 28, which are 1) design the right long term solution for the customer (as opposed to simply sell them equipment) upfront which best suits their needs, 2) utilize our technology to predict and address any issues early or even before they happen, 3) provide upfront and ongoing training to drivers and technicians so help to maintain equipment, reduce issues, and spot and address others, and 4) deploy a combination of our internal and nationwide repair experts to rapidly fix any problems.</p> <p>As a result, Sourcewell members benefit from Roundtrip service approach which utilizes an ongoing array of data, in house capabilities, dealer network & OEMS, and third-party national service partners to minimize issues, improve performance, and address issues quickly, efficiently, and cost effectively.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Roundtrip is committed to providing and supporting our products and services to any Sourcewell participating entity that is operating medium/heavy duty trucks in the United States. We bring state of the art equipment, electric vehicle fleet and energy management capabilities and the internal and external resources to support any Sourcewell member across North America. We are an end-to-end solution provider that is aligned with and committed to supporting Sourcewell members' long-term success.</p>

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Roundtrip is committed to providing products and services to any Sourcewell participating entity in Canada that is operating medium/heavy duty trucks. Roundtrip can offer Fleet Electrification Transition Planning, Management, and Related Services to any Sourcewell member in North America that is operating medium/heavy duty trucks and support their fleet electrification and transition end-to-end.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	No geographic areas of the contiguous US or Canada will be excluded.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	All Sourcewell participating entity sectors are serviceable by Roundtrip. No sectors are excluded.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Roundtrip does not have any specific contract restrictions that would apply to Sourcewell's participating entities in Hawaii, Alaska or the US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Roundtrip's strategy for promoting this contract opportunity to Sourcewell members includes:</p> <ul style="list-style-type: none"> Identifying targeted participating entities with medium/heavy duty vehicles to gauge their initial interest in fleet electrification integration; Promoting our compelling value proposition for an end-to-end service model enabling fleet electrification and the benefits of integrating medium/heavy electric vehicles in their current fleet, including reduced emissions, noise reductions, reduced operating costs, and lower initial capital investments; Customizing the value proposition for different participating entities, based on their unique needs and preferences; Highlighting the additional benefits of using a Sourcewell contract, such as streamlined procurement and pricing, and reduced administrative burden; Marketing Channels: Utilizing multiple marketing channels to reach the target audience, such as trade shows, conferences, webinars, and social media; Leveraging the Sourcewell contract in all marketing channels to promote its benefits, such as streamlined procurement and pricing; Creating targeted content such as case studies, whitepapers, and blog posts to educate the target audience about the benefits of electric garbage trucks and how they can integrate them into their operations; Using digital marketing tactics such as email marketing, paid search, and display advertising to reach the target audience; Using direct mail or other traditional marketing tactics to reach local decision makers and influencers; Building strategic partnerships with organizations that have strong relationships with municipalities and local governments, such as trade associations, industry publications, and sustainability organizations; Collaborating with these organizations to develop educational resources, co-host webinars or events, or showcase the product in their publications or social media channels; Partnering with Sourcewell to provide additional resources and education to potential customers about the benefits of the contract and how to use it; Collecting research through feasibility studies to determine their specific needs and preferences, such as environmental sustainability, noise reduction, and cost savings; Directly engaging with key stakeholders within the organization (fleet managers, department heads, city council members, procurement officials, etc. This engagement will be done with the Roundtrip sales team; and Roundtrip's marketing plan will target ALL Sourcewell participating entities with fleet vehicles in the medium/heavy duty vehicle class. By leveraging the Sourcewell contract, REV will provide a focused tailored value proposition, targeted marketing channels, strategic partnerships, and demonstration programs. The goal would be to educate the target audience about the benefits of fleet electrification integration to showcase our proposition in real-world settings to drive electric fleet adoption.

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Roundtrip leverages a comprehensive suite of marketing technologies, with a focus on cutting-edge Artificial Intelligence (AI) tools, to enhance our outreach and engagement with Sourcewell members. Our approach prioritizes data-driven insights and personalization to deliver the most relevant information to our target audience.</p> <p>AI-Powered Data Analysis and Customer Insights:</p> <p>We are actively integrating cutting-edge Artificial Intelligence (AI) tools like ChatGPT and Google Bard into our marketing efforts. This integration will empower Sourcewell members to gain deeper insights from their operational data through AI-powered analytics within our proprietary software. Our AI enabled software will automatically identify patterns in fleet usage data, predicting maintenance needs, and suggesting optimal charging schedules. This will be a game-changer for effective fleet management.</p> <p>Targeted Audience Segmentation and Lead Generation:</p> <ul style="list-style-type: none"> • CRM and AI-Driven Segmentation: We utilize HubSpot's CRM platform to segment Sourcewell's member base by factors like geographic location. We're exploring the potential of AI to further refine segmentation based on website behavior, content downloads, and social media engagement. This will allow us to tailor messaging and content with even greater precision. • Website Lead Generation: Our website tracks visitor activity, identifying those interested in fleet electrification planning, management, and related services. We offer downloadable resources like case studies, whitepapers, and e-books to capture their information and educate them on the benefits of electrification. • AI-Powered Lead Nurturing: We leverage HubSpot forms and landing pages to capture lead information and track conversion rates. Additionally, we use social media profiles (company and executives) to engage with prospects through targeted interactions and outreach tactics including page invites, connection requests, post comments, and direct messages. Compelling social content like infographics, short videos, and articles further attract, educate, and build a community of relevant prospects. We're investigating the use of AI to personalize lead nurturing emails based on individual interests and past interactions, ensuring the most relevant content reaches each prospect at the right time. <p>Personalized Communication and Engagement with AI:</p> <ul style="list-style-type: none"> • Email Marketing: We create targeted email campaigns for each Sourcewell member category (Non-Profit, K-Higher Ed, or State) with customized content tailored to their specific interests in fleet electrification. HubSpot's email marketing tools allow us to automate email campaigns and track key metrics like open rates, click-through rates, and conversions. Furthermore, automated email workflows nurture leads over time by providing valuable educational content and opportunities to connect with sales representatives. • Personalized Messaging with AI Optimization: We leverage HubSpot to tailor messaging based on a customer's service stage or year with Roundtrip. This ensures each customer feels confident in our reliability. Additionally, personalized website messaging is used for scheduling preventative maintenance intervals, highlighting financing programs, promoting EV technology advancements, sharing industry updates, and providing information on state/federal funding opportunities. We're looking into using AI to optimize this personalized messaging further, dynamically adjusting content and offers based on real-time customer data and behavior. <p>Data-Driven Optimization and Reporting:</p> <ul style="list-style-type: none"> • CRM Analytics: We utilize HubSpot's reporting and analytics tools to track key performance indicators (KPIs) such as lead generation, conversion rates, and engagement rates. This data guides our marketing efforts and ensures optimal campaign performance. • Social Media Optimization: Hootsuite allows us to analyze the performance of our social media posts, optimize messaging and content, and adjust campaign tactics for continuous improvement of our social media presence.
38	<p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP?</p> <p>How will you integrate a Sourcewell-awarded contract into your sales process?</p>	<p>The growing interest in electric truck adoption among municipalities presents a significant opportunity. As a first step, on notice of award, Roundtrip will reach out to its pipeline of municipal customers and let them know of the Sourcewell award. We expect this to generate significant interest simply because Sourcewell members will now foresee an easier procurement path.</p> <p>A Sourcewell contract also addresses a lot of complexities related to federal and state funding programs that are difficult to integrate into a municipalities procurement process. A Sourcewell contract would alleviate these challenges by establishing a pre-vetted and efficient procurement mechanism. This streamlined approach would allow municipalities to prioritize implementing their electric truck solutions and dedicate less time navigating complex procurement procedures.</p> <p>Roundtrip is committed to providing comprehensive sales training for its team. We are actively developing a robust training program specifically designed to leverage the Sourcewell contract effectively. This program will draw upon Roundtrip's experience with training for other cooperative procurements and federal funding programs. Furthermore, we plan to engage a consultant with proven expertise in Sourcewell sales and municipal sales to help us with the roll out of our Sourcewell contract.</p>
39	<p>Are your products or services available through an e-procurement ordering process?</p> <p>If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>As the services specializing in Fleet Electrification Transition Planning and Management are tailored to each participating entity's specific needs, it is not applicable for our products to be available through an e-procurement ordering process.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities.</p> <p>Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Roundtrip believes that in order for municipalities to successfully transition to electric vehicles, new technology training has to be a top priority. To this end we have included training in both our Full Service Lease and Enterprise offerings. A more detailed overview of our training program is provided below:</p> <ul style="list-style-type: none"> • Training and Support - Roundtrip offers comprehensive training as a standard part of our refuse truck Full Service Lease and Enterprise offerings. This training is included in the fixed annual price and covers all aspects of operating and maintaining your electric fleet, including vehicles, chargers, and software. • Tailored Training for All Municipality Stakeholders - We collaborate with OEMs and dealers to ensure Sourcewell members receive proper training for various personnel. This includes transportation directors, budget officers, drivers, and mechanics. Presentations and materials are customized to each customer's specific depot layout, vehicle types, and charger configuration. • Ongoing Support and Resources - Following initial training, Roundtrip creates and maintains an online repository of all training materials. We're readily available to provide additional training for new staff or upon request. • Maximized Efficiency and Performance - Roundtrip prioritizes driver and mechanic preparedness for operating and maintaining electric refuse trucks. We ensure each team is confident in providing reliable service and knows who to contact for assistance. Additionally, our Dashboard software is unique in that provides valuable operational data that integrates both the chassis and the body. This data can optimize driving habits, payload optimization, charging strategies, and route planning for increased vehicle range and efficiency (measured in miles per kWh). • Value-Added Solutions: Depending on the Sourcewell member's needs and utility setup, Roundtrip will expand it's offering to utilize electric truck batteries as mobile energy storage. This can include providing grid services (demand response and peak shaving) or reducing on-site peak load. Roundtrip will also explore resiliency solutions like solar panels, battery storage, microgrids and emergency backup power that will support and enhance a municipality's electric truck operations. However, Roundtrip's top priority remains unwavering: ensuring a charged and route-ready vehicle for every duty cycle.

41	Describe any technological advances that your proposed products or services offer.	<p>Roundtrip's offerings include several unique technological attributes that set us apart from our competition making us an attractive partner for Sourcewell members. These include:</p> <ul style="list-style-type: none"> • Equipment Interoperability: Roundtrip is equipment agnostic and that means that we work with a wide range of chassis OEMs and body OEMs. A full list of chassis available to Sourcewell members via Roundtrip is provided in exhibit 3-16. Integrating electric chassis OEMs with a body is a complex engineering problem that is compounded in electric vehicles due to a heavier and larger battery. Each chassis OEM has a unique location for the battery and has a different weight distribution of the battery. This is very different from an ICE chassis which is standardized. As a result, integrating a large and heavy refuse or roll-off body on to a battery outfitted electric chassis becomes a very iterative and intensive calibration process. Not all bodies will integrate successfully with an electric chassis. Very often dealers provide a truck where the integration is far from optimal, resulting in suspension failures which in turn result in downtime. Roundtrip's engineering team has developed its own knowledge base of chassis and body combinations that are known to work. Roundtrip will provide this expertise to Sourcewell members as part of its offerings. • Charger Interoperability: Another significant hurdle is ensuring that the trucks seamlessly integrate with chargers. This ensures that every truck is fully charged overnight and ready for the next day's route. With a growing number of vehicle and charger manufacturers, ensuring compatibility between all possible combinations can be challenging. However, as an equipment-agnostic provider, Roundtrip can work effectively with virtually any brand of truck or charger. Roundtrip can deploy chargers from leading manufacturers like Borg Warner, ABB and Tritium. Roundtrip's best in class software platform facilitates communication between the battery, charger, and other systems that are crucial for efficient charging management. • An Integrated Software Platform: Roundtrip's software platform is a first in the industry that it is only the platform to integrate the chassis, the body and the charging into one platform. Most of our competitors just focus on optimizing and managing the charging. Our software platform provides valuable operational data that captures the number of lifts, pickups, compactions in addition to chassis data like energy (kWh) consumed per mile, distance traveled etc. that are fairly easy to capture. Sourcewell members will be able to optimize their operations by capturing this data on a daily basis. • Energy Management Software: Roundtrip's energy management software not only optimizes charging based on factors like wholesale markets, time-of-use rates, and load-based charges, but also plays a vital role in reducing electricity costs. This allows us to underwrite electricity cost risks and offer Sourcewell members fixed operational costs with guaranteed savings. • Beyond Charging: Maximizing Value The software platform's capabilities extend beyond charging management. It can also be used to dispatch electricity back to the grid (Vehicle to Grid) or power buildings (Vehicle to Building) when applicable. In conjunction with New York state, Roundtrip is conducting the first pilot V2G program for refuse and roll-off trucks. Sourcewell members that use Roundtrip's offering will benefit from Roundtrip's V2G capabilities and will generate both cost savings and potential revenue streams.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Roundtrip is committed to accelerating the electrification of medium- and heavy-duty vehicles, starting with refuse trucks. Roundtrip focuses on refuse trucks because among other things, they are the largest contributors to greenhouse gas emissions, releasing an estimated 100-150 tons of CO2 annually. This is more than four times the emissions of a school bus and 23 times more than a car.</p> <p>Electrifying refuse truck fleets offers a substantial environmental benefit. These electric vehicles produce zero tailpipe emissions, eliminating local air pollution entirely. Additionally, they contribute to a reduction in overall greenhouse gas emissions. While the exact reduction depends on location and grid makeup, Roundtrip estimates that electrifying a diesel garbage truck will reduce 1,250 – 2,500 tons of CO2 over the useful life of the truck.</p> <p>Beyond Emissions Reduction: Grid Integration: The large batteries powering the electric trucks can function as mobile energy storage units. They can support the grid by injecting electricity back to the grid during periods of high demand, often during peak demand times (3pm – 9pm) when refuse trucks are not in operation. This not only benefits the environment but can also generate revenue for Sourcewell members through participation in programs like Connected Solutions and Flexible Load Management.</p> <p>Enabling a Large-Scale Transition: Roundtrip believes that vehicle electrification is inevitable. It is not a matter of if but a matter of when. We will empower Sourcewell and its members, along with local utilities, to become leaders in this transition. Many communities have ambitious climate goals with tight deadlines, making effective monitoring and measurement of progress crucial.</p> <p>Transforming Trucks into Environmental Sensors: Electric refuse trucks, with their consistent routes and clean operation, hold exciting potential as mobile environmental data collectors. Roundtrip will equip medium and heavy duty trucks with environmental monitoring and sensing packages. This initiative will empower Sourcewell members to measure and monitor air quality within their communities. By installing mobile sensors on electric refuse trucks, we can collaborate with towns and cities to map air quality data as the trucks navigate their routes. Over time, this data collection will be invaluable in pinpointing the optimal locations for permanent, high-resolution air quality sensors. These permanent sensors will provide a long-term monitoring platform for the community, while the mobile sensors on the trucks can remain for spot checks and tracking seasonal changes. This add-on service will be available to interested Sourcewell members.</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>While Roundtrip's electric vehicles and equipment offer significant environmental advantages over traditional gasoline or diesel options, there are currently no specific eco-labels or certifications associated with this type of heavy-duty electric equipment.</p> <p>Looking at the vehicle's lifecycle, real-world data on medium- and heavy-duty electric vehicles suggests that the electric drivetrains will likely outlast the lifespan of the engine in a comparable gasoline or diesel vehicle. However, the body and chassis may become the limiting factor, particularly in regions with high rates of corrosion.</p> <p>Roundtrip is actively researching and collaborating with partners to explore solutions for extending the useful life of these bodies and chassis. Roundtrip has partnerships with entities that can refurbish both the chassis and the body and extend their useful life. The batteries on board the truck will most likely retain 70-80% of the total capacity and could very well have a second useful life or be recycled into new batteries. As an entity that has a strong focus on the waste management industry, Roundtrip is focused on achieving a circular economy that maximizes resources and minimizes waste.</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.	Roundtrip qualifies as a Small Business Entity, certification is pending.

45	<p>What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?</p>	<p>Roundtrip offers a unique combination of expertise, risk mitigation strategies, and financing options specifically designed to address the challenges faced by Sourcwell members transitioning to electric vehicle (EV) fleets. Here's what truly sets Roundtrip apart:</p> <ul style="list-style-type: none"> • We are focused solely on electric. Unlike dealers we do not sell both ICE vehicles and electric vehicles. Selling ICE and electric require very different skill sets, technology and personnel • We have a focus on medium and heavy-duty vocational trucks that are used by municipalities, starting with refuse. We do not sell school buses, vans or long haul freight trucks as we believe they have very different duty cycles and complexities • We are independent. We are not tied to any OEM or dealer. We procure the equipment that is best suited for each job and for each route • We have skin in the game: Roundtrip goes beyond traditional offerings to provide Sourcwell members with unparalleled peace of mind through industry-leading uptime and cost guarantees: <ul style="list-style-type: none"> o Guaranteed Truck Uptime: If a municipality's electric chassis isn't working and isn't fixed by the original equipment manufacturer (OEM) or its dealer within 30 calendar days, Roundtrip will either pay a capped penalty fee or provide a replacement truck for a limited period. This ensures minimal disruption to your critical operations. o Guaranteed Charger Uptime: Roundtrip will ensure that the charging system provided to the municipality is available for charging at least 96% of the time on an annual basis. This guarantee minimizes downtime associated with faulty charging infrastructure. o Fixed Part Costs: Roundtrip will reimburse the municipality's costs for spare parts on the truck subject to certain caps and limitations. This predictability helps with budgeting and eliminates unexpected expenses for essential maintenance. o Fixed Electricity Costs: Roundtrip can enter into power purchase agreements with the utility so that the municipalities' electricity generation or commodity costs are fixed for the entire duration of the contract. This shields your budget from volatile electricity market fluctuations. • Flexible Financing Options: Roundtrip tailors financing solutions to the specific needs and budget constraints of each Sourcwell member. This ensures affordability and broadens accessibility to EV technology across participating entities. <p>Roundtrip's streamlined turnkey solution empowers members to achieve their sustainability goals while optimizing costs, minimizing administrative burdens, and ensuring reliable fleet operation. Sourcwell participating entities will have the ability to utilize a project management team and their leading industry partners to find a full-service solution to their electric fleet integration proposition at a low entry point reducing the initial capital expense.</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>Yes, our warranties will cover products, parts and labor but they will vary depending on the truck/charger combination selected by the customer and will depend on the OEM's warranty program. In fact, transitioning to electric refuse trucks entails a complex warranty management process as it involves multiple pieces of equipment i.e. the electric vehicles, charging infrastructure, and associated software. Roundtrip simplifies this process for Sourcewell members by assuming responsibility for all manufacturer warranties and extended warranties (if applicable) for both the vehicles and charging systems. A brief overview of our typical OEM warranty package is provided below:</p> <ul style="list-style-type: none"> a. Chassis – 2 years or 50,000 miles or 8,000 hours. Normal wear and tear is excluded b. Battery warranties: 5 – 8 year / up to 400,000 miles or 32,000 hours. This warranty covers the battery packs, battery management systems and warranties up to 70% of the specified battery capacity. As mentioned below REVS will, as part of the REVS M&R package, continue to service the battery after these warranties expire and will bear financial responsibility until the last year of our service contract. c. Motor: up to 5 years / up to 250,000 miles or 20,000 hours d. Controller: up to 5 years / up to 250,000 miles or 20,000 hours e. Powertrain: up to 5 years / up to 250,000 miles or 20,000 hours. This covers the transmission/transmission case and TCU. f. Cab: up to 2 years / up to 50,000 miles or 8,000 hours. This warranty covers the cab rotating device/seat belt assembly/ door lock/window glass/switch/hinge/rearview mirror assembly/windshield/door glasses/washer assembly g. Frame/Axle/Brake system/Cooling system/Steering system/suspension/wheel: up to 2 years/ up to 50,000 miles or 8,000 hours h. HVAC: up to 2 years/ up to 50,000 miles or 8,000 hours i. Low-Voltage Electrical Components: up to 2 years/ up to 50,000 miles or 8,000 hours j. Interior: up to 2 years/ up to 50,000 miles or 8,000 hours k. Upper body: up to 2 years/ up to 50,000 miles or 8,000 hours l. Short Service – Life Items: up to 2 years/ up to 50,000 miles or 8,000 hours <p>By acting as a single point of contact for all warranty claims and service requests, Roundtrip eliminates the need for Sourcewell members to navigate a web of individual warranties offered by various entities. This streamlines the process and ensures prompt resolution of any issues related to warranties or service needs.</p> <p>To further enhance operational efficiency, Roundtrip offers uptime guarantees for both electric refuse trucks and charging infrastructure. This minimizes downtime and ensures that the Sourcewell member's electric fleet remains operational for maximum productivity.</p> <p>Roundtrip also provides comprehensive service and repair management. Throughout the contract term, documented inspections, routine maintenance, and repairs are reimbursed, regardless of whether they fall under the manufacturer's warranty. This simplifies budgeting for Sourcewell members and eliminates unexpected expenses associated with service and maintenance.</p> <p>Furthermore, Roundtrip recognizes that some Sourcewell members may have existing in-house mechanics capable of performing routine maintenance. The program is flexible and can integrate with existing maintenance practices. However, if in-house service isn't available, Roundtrip leverages its network of dealer and service provider relationships to ensure prompt service whenever necessary.</p> <p>Roundtrip M&R Package Overview</p> <p>To supplement the warranties provided by the OEMs, Roundtrip offers the Roundtrip M&R Package to all Sourcewell members, a comprehensive 10-year M&R program for all municipal customers that covers products, parts and labor (only if required) for all the equipment we provide during and after warranty. Roundtrip's M&R package is best in class and unique in that it includes maintenance and repair for both the chassis and body. This includes after-warranty coverage on the truck battery until the end of the contract wherein Roundtrip will bear all financial and operational responsibility for the battery if something were to fail. Key features of this package include:</p> <ul style="list-style-type: none"> a. Quick response times to equipment failures via our mobile/partners mobile service technicians b. Remote diagnostics and troubleshooting that allow us to troubleshoot and fix equipment issues as quickly as possible c. Monthly reports that capture the electric truck and charger's performance and maintenance data d. Reimbursements for any chassis, body, and charger repairs e. Roundtrip Tire Program, which covers a certain number of tire replacements or reimbursements for each truck depending on the class of the truck f. Roundtrip Hydraulic Program which covers the cost of maintenance on the hydraulic body up to the limits as described. <p>Thus even after the manufacturer's warranty expires, Roundtrip's commitment continues. Sourcewell members are reimbursed for documented service work and associated costs based on pre-agreed hourly labor rates and parts costs. This ensures transparency and predictable budgeting for your electric refuse truck fleet's service and maintenance needs.</p> <p>In summary, by assuming ownership of warranties and managing service provision, Roundtrip offers Sourcewell members a simplified and efficient solution for maintaining their electric refuse truck fleets. This allows members to focus on their core operations while ensuring reliable and efficient service for their communities.</p>
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Roundtrip ensures transparency in service and maintenance reimbursement for electric refuse trucks.</p> <p>Manufacturer Warranty Coverage: Reimbursement for inspections, maintenance, and repairs is subject to the terms of the underlying manufacturer warranties, which are provided as part of our contracts with Sourcewell members. These warranties vary by manufacturer, so it's important to review them carefully.</p> <p>Improper Use and Warranties: Roundtrip provides training for drivers and mechanics to highlight potential differences between electric vehicle warranties and traditional internal combustion engine warranties. This training focuses on areas like charging practices and charging cycles that may impact warranty coverage. If a vehicle is used or maintained in a way that voids the manufacturer's warranty, the associated repairs would become the responsibility of the Sourcewell member.</p> <p>Mileage Considerations: Annual Mileage Cap: Our contracts with Sourcewell members include an annual mileage cap for electric refuse trucks. Members have the flexibility to continue using a vehicle beyond the annual cap. However, exceeding the cap will incur an additional cost-per-mile fee. This fee compensates Roundtrip for potential increases in: Fueling Costs (applicable to ancillary equipment), Maintenance and Repair Needs and Reduced Vehicle Residual Value</p> <p>By clearly outlining these terms in our contracts and providing comprehensive training materials, Roundtrip ensures Sourcewell members have a clear understanding of service and maintenance coverage for their electric refuse trucks.</p>
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>No, there are no regions in the US or Canada that Roundtrip cannot service. Roundtrip has relationships with chassis and body dealers throughout North America. Roundtrip also has on the ground partners for charging and infrastructure issues (who in many cases designed and constructed the initial build out) across the United States and Canada. Roundtrip also has partnerships with several refuse body and chassis technicians that have mobile service capability. These technicians can travel to a site and get a broken truck up and running in a short amount of time.</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?	Owning both the electric refuse trucks and charging infrastructure allows Roundtrip to simplify warranty management for Sourcewell members. This eliminates the need for members to navigate a complex web of individual warranties offered by vehicle manufacturers, charger manufacturers, general contractors, engineers, software providers, and other vendors. Roundtrip takes responsibility for all these warranties, along with any extended warranties that may be available. Additionally, Roundtrip offers uptime guarantees for both the trucks and charging infrastructure, minimizing downtime and ensuring operational efficiency. As the single owner of the equipment, Roundtrip serves as the sole point of contact for all warranty claims, service requests, and any issues that may arise. This streamlines communication and problem resolution for Sourcewell members, allowing them to focus on their core operations with the assurance of reliable and efficient electric refuse truck service.
51	What are your proposed exchange and return programs and policies?	<p>Roundtrip prioritizes operational efficiency for Sourcewell members by guaranteeing that their electric trucks are charged and route-ready for each duty cycle. This commitment extends to both the vehicles and charging infrastructure. If a manufacturer defect necessitates replacing a vehicle or charger to fulfill our uptime guarantee, Roundtrip will handle the replacement at no additional cost to the member.</p> <p>To minimize downtime risks, Roundtrip employs a proactive approach to charger maintenance. For larger deployments, our partners maintain a stock of essential charger parts, allowing for swift repairs if necessary. As the warranty holder for both vehicles and chargers, Roundtrip manages communication and logistics with manufacturers to secure replacement equipment or parts in the event of a breakdown. This ensures timely repairs and minimizes service disruptions.</p> <p>By prioritizing uptime and implementing these strategies, Roundtrip helps Sourcewell members maintain reliable electric truck operations and achieve their sustainability goals.</p>
52	Describe any service contract options for the items included in your proposal.	Both the Full Service Offering and Enterprise offerings by Roundtrip are service contracts that contain standard services included in the form of a fixed annual fee. The only difference between the two is that in the Enterprise Offering, the Sourcewell member can buy all the equipment with support from Roundtrip at preferred prices. The service component of the Enterprise offering remains the same as the Full Service Offering.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	<p>We accept payments by check, wire, ACH or P-Card. Payment terms are net 30 days from invoice.</p> <p>Roundtrip charges a monthly fee for the duration of the contract term that is payable commencing from the initial date the equipment is operating and payable in advance on the first day of every month. Sourcewell members can also pay the fixed contract price annually in advance, commencing upon the commencement of operations of the applicable vehicle or services.</p> <p>Additionally, upon signing of a contract, a deposit amount will be due and payable to cover expenses related to the infrastructure site visits and planning, which will be dependent upon the individual site's requirements, and deposits on equipment if required by the manufacturer.</p>
54	Describe any leasing or financing options available for use by educational or governmental entities.	Roundtrip's Full Service Lease Offering includes financing for the Class 4-8 chassis, body and charging infrastructure. Under the Full Service Lease offering, Sourcewell members would be responsible for one monthly fixed fee over a 7-year term or 10-year term. Roundtrip will own and provide the truck and charger equipment to the participating entity and will also provide the Roundtrip M&R Package, along with energy management capabilities, integrated software, route optimization, all included in the one monthly fee. Our contracts for both the Full Service Leasing offering and Enterprise offerings are services agreements similar to an operating or closed end lease. Roundtrip's tax ownership of the equipment and infrastructure lets Roundtrip realize and pass-through to the Sourcewell member maximum tax benefits from depreciation, Inflation Reduction Act tax credits (Section 45W and Section 30C). Under this structure, the vehicles are subject to mileage caps and Roundtrip retains ownership, and repair and residual value risk, though the contract term.
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.	Roundtrip typically enters into a signed customer contract with standard terms and conditions that are compliant with Sourcewell requirements, and attached schedules that provide details of the products and services Roundtrip will provide. When Roundtrip is procuring the equipment on behalf of a Sourcewell member, the contract is a direct bilateral contract between Roundtrip and the Sourcewell member, which ensures that all orders are processed by Roundtrip without any dealer intermediaries. A sample of our contract is included as Exhibit 29
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we do accept the P-Card procurement and payment process for monthly fees. There is no additional cost to Sourcewell members for using this process.

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 *
-----------	----------	------------

<p>57</p>	<p>Describe your pricing model (e.g., line-item discounts or product-category discounts).</p> <p>Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.</p>	<p>Roundtrip offers two types of pricing models and contracts ("Full Service Lease" and "Enterprise") for electric refuse truck deployment, as described below. These models provide a comprehensive solution with a fixed annual cost per vehicle, tailored to the specific operational requirements of each Sourcewell member.</p> <p>Pricing Factors: The final annual cost considers several factors:</p> <ul style="list-style-type: none"> • Chassis Selection: The type of electric truck selected (including class, battery capacity and range) • Body Selection: The type of body (e.g., refuse vs. box), configuration of the body (e.g., sideloader vs. rearloader) and the capacity (10 yards vs. 31 yards etc.) • Charging Infrastructure: The size and volume of the depot, along with the required charging infrastructure capacity and type (e.g., DC fast chargers vs. Level 2 AC chargers) • Local Utility & Rate Tarriff Plan: The rate plan offered by the local utility and willingness to enter into long term PPAs • Vehicle Customization: Any customer-requested customizations or upgrades for the vehicles will be reflected in the final price. <p>We have provided pricing for both our products:</p> <ul style="list-style-type: none"> • The "Full Service Lease" offering which includes a lease of all the equipment and infrastructure combined with the entire suite of services and; • The "Enterprise" offering which includes the entire suite of services but without a lease. Sourcewell members procure the equipment and infrastructure directly with support from Roundtrip using Roundtrip's preferred pricing and volume discounts. <p>The list of service offerings included in both our Enterprise and Full Service Lease offerings are provided below:</p> <ul style="list-style-type: none"> • Vehicle maintenance and repair • Charger maintenance and repair • Guaranteed Truck and Charger Uptime • Site & Equipment plan • Electrical infrastructure and installation • Government incentives & rebates • Driver and Technician Training • Energy Management • Proprietary Software • Technology integration • End-to-end Optimization <p>Sourcewell members are responsible for providing drivers and can also choose to continue using their own mechanics. In terms of pricing term and structure, Roundtrip's initial contract price is fixed for the first year. Subsequent years are subject to a CPI based escalator to account for potential inflation over the contract term (ranging from 5 to 10 years for Enterprise and 7 or 10 years for Full Service Lease).</p> <p>The pricing sheet attached to this application (Exhibit 57) provides a breakdown of a) the equipment and infrastructure cost, b) the monthly fee for our Enterprise offering and c) the monthly fee for our Full Service Lease offering, for each type of truck and charger.</p> <p>The equipment cost or the "Total Equipment List Price" provided in the pricing sheet reflects the total purchase cost after factoring in customer-requested specifications and upgrades, shipping costs (freight and insurance) and any import tariffs or duties. The Total Equipment List Price will typically be reduced by any grants or incentives received by Roundtrip on behalf of a Sourcewell member. Since grants are not guaranteed, we have excluded them from our pricing sheet.</p> <p>The Enterprise offering comes in the form of a fixed monthly fee that includes all the services offered by Roundtrip. The contract duration would be anywhere in between 5 to 10 years depending on the need of the municipality. In the Enterprise offering where the municipality purchases the equipment directly, Roundtrip will work with the municipality to ensure that they receive all applicable grants, vouchers and tax credits directly.</p> <p>The Full Service Lease offering is a combination of our Enterprise offering and the leased cost of all the equipment and infrastructure. The Full Service Lease offering is also a fixed monthly fee that we charge for either a 7 year term or a 10 year term. However, in contrast to the Enterprise offering, Roundtrip will directly receive any applicable incentives and tax credits and pass them through to the Sourcewell member. Roundtrip will adjust the Full Service Lease monthly price for tax credits that are available for the vehicle and the charging infrastructure and also, wherever possible, factor in tax benefits related to depreciation or accelerated depreciation. Roundtrip's Full Service Lease offering is intended to work with state, utility and federal incentives, and any specific incentive requirements, reporting obligations, or conditions will be addressed in our contract. For the avoidance of doubt, if rebates, grants, make-ready support, or other existing incentives are available, those values will be applied either as a 100% passthrough to either reduce the contract price if the incentive is received by Roundtrip or will be transferred directly to the Sourcewell member.</p> <p>Roundtrip's pricing sheet reflects also includes the discount for Sourcewell members (25%) and our volume discount (5%).</p>
<p>58</p>	<p>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.</p>	<p>Roundtrip is offering Sourcewell participating entities up to twenty five percent (25%) discount off of its standard Full Service Lease and Enterprise offering prices. For customers that procure in bulk, Roundtrip will apply an additional volume discount of up to five percent (5%) if they buy more than 10 trucks within 3 years, resulting in a total discount of up to thirty percent (30%).</p>
<p>59</p>	<p>Describe any quantity or volume discounts or rebate programs that you offer.</p>	<p>In addition to the Sourcewell Member Discount of 25%, Roundtrip offers Sourcewell Members volume discounts of 5% if they buy more than 10 trucks within 3 years, resulting in a total discount of up to thirty percent (30%).</p> <p>The volume discounts are structured in a way to give Sourcewell members the volume benefit from multi-year procurements, provided the vehicles are procured under a single contract. This allows for cost savings even if the vehicles are delivered over multiple years. These volume discounts stem from two primary factors: vehicle purchase discounts and depot size economies of scale. Certain vehicle manufacturers may offer Roundtrip volume discounts for large equipment purchases. These discounts are reflected in the vehicle acquisition cost on the pricing sheet, resulting in a lower overall contract price for the Sourcewell member.</p> <p>However it is pertinent to note that the cost benefits associated with economies of scale are not always straightforward.</p> <p>While economies of scale generally offer cost savings for larger projects requiring more extensive charging infrastructure, the specific advantage can vary depending on the unique needs of each deployment. For instance, exceeding a certain electrical service capacity can lead to significant spikes in interconnection costs, potentially negating the benefits of a larger depot size. To ensure optimal pricing for each member, Roundtrip conducts a comprehensive feasibility review and site inspection. This inspection evaluates factors such as the cost-effectiveness of scaling the depot size, service level options and other key cost drivers specific to the member's requirements.</p>
<p>60</p>	<p>Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.</p>	<p>To the extent that Sourcewell members require any sourced products or related services that are outside of Roundtrip's standard offering, Roundtrip will offer these sourced products on a cost-plus percentage basis that will not exceed 20%. Examples of sourced products could include tipper, winches, electronic sensors, cameras etc.</p>

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 costs are not in the Pricing Schedule: costs of insurance, vehicle registration fees and costs of electrical infrastructure installation on the utility-side of the meter. Vehicle insurance costs are primarily dependent on the member's operating history, claims history and the driver track records. We believe this cost is better handled bilaterally between the participating entity and their insurance company. Roundtrip services include providing assistance, if needed, in securing insurance from our network of preferred insurance partners. Similarly, vehicle registration fees are also payable by the participating entity directly. Similarly costs of electrical infrastructure on the utility side of the meter are typically handled by the local utility. These costs are related to equipment like transformers, substations etc.	*
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.	Roundtrip pricing already includes costs related to the freight/delivery of truck and charger equipment for the 48 contiguous US states and the District of Columbia.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping to Alaska, Hawaii and Canada or any offshore delivery will be provided on an as-quoted basis by the respective OEM.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A. None.	*

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.	Our pricing sheet has more details, but we typically offer a 10% discount at most for our customers but we decided to offer a 25% discount to Sourcewell members with the possibility of an additional 5% in volume discounts. This 30% discount is better than what we typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with 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.	Roundtrip captures sales opportunities in our Customer Relationship Management ("CRM") system, currently HubSpot. Participating entities will be identified with a Sourcewell label in the partner field of the CRM. Our new customer onboarding process includes use of the partner field for customer service, billing and revenue share purposes. When participating entities are set up in the accounting system, they will be classified as a "Sourcewell" customer. The list of "Sourcewell" customers in the accounting system is independently compared to the CRM system on a monthly basis to ensure completeness. Pricing established in the accounting system is compared to the contract to ensure proper pricing. All billings to those customers are summarized by the accounting system and the administrative fee is calculated based on the requirements of the Contract. The administrative fee is subject to review by management to ensure accuracy of the calculation. The quarterly report to Sourcewell will be compiled from the monthly reports and is subject to review by management and compared to the prior report to ensure consistency in pricing and compliance with the Contract requirements.
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.	Internal metrics include the number of Sourcewell participating entities engaged (by stage in the sales process), closed won, or closed lost. Also, for sales won, we will compare delivery metrics against the project plans, performance metrics of the equipment such as charge and discharge rates, and customer support activities (number of tickets and resolution time). Revenues and costs will be reviewed monthly against expectations. Exceptions are escalated to senior management as needed
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.)	Roundtrip will pay the following monthly administrative fees to Sourcewell based on the contracts generated through Sourcewell. • For Full Service Lease offering - o Class 4: \$100/vehicle monthly o Class 5: \$150/vehicle monthly o Class 6: \$200/vehicle monthly o Class 7: \$250/vehicle monthly o Class 8: \$300/vehicle monthly • For Enterprise offering - o Class 4: \$50/vehicle monthly o Class 5: \$75/vehicle monthly o Class 6: \$100/vehicle monthly o Class 7: \$125/vehicle monthly o Class 8: \$150/vehicle monthly The administrative fee will be paid quarterly to Sourcewell.

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.	As is clear from our name, Roundtrip believes that medium and heavy duty trucks that a) have duty cycles that are less than 200 miles a day and b) complete a "roundtrip" starting and ending at a depot, are perfect candidates for

electrification. This means that almost the entire suite of medium and heavy-duty trucks that are owned by municipalities and towns across the US and Canada fall within our target market and can be electrified over the next few years. This typically includes Class 6-8 refuse trucks, dump trucks, roll-off trucks, Class 4-5 pickup trucks and street sweepers. Roundtrip does not cater to school buses, vans, passenger EVs (sedans/SUVs).

Sourcewell members can procure two types of offerings from Roundtrip:

- The "Full Service Lease" (or "FSL") offering which includes a lease of all the equipment i.e. truck (chassis+body) and charging infrastructure along with all services provided by Roundtrip
- The "Enterprise" offering which includes Roundtrip's entire suite of services as provided below but without an equipment lease. Sourcewell members can instead procure the equipment up front either directly from their dealers or from Roundtrip using Roundtrip's preferred pricing and volume discounts.

FSL and Enterprise are sold to customers as long-term contracts that range from 5-10 years. A detailed description of the offerings including the various equipment, accessories, and services that are included in each package are provided below. Differences between the two offerings are highlighted within the descriptions:

- Electric Chassis – Roundtrip has preferred vendor relationships with all the OEMs/manufacturers of Class 4- 8 chassis. This includes Battle Motors, Peterbilt, Oshkosh, Lion Electric, Daimler/Freightliner and their entire dealer network which is in excess of 500 stores. Roundtrip will however identify the best electric chassis for the customer based on the customer's duty cycle and operational needs. The Sourcewell member can either choose to procure the chassis for itself (Enterprise) or lease it from Roundtrip (FSL). In either case, the Sourcewell member will have the option to benefit from Roundtrip's volume purchasing power. If Roundtrip leases the equipment to the Sourcewell member, the Sourcewell member will benefit from Roundtrip's tax-advantaged financing structure and low cost of capital. This will in turn lead to lower annual costs for our customers. Roundtrip's FSL program will provide the electric chassis for the customer's use for the entire duration of the contract, which ranges from 5 – 10 years. We leverage a network of reputable dealerships and manufacturers to source electric vehicles that meet our customers' diverse needs. This established network allows for competitive pricing and a streamlined procurement process.
- Integrated refuse body, dump body, box or equivalent - Roundtrip has preferred vendor relationships with all the body OEMs/manufacturers of refuse bodies, box bodies and roll-off bodies. This includes Labrie, Amrep, Curbtender, New Way, McNeilus and Spartan Trucks and their entire dealer network which is well in excess of a 100 locations nationwide. Roundtrip will recommend a body to be outfitted on the chassis based on the customer's operational and payload requirements. This process involves several engineering calls with the chassis and body OEMs to determine if the body can be outfitted on a heavy electric chassis without exceeding the front and rear suspension ratings. Roundtrip has already done this work for most chassis and body combinations and Sourcewell members will benefit from this expertise, which will in turn lead to lower lead times. Additionally, once the body is chosen the Sourcewell member can either choose to procure the body for itself (Enterprise) or lease it from Roundtrip (FSL).
- Charging equipment (for purchase or lease) – Roundtrip has preferred vendor relationships with a wide variety of fast DC charger OEMs/manufacturers. This includes BorgWarner (Rhombus Energy), ABB and tritium. Roundtrip will leverage these relationships to ensure that Sourcewell members benefit from Roundtrip's preferred pricing. Based on the truck's daily charging needs, Roundtrip will also design a DC fast charger (or for Class 4-5 trucks, an AC fast charger) that will be used to charge the trucks overnight. Roundtrip will also ensure that the truck and chargers have the ability to communicate with each other seamlessly. This ensures that the vehicles are always charged and ready to operate on the route. Like the other equipment, Sourcewell members can either procure the charger for itself (Enterprise) or lease it from Roundtrip (FSL).
- Vehicle maintenance and repair - Roundtrip assumes responsibility for covering the costs associated with all planned and unplanned maintenance and repair for the electric vehicles throughout the contract term. This coverage is contingent upon the customer's proper use and care of the vehicles. Roundtrip can either have its own maintenance technicians service the vehicle or simply reimburse the customer for all documented parts and labor costs that are incurred. Roundtrip will be leveraging the OEM dealer network and its own proprietary network for repairs. For repairs related to the electric chassis, Roundtrip will be leveraging its proprietary partnership with Cox Automotive which has 1,300+ technicians, 800+ mobile technicians and 25+ shop locations nationwide. For repairs related to the body, Roundtrip will be relying on its proprietary partnership with Trailers to Trash, a Texas based body repair company that has mobile technicians nationwide. If the customer chooses to complete the repairs, they will be reimbursed based on the open book parts price, manufacturer's standard repair time (SRT), and an estimated labor rate reflecting the customer's actual fully burdened labor rate. When repairs are needed to the vehicles, members will contact Roundtrip Maintenance through an 800 number or via email. Roundtrip Maintenance will respond to initial requests within one hour during normal business hours, and within 24 hours otherwise. For trucks with a compactor body, Roundtrip services include a Hydraulic Body Program, which covers parts and labor for repair and maintenance services on just the body, up to a certain amount depending on the type and configuration of the body. In addition, the Roundtrip Tire Program includes a certain number of rear tires per truck each year. All of these are included in the Roundtrip monthly service fee. In addition, Roundtrip will also coordinate repairs that are not included in our services.
- Charger Maintenance and Repair: Roundtrip will assume full responsibility for the management, operation, maintenance, repair, and potential replacement of all electric vehicle chargers. We prioritize minimizing service disruptions resulting from routine maintenance and work closely with the customer to ensure seamless operations. Roundtrip's experience as a service provider translates into established systems and processes for proactive fault monitoring and resolution for various charger manufacturers. This proactive approach maximizes charger uptime and minimizes potential downtime. For a significant portion of our customers, Roundtrip deploys dedicated on-the-ground support technicians readily available to address both routine and emergency maintenance needs related to charging infrastructure. Additionally, a national network of third-party technicians is available to provide additional support when necessary. Real-time monitoring of charger status and health occurs through our charge management software platform. This continuous monitoring allows for preventive troubleshooting and resolution of many potential charger faults before they cause any operational disruptions. Should on-site maintenance become necessary, Roundtrip will promptly notify the customer and coordinate an appropriate response plan. Furthermore, Roundtrip's Charger Uptime Route-Ready Guarantees incentivize rapid issue resolution.
- Guaranteed Truck and Charger Uptime – Roundtrip provides industry leading guarantees for both the truck and charging system. If a municipality's electric chassis isn't working and isn't fixed by the original equipment manufacturer (OEM) or its dealer within 30 calendar days, Roundtrip will either pay a capped penalty fee or provide a replacement truck for a limited period. This ensures minimal disruption to a municipality's critical operations. Additionally, Roundtrip will ensure that the charging system provided to the municipality is available for charging at least 96% of the time on an annual basis. This guarantee minimizes downtime associated with faulty charging infrastructure
- Site & Equipment plan – Both our FSL and Enterprise offerings include a site and equipment plan to determine suitability for electrification. Roundtrip will perform a route assessment to determine the routes that are best suited for electrification. This will take into account the mileage of the route, the payload of the route, the diesel efficiency and the M&R spend on the routes. Once this data is received, Roundtrip will determine if the route is operationally feasible on electric and also project the TCO savings on going from diesel to electric. Roundtrip will also undertake a site inspection to determine if the Sourcewell member has the power service level required for an electric truck and what if any upgrades will be required both on the utility side and the customer side of the meter. For customers electing the Full Service Lease or Enterprise offering, all costs of the Site and Equipment plan and related services are incorporated into the fixed annual contract price.
- Electrical infrastructure and installation - Roundtrip handles the complete design and installation of charging infrastructure systems for each project. This encompasses the selection and procurement of appropriate charging equipment, along with all related infrastructure components. Our team takes responsibility for securing all necessary permits and coordinating with the local utility to ensure seamless interconnection for the charging system. Roundtrip leverages a well-established network of qualified engineering and construction partners with extensive experience in building electric vehicle charging depots (and similar projects). These partners have a proven track record of successful on-time project delivery, ensuring efficient completion within agreed-upon timelines. Roundtrip manages the scheduling of all construction, equipment delivery, and commissioning activities associated with the charging infrastructure installation.

		<p>We prioritize collaborating with the customer to minimize any potential disruption to daily operations during the installation process. Like the other equipment, Sourcewell members can either pay for the installation costs themselves (Enterprise) or finance/lease it from Roundtrip (FSL).</p> <ul style="list-style-type: none"> • Government incentives & rebates – Sourcewell members will most likely be eligible for several federal, state, utility, and local government programs that will offset the high cost of electrification. Roundtrip maintains a comprehensive understanding of these programs and the agencies that administer them. This knowledge base allows us to assist Sourcewell members in identifying potentially applicable incentives for their specific fleet electrification projects. Obtaining these incentives often involves navigating complex application processes, requiring submissions through specialized online platforms, completion of detailed documentation, and meticulous project planning. Some of these grants are often first come first serve, extremely competitive and as a result very difficult to secure. Roundtrip's experience with numerous successful projects allows us to provide valuable support to Sourcewell members that may want these grants. Our team's expertise can significantly streamline the application process, potentially increasing the likelihood of successful applications and maximizing the amount of incentive funding secured for each project. Roundtrip acknowledges that some grants and incentive programs may have specific compliance requirements. Our contract structure can be tailored to address these requirements, ensuring that Sourcewell members remain in compliance with the terms of any awarded funding. • Training - Roundtrip recognizes the critical role of comprehensive training in facilitating a smooth transition to electric vehicle fleets. This extends to all personnel involved, encompassing supervisory staff, operators, and other relevant stakeholders (e.g., mechanics, school staff for school bus deployments, first responders). <ul style="list-style-type: none"> o Collaborative Training Development: Roundtrip works with equipment manufacturers and dealers to develop customized training programs for each customer. These programs are tailored to address the specific needs and equipment procured by the customer, ensuring a targeted knowledge base for all participants. o Centralized Training Materials Repository: To facilitate ongoing access to training resources, Roundtrip establishes a central repository. This repository houses all training materials provided by various sources, including manufacturers, dealers, and Roundtrip's own internal teams. This ensures that the customer has readily available access to comprehensive and up-to-date training materials for reference and knowledge reinforcement. o Typical Training Scope: Training programs typically encompass a range of topics relevant to electric vehicle fleet operation and management. These topics may include: <ul style="list-style-type: none"> Commissioning Readiness: Preparing personnel for the seamless integration of electric vehicles into existing workflows and operational practices. Electric Vehicle and Charging Infrastructure Familiarization: Providing detailed instruction on the specific electric vehicles and charging infrastructure procured by the customer, fostering understanding of their functionality and capabilities. Maintenance and Warranty Procedures: Equipping mechanics with the necessary knowledge and skills for proper maintenance and warranty service of electric vehicles. Technology Integration (if applicable): Training on the operation and utilization of any technology products included in the deployment, such as dashboard and ticketing systems. Contractual Performance Obligations: Clarifying customer responsibilities and ensuring a clear understanding of performance requirements outlined in the contract. • Energy Management – As part of both its FSL and Enterprise offerings, Roundtrip will pay for the commodity costs of electricity associated with fueling the electric vehicles. This cost will be included in the fixed monthly fee that is charged to the customer. Roundtrip will not be responsible for transmission and distribution costs of electricity. • Proprietary Software – Both our FSL and Enterprise offerings include our proprietary software that combines data from the electric chassis, body and combines with charge/energy management. <ul style="list-style-type: none"> o Fleet Management (Chassis): Roundtrip's software provides real-time monitoring and optimization capabilities for all aspects of electric vehicle operations. This translates to enhanced fleet visibility and management for our customers. The software continuously monitors the status of electric vehicles within the fleet, including battery efficiency, performance metrics, and maintenance alerts. This enables proactive maintenance scheduling and improved fleet uptime. Additionally, the software generates detailed reports on various fleet data points, such as vehicle location, route history, mileage, and battery efficiency. o Fleet Management (Body): Roundtrip's software is also unique in that it captures data from the body. For example, it would capture data on the number of lifts, pickups and the weight of the load. This help fleet managers better understand and optimize their operations. o Charge Management: Roundtrip manages the charging process for all electric vehicles to ensure that the vehicles are ready to operate their routes. Drivers simply need to plug in the vehicle upon completing their route. The software automatically triggers charging and generates alerts if a vehicle is not plugged in. Furthermore, Roundtrip's software allows for remote scheduling of charging cycles. This functionality, along with potential vehicle-to-grid participation (depending on the state/location of the Sourcewell member), enables Roundtrip to strategically manage energy consumption and potentially mitigate the impact of electricity cost fluctuations. By optimizing charging schedules, Roundtrip can offer customers a potentially lower fueling cost compared to a non-managed solution. These cost savings are reflected in a lower overall contract price. The software takes weather conditions into account and adjusts charging levels accordingly to ensure sufficient range for daily routes. This helps to maximize battery efficiency and optimize energy use. <p>By leveraging Roundtrip's software, customers can achieve improved operational efficiency through real-time vehicle monitoring and data-driven insights, enhanced fleet uptime with proactive maintenance strategies, optimized energy consumption with automated and weather-adjusted charging, potential cost savings on electric vehicle fueling through strategic charging management, and convenient and user-friendly access to fleet data from any location through the web portal and smartphone app.</p> <p>Technology integration - As laid out in more detail in section 41 of this application, Roundtrip's biggest value add is its ability to integrate different kinds of equipment be it different kinds of chassis and bodies, or be it different kinds of DC/AC charging stations. Integrating these disparate pieces of equipment is a complex engineering problem that is compounded in electric vehicles due to a fast-evolving technology landscape and due to the presence of multiple equipment providers. Roundtrip's engineering team has developed its own knowledge base of chassis, body and charger combinations that are known to work. Roundtrip will provide this expertise to Sourcewell members as part of its offerings.</p> <p>End to end optimization – Roundtrip will continue to optimize for the customer's equipment, operational and energy needs even after the vehicles are delivered. Roundtrip will do this for the entire duration of the contract.</p>
71	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Subcategories include the types of EVs and chargers for different uses. Roundtrip services cover medium-heavy EVs that meet Class 4 to Class 8 standards and may include various bodies, such as box trucks, refuse trucks, day cabs, and other EVs that members may require, such as street sweepers, terminal tractors or others. Chargers are typically either 60kW or 125kW. The fleet electrification, planning, adoption and optimization services Roundtrip offers are similar across each of the subcategories, except where noted.</p>
72	<p>Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety.</p>	<p>Roundtrip is not a manufacturer. However, we are involved in engineering discussions with both the chassis OEMs and the body OEMs to make sure that the truck can support the payload requirements of our customers. Our experience integrating difference chassis with the bodies helps customers avoid downtime due to suspension and transmission failures, both of which are regular occurrences with electric vehicles.</p>

73	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	<p>Roundtrip's service has the following differentiating attributes:</p> <ul style="list-style-type: none"> i. Proprietary Software – Roundtrip's proprietary software integrates both body and chassis diagnostics unlike our competitors and dealerships. This helps us provide comprehensive operational data to our customers. ii. Guaranteed truck uptime – If a municipalities electric chassis isn't working and isn't fixed by the OEM or its dealer within 30 calendar days, Roundtrip will either pay a capped penalty fee or provide a replacement truck for a limited period of time iii. Guaranteed charger uptime – Roundtrip will ensure that the charging system provided to the municipality is available for charging at least 96% of the time on an annual basis iv. Fixed part costs – Roundtrip will reimburse the municipality's costs for spare parts on the truck subject to certain caps and limitations v. Fixed Electricity costs – Roundtrip will enter into power purchase agreements with the utility so that the municipalities electricity generation or commodity costs are fixed for the entire duration of the contract vi. Best in Class Integration – Unlike dealers and other as-a-service providers, Roundtrip also takes responsibility for integrating the chassis with the body. Not all chassis and body combinations that work for ICE will work for electric. Roundtrip will ensure a seamless integration that ensures timely delivery and operational readiness.
----	---------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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 checked="" type="radio"/> Yes <input type="radio"/> No	Battery Electric Vehicle (BEV)	Integrated with Box, Dump bodies
75	Class 5 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Battery Electric Vehicle (BEV)	Integrated with Box, Dump bodies
76	Class 6 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Battery Electric Vehicle (BEV)	Integrated with Box, Dump and Refuse bodies
77	Class 7 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Battery Electric Vehicle (BEV)	Integrated with Box, Dump and Refuse bodies
78	Class 8 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Battery Electric Vehicle (BEV)	Integrated with Box, Dump, Roll Off and Refuse bodies
79	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Battery Electric Vehicle (BEV)	Roundtrip provides an outfitted body, integration of body and chassis along with other equipment like cameras, sensors and Roundtrip's proprietary software systems.

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	Integrated with box and dump bodies
81	Battery Electric Vehicle (BEV) Class 5 Chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Integrated with box and dump bodies
82	Battery Electric Vehicle (BEV) Class 6 Chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Integrated with box, dump and refuse bodies
83	Battery Electric Vehicle (BEV) Class 7 Chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Integrated with box, dump and refuse bodies
84	Battery Electric Vehicle (BEV) Class 8 Chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Integrated with box, dump, roll-off and refuse bodies
85	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	We outfit the chassis with customer's body of choice, provide chassis body integration services, along with other equipment like tipper, winches, sensors, cameras and our proprietary software

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](#) - Exhibit 57 - Sourcewell Pricing Grid vFinal.xlsx - Thursday March 28, 2024 09:51:46
 - [Financial Strength and Stability](#) - Exhibit 12 Financial Strength and Reference Letters.pdf - Thursday March 28, 2024 09:51:56
 - [Marketing Plan/Samples](#) - Exhibit 26 Marketing Sales Plan - Stamford Roundtrip Presentation 031224 vFinal.pdf - Thursday March 28, 2024 09:52:07
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Standard Transaction Document Samples](#) - Exhibit 29 Roundtrip Sample Contract.pdf - Thursday March 28, 2024 11:09:17
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Exhibit 41 Chassis Equipment List vFinal.xlsx - Thursday March 28, 2024 09:52:26

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. - Sunil Kurien, EVP Strategy, Roundtrip EV Solutions Inc.

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Class 4-8 Chassis and Cabs _RFP_032824 Thu March 21 2024 08:45 AM	<input checked="" type="checkbox"/>	1
Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 20 2024 12:36 PM	<input checked="" type="checkbox"/>	3
Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824 Mon March 18 2024 12:01 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 6 2024 09:38 AM	<input checked="" type="checkbox"/>	1
Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 21 2024 04:08 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 14 2024 04:12 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824 Thu February 8 2024 04:24 PM	<input checked="" type="checkbox"/>	1