

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Workhorse Technologies Inc., 3600 Park 42 Drive, Suite 160E, Sharonville, OH 45241 (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. Notwithstanding the foregoing, Supplier may provide late model year Equipment and Products, provided such Equipment and Products are provided new and model year is clearly disclosed. 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.

A. WARRANTY. Supplier's limited warranty shall apply to all Equipment, Products, and Services furnished under the terms of this contract. 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.

B. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell 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 Sourcwell 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 unless otherwise updated by Supplier in writing pursuant to the terms of Article 4 of this Contract.

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. Damage to Equipment and Products covered under the Supplier's limited warranty shall be repaired or replaced at no cost to Sourcewell or its Participating Entities. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within thirty (30) days of the delivery date. 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 repair or replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity pursuant to the terms of Supplier's limited warranty.

Supplier will reimburse Sourcewell or the Participating Entity for all valid warranty claims on Equipment and Products that arrive in a defective or inoperable condition pursuant to the terms of Supplier's limited warranty.

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

A. **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.

B. **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 Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell 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 Sourcewell 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;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell 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 Sourcewell, the Supplier will pay an administrative fee to Sourcewell 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 non-transferrable (except for its limited right of sublicense, as provided herein), 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). Each party must return all marketing and promotional materials, including signage, provided by the other party, or dispose of it according to that party'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. *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 Sourcwell, 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 Sourcwell 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 Sourcewell 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

Workhorse Technologies Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

DocuSigned by:
George Petropoulos
4556B74ECCFE4E2...
By: _____
George Petropoulos
Title: VP of Commercial Vehicle Government Sales

Date: 7/13/2024 | 11:11 AM CDT

Date: 7/12/2024 | 1:47 PM EDT

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

Vendor Details

Company Name: Workhorse Technologies Inc.
Address: 3600 Park 42 Dr Ste 160E
Cincinnati, Ohio 45241
Contact: Charlie Winkler
Email: charlie.winkler@workhorse.com
Phone: 513-817-1838
HST#: 208529895

Submission Details

Created On: Wednesday February 21, 2024 15:28:39
Submitted On: Thursday March 28, 2024 09:29:32
Submitted By: Charlie Winkler
Email: charlie.winkler@workhorse.com
Transaction #: efd978a3-eb3f-4152-a357-8f99e02484e7
Submitter's IP Address: 216.196.231.191

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") | Workhorse Technologies Inc. |
| 2 | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal. | N/A |
| 3 | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above. | N/A |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | UEI SAM: JXUMG4HE8M98 |
| 5 | Proposer Physical Address: | 3600 Park 42 Dr Ste 160E. Sharonville, OH 45241 |
| 6 | Proposer website address (or addresses): | www.workhorse.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): | George Petropoulos - VP of Commercial Vehicle Government Sales. 3600 Park 42 Dr. Ste 160E. Sharonville, OH. george.petropoulos@workhorse.com. 513-485-5754. |
| 8 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | George Petropoulos - VP of Commercial Vehicle Government Sales. 3600 Park 42 Dr. Ste 160E. Sharonville, OH. george.petropoulos@workhorse.com. 513-485-5754. |
| 9 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Kelly Kiger - VP of Commercial Vehicle Sales. 3600 Park 42 Dr. Ste 160E. Sharonville, OH. kelly.kiger@workhorse.com. 513-999-2943. Charlie Winkler - Inside Sales Support Specialist. 3600 Park 42 Dr. Ste 160E. Sharonville, OH. charlie.winkler@workhorse.com. 513-817-1838. |

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>Since 2009, Workhorse has been a publicly-traded corporation (WKHS – Nasdaq) and an American Original Equipment Manufacturer ("OEM"). Workhorse first began by experimenting with battery powered roadsters. After the success of the GM Sky, Workhorse began creating electrification packages for SUVs for brands like Chevy, Jeep, and Mercedes. Its first ever 100% electric-powered delivery van arrived in August of 2012. Now, Workhorse is fully focused on creating electric solutions – trucks, drones, infrastructure, software, and more – that will change the way the world works. Situated in America's heartland, Workhorse has developed a product line that satisfies the Class 4-6 commercial-grade, medium-duty battery electric truck market – a space that has been largely ignored by the larger OEMs. To date, the company has built and delivered more than 350 low-emission hybrid and zero-emission medium-duty trucks to its customers, the majority of which are still on the road today. Workhorse vehicles have traveled over 10 million battery electric miles. Workhorse's core values include transparency, teamwork, accountability, excellence, and integrity. All Workhorse vehicles are assembled at its 400,000+ sq. ft. manufacturing facility in Union City, IN, nicknamed "The Ranch." Built around the turn of the 20th century, The Ranch was acquired by Navistar in 2006, where it produced RV chassis at a clip of up to 500+ per week. Unfortunately, the plant was shut down in 2012, which left hundreds of skilled employees without jobs. Since 2021, Workhorse has invested millions of dollars into The Ranch – bringing back manufacturing to a storied piece of America's heartland. In addition, hundreds of skilled manufacturing jobs have been restored to Union City and the surrounding community.</p> <p>The Ranch currently houses a 400,000 sq. ft. manufacturing facility with multiple vehicle assembly lines, a dedicated battery storage facility, a NVH vehicle durability test track, a vehicle paint booth equipped with multiple color options, a customer experience center, and a bailment yard. The Workhorse Ranch will have the capacity to produce 10,000 trucks per year by 2025. Workhorse has the option to purchase land that would connect the manufacturing facility to a railroad. This would give Workhorse increased ability to ship and deliver units, as well as bring in supplies. Having an established, fully operational manufacturing facility situated in America's heartland sets Workhorse apart from many other electric vehicle OEMs. For additional information on the Workhorse manufacturing facility, please reference the attachment titled "10. Workhorse Manufacturing Facility Overview."</p> <p>In 2021 the company underwent a complete restructuring process, which included the redesign of all its vehicles. Workhorse launched its new line of fully electric Class 4 vehicles including the W4 CC cab chassis, capable of handling numerous body upfit options, and the W750, equipped as an urban delivery step van. In late 2023, Workhorse launched the all-new, American-made, purpose-built W56, available in both Stripped Chassis and Step Van. As of the submission of this RFP, Workhorse is in full production of all its vehicles and has units ready to ship. This places the company in a favorable position, given the current trend of global supply chain instability.</p> <p>Workhorse has three locations located throughout America's heartland.</p> <ol style="list-style-type: none"> Corporate headquarters, in Sharonville, OH, is home to the executive team, accounting and finance, engineering, and field service team. Headquarters has an onsite workshop that provides the field service team with space to work on vehicles. Manufacturing (as mentioned above) takes place in Union City, IN. Known as "The Ranch," the 200,000+ sq. ft. facility is home to multiple vehicle assembly lines, a state-of-the-art paint system, a vehicle test and durability track, and battery storage facility. The location also serves as the contract manufacturing facility for Tropos low-speed, electric, sub-class 1 vehicles. Tropos entrusted Workhorse to contract manufacture their vehicles due to the manufacturing expertise of its employees and the capabilities of its factory. Workhorse takes great pride in its manufacturing facilities and its ability to produce quality products. The Wixom, MI location houses members of Workhorse's engineering and technical design teams. Having the Wixom facility provides a strategic advantage for the company, being in close proximity to many US auto manufacturers. This has allowed Workhorse to attract top talent with deep conventional and EV design and manufacturing experience. The Wixom campus is the birthplace of breakthroughs and innovations for Workhorse automotive powertrains. Workhorse has direct experience with the requirements of last-mile delivery through its fleet electrification initiative, called Stables by Workhorse, a wholly-owned subsidiary under Workhorse Group, Inc. The project partnered with FedEx for delivery route acquisition to manage the transition to an all-electric fleet in Cincinnati, Ohio, inclusive of critical charging infrastructure. In 2023, Stables by Workhorse achieved more than 60 percent year-over-year savings across fueling and maintenance operations. Through Stables, Workhorse has firsthand experience with the requirements and specifications for BEVs to perform last-mile delivery, inclusive of maintenance and charging infrastructure. This knowledge has been integrated into the design and features of the current vehicle models. <p>Question 10 Attachments: Sales & Marketing Strategy, Workhorse Manufacturing Facility Overview.</p> |

| | | |
|----|---|---|
| 11 | <p>What are your company's expectations in the event of an award?</p> | <p>If Workhorse is added to the Sourcwell contract, it expects to build upon its manufacturing successes of the past. Workhorse vehicles account for over 10 million low and zero-emission medium-duty commercial vehicle miles. Workhorse's addition to the contract would provide Sourcwell participating entities with access to a line of purpose-built electric vehicles. Its vehicles are built upon years of electric vehicle manufacturing experience, transforming into a new generation of vehicles built to exceed fleet operators' expectations at every level. Workhorse will build upon its core values of transparency, teamwork, accountability, excellence, and integrity to help pioneer the transition to zero-emission commercial vehicles.</p> <p>Workhorse's ability to manufacture and deliver, as highlighted above, is unmatched in today's manufacturing landscape. Workhorse would partner with its network of nationwide dealers, its many upfit partners, and its nationwide third-party service providers to deliver and service highly reliable, American-made, American-backed commercial EVs to the underserved Class 4-6 segment. Workhorse's fully capable certified dealer, service, and parts network allows Sourcwell participating entities the ability to obtain numerous upfit options that satisfy their needs. As of the time of this submission, Workhorse is in full production of its fully battery-electric vehicles (W4 CC, W750, W56 step van, and W56 stripped chassis) and has units available to ship. An award will enable Sourcwell members to start their zero-emission journey now, bypassing the industry's long lead times. Workhorse provides Sourcwell participating entities with high levels of confidence given Workhorse's past successes and reliability.</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>Please review the following supporting documents in the document upload section... WKHS 2023 10-K, WKHS 2024 Securities Purchase Agreement 8-K, Sale Leaseback 8-K, and WKHS Prospectus Senior Secured Capital Notes.</p> |
| 13 | <p>What is your US market share for the solutions that you are proposing?</p> | <p>The medium-duty electric market is just emerging. Of the estimated 18,000 Class 2-7 MD step vans deployed in 2022, only 238 (1.3%) were zero-emission. And of the 187,000 MD trucks deployed in 2022, just 98 (.05%) were zero-emission. Since production of the Workhorse W56 began in Q4, 2023, two of the vehicle's early trial deployments have led to sales. Workhorse has high confidence that its vehicles will obtain a significant market share in 2024. This is backed up by extensive positive feedback on early demo vehicles (testimonials section), limited competition, and limited competitor manufacturing capabilities. Given these factors, Workhorse's ability to build/deliver vehicles now should garner significant market share in the class 4-6 BEV space.</p> |
| 14 | <p>What is your Canadian market share for the solutions that you are proposing?</p> | <p>Workhorse does not currently sell into the Canadian market. However, Workhorse is exploring expanding into the Canadian market, and is something it will actively work towards in 2024 and beyond.</p> |
| 15 | <p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p> | <p>No, Workhorse has never petitioned for bankruptcy.</p> |
| 16 | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> | <p>b) Workhorse is best described as a manufacturer - American Original Equipment Manufacturer.</p> <p>Sales –Workhorse has built out an extensive internal sales team that has nationwide coverage. Its sales team has regional sales teams located throughout the country (Northeast, Southeast/Southwest, West). The regional sales teams work directly with the dealerships located within their regions to find and close deals. The regional sales teams are also responsible for expanding the dealer network, which acts as Workhorse's external sales wing. The National Account Director manages deals with larger fleet customers. Government sales also has a dedicated team that focuses on government contracts, leasing, export sales, etc. Since Workhorse is an American OEM, the company has built a dealer network to sell its vehicles. Workhorse is currently expanding its dealer network – with a focus on partnering with dealerships in EV incentive-rich states including California, New York, and other states adopting the California Air Resources Board (CARB)'s emissions standards. Supporting its dealer network is of great importance to the Workhorse's sales team as Workhorse (an OEM) does not, and cannot, sell direct. Workhorse supports its dealer network through marketing events, trade shows, sales training support, service training, warranty work, hearing the voice of the customer, etc. These actions help Workhorse to continually improve its product offerings and enhance the customer experience. Ensuring world-class customer service to its end users is paramount to the Workhorse sales team.</p> <p>Service – Workhorse employs a highly-skilled dedicated field service team. The field service team supports Workhorse dealership technicians, vehicles in the field, telematics technology, and more. Field service technicians provide comprehensive training for Workhorse dealer service teams at the Workhorse manufacturing facility in Union City, IN. There, at the company's top-notch technician training facility, dealer and fleet technicians learn from Workhorse's master electric vehicle technicians about proper high-voltage safety, repair procedures on Workhorse products, and tips on how to diagnose and maintain Workhorse products—and EV technology in general. Workhorse has partnerships with three certified third-party service partners to assist customers with repairs nationwide, in cases where customers don't have easy access to a Workhorse certified dealership. This gives customers peace of mind knowing a certified technician is easily accessible whenever they are on the road.</p> <p>Dealer Network - Workhorse is actively expanding its nationwide dealer network. Being an OEM, dealerships play an integral role in Workhorse's success and ability to sell, service, upfit, and deliver high-quality, electric vehicles. Workhorse works extensively to support its dealer network. The dealerships are provided with various resources such as a Configure Price Quote (CPQ) ordering tool, a dealer portal, lead generation efforts, extensive sales/service training, and access to a Workhorse regional sales team. Workhorse utilizes its own internal regional sales team, marketing campaigns, trade shows, etc. to enhance the exposure of the company and its dealer network. Entering 2024, Workhorse had nine dealer groups in its dealer network containing 11 physical locations. Workhorse's goal is to double the number of locations by the end of 2024. As of the time of this submission, Workhorse now has 12 dealer partners in the USA with 16 locations.</p> <p>Question 16 Attachments: "Press Release - Amerit Fleet Service Provider", "Press Release - WW Williams Service Provider", "Press Release Zeem's Service Provider", and "Service & Dealer Network".</p> |
| 17 | <p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p> | <p>All Workhorse vehicles are FMVSS certified, and Workhorse holds manufacturer distributor licenses in all required states for Workhorse dealerships to retail vehicles to end users.</p> <p>For any additional questions, please reach out to Workhorse legal counsel – Michael Elliott, michael.elliott@workhorse.com.</p> |
| 18 | <p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p> | <p>No suspensions or debarments have occurred from any local, state, or federal entities during the past ten years.</p> |

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 | In 2020, Workhorse was awarded the NTEA Work Truck Show Innovation Award in the Green Category. |
| 20 | What percentage of your sales are to the governmental sector in the past three years | Due to production beginning in late 2023, Workhorse does not yet have the sales data necessary to gather sales percentages by entity sector. Based on industry factors, it expects to gain a significant market share in 2024 and beyond. |
| 21 | What percentage of your sales are to the education sector in the past three years | Due to production beginning in late 2023, Workhorse does not yet have the sales data necessary to gather sales percentages by entity sector. Based on industry factors, it expects to gain a significant market share in 2024 and beyond. |
| 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? | Workhorse does not currently hold any additional state, provincial, or cooperative purchasing contracts. |
| 23 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | GSA is currently in process. In late 2023, Colonial Fleet Electrification partnered with Workhorse as a GSA dealer. AutoFlex was added to lease vehicles on GSA. To date, Workhorse has not sold any vehicles through GSA. |

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 * |
|------------------|----------------|--------------------------|
| LA Sanitation | Bill Musselman | (818) 752-5700 |
| City of Portland | Alan Bates | (503) 823-8801 |
| City of Seattle | Mike Stroble | mike.stroble@seattle.gov |
| McAbee Trucking | Lisa McAbee | n/a |

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 * |
|---|---------------|--------------------|---------------------------------|------------------------|----------------------------------|
| Note: Due to Workhorse beginning production in late 2023, transactions are limited. Listed in this section are entities in consideration of Workhorse vehicles requiring to purchase through Sourcewell and have been quoted. | Education | California - CA | Lunch delivery between schools. | 2 vehicles | \$400,000 |
| California Entity | Government | California - CA | City/municipal. | 4 vehicles. | \$800,000 |
| California Entity | Government | California - CA | City refuse collection. | 3 vehicles. | \$610,000 |
| Oregon Entity | Government | Oregon - OR | City/municipal. | 5 vehicles. | \$658,000 |
| Washington Entity | Government | Washington - WA | City/municipal. | 10 vehicles. | \$1,800,000 |

Table 6: Ability to Sell and Deliver Service

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

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

| Line Item | Question | Response * |
|-----------|--------------|---|
| 26 | Sales force. | Workhorse has a sales force well-equipped to tackle the electric vehicle market. Workhorse currently has a team of regional sales managers covering all areas of the country (Northeast, Southeast/Southwest, and West) that help to drive sales and support the company's growing network of dealers. There is also a national account director that focuses solely on large national fleets such as Amazon, DHL, Walmart, etc. A Government Sales position also exists to target Federal/State accounts, government leasing opportunities, etc. The outside sales team is supported by an internal operation team (sales, marketing, information technology) that helps drive sales through marketing efforts, background support, development of software tools, operations, etc. The internal operation team also works directly with the dealer network to support and drive sales to them. The Workhorse service team also works closely with the sales team to ensure maximum uptime and quick problem solving. Question 26 Attachment: Sales & Marketing Strategy. |

| | | |
|----|---|---|
| 27 | <p>Dealer network or other distribution methods.</p> | <p>Workhorse sells vehicles through its Certified Dealer Program; an official network of verified dealers trained to safely maintain and repair the electric components of Workhorse vehicles to support customers. Workhorse is making significant strides in building a nationwide dealer network. Workhorse has signed agreements with 12 dealers, with additional agreements pending, in crucial EV markets—notably, the 17 states that have adopted California’s vehicle standards under Section 177 of the Federal Clean Air Act. Workhorse focused its initial dealer and service network search by targeting these key incentive states with eventual plans to expand across all 50 U.S. States and Canada. Current Workhorse dealership locations reside in California, Oregon, Washington, Iowa, Minnesota, New York, Massachusetts, Maryland, Georgia, and Texas. The goal is for Workhorse to double its dealer network by the end of 2024 – which the company is on pace to meet or exceed. An ever-expanding dealer network will further enable the company to sell and support its offerings of advanced commercial EVs nationwide. Dealership locations:</p> <p>[Dealer Name, Location, Key Contact, Contact Info, Dealer Approved Territory.]</p> <p>Fairway EV, Morgan Hill, CA, Mary Vargas, mary@gofairwayev.com, Bay Area/Nor Cal.</p> <p>Kingsburg Truck Center, Kingsburg, CA, Wes Lowe, wes@ktrucks.com, San Joaquin Valley - CA.</p> <p>Western Truck Exchange, Los Angeles, CA, Andrew Holtzman, andrew@westtruck.com, Los Angeles, CA.</p> <p>Ziegler Trucks, Maple Grove, MN, Joseph Packard, joseph.packard@zieglertruck.com, Minnesota/Wisconsin/North Dakota/South Dakota/Nebraska/Tacoma, WA.</p> <p>Pritchard Commercial, Clear Lake, IA, Tyler McKee, tyler.mckee@pritchards.com, Iowa.</p> <p>Smyrna Truck, Milledgeville, GA, John Slawson, jslawson@smyrnatruck.com, Texas/Georgia.</p> <p>Burr Truck, Vestal, NY, Mark Stone, mstone@burtruck.com, New York/Northeast PA.</p> <p>Freeway Isuzu, Corona, CA, Jeff Hakimi, Jeff@freewayisuzutruck.com, Riverside/San Bernardino CA counties.</p> <p>Colonial Fleet Electrification, Monrovia, MD, Don Combs, Dcomb@colonialbus.com, GSA – Global.</p> <p>The Truck Shop, Auburn, WA & Portland, OR, Doug Small, Dougs@thetruckshop.net, WA - King/Pierce/Thurston/Snohomish counties, OR – Multnomah/Washington/Clackamas/Clark counties.</p> <p>Riverview International, West Sacramento & Redding, CA, Jason Farrell, Jasonf@riverview-trucks.com, Sacramento/Redding, CA.</p> <p>Eco Auto, Tewksbury, MA, Jeff Mann, jeffm@myecoauto.com, Massachusetts.</p> <p>Additional information about Workhorse’s dealer network is available on the company’s website at https://workhorse.com/support/#dealers.</p> <p>Question 27 Attachments: Service & Dealer Network Map, Workhorse Vehicle Upfit Options, Press Release - Burr Truck & Trailer, Press Release - Freeway, Press Release - Kingsburg Truck Center, Press Release - Riverview, Press Release - Smyrna, aka Electric Commercial Vehicles, Press Release - The Truck Shop, Press Release - Western Truck Exchange.</p> |
| 28 | <p>Service force.</p> | <p>Workhorse has a hybrid service model designed to easily support its customers and partners wherever they may be. Its national service network is comprised of in-house field service teams, third-party service providers offering mobile maintenance, and fixed infrastructure solutions to provide maximum flexibility to its customers. Workhorse’s in-house service team can provide remote diagnosis anywhere its vehicles are operated by using Workhorse’s telematics platform. They are also willing to travel anywhere nationwide to service Workhorse’s fleet. The field service team will also work with on-site maintenance providers to allow for maximum uptime and quick problem solving (heavy-duty repairs, software issues, additional troubleshooting). W.W. Williams is Workhorse’s preferred third-party repair and maintenance service provider, with locations across the US. Workhorse continues to train and expand its network of third-party service partners to ensure quick response and uptime. Furthermore, the field service organization has effectively supported over 350 vehicles in the field for the previous six years, including large nationwide fleets.</p> <p>Workhorse is committed to providing its customers with premium, uninterrupted service. To support this commitment, Workhorse utilizes several strategies to deliver, manage, and measure exceptional customer service:</p> <ul style="list-style-type: none"> • Establishing Key Performance Indicators (KPI’s) for the operation, tracking, and reporting to the customer and Workhorse/dealer support teams. • Communicating and meeting with the customer’s management team on a regular basis to review performance, continuous improvement plans, and any action plans for resolution of specific issues. • Implementing a formal customer satisfaction survey and closed-loop feedback process to independently measure and report satisfaction levels to the sales team and executive leadership. • Providing dealer service technicians technical service bulletins on vehicle upkeep, adding parts, bodybuilder guides, etc. <p>Question 28 Attachments: Service & Dealer Network Map, Online Service Documents, Press Release - WW Williams Service Provider, Press Release - Zeem’s Service Provider.</p> |
| 29 | <p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p> | <p>All orders are handled by Workhorse’s dealer network. If a Sourcewell participating entity reaches out to Workhorse directly, they will be transferred to a Workhorse dealership nearest them. The Sourcewell participating entity will then place the order with the dealership with the correct specifications, upfit options, etc. – using the Workhorse Configure, Price, & Quote ordering tool. In turn, the dealership will provide the customer with either a vehicle from their own Workhorse inventory or order a vehicle directly from Workhorse with the desired specifications. If the dealership must order a vehicle from Workhorse, they are required to fill out/sign a Buyer’s Order (attached later in the submission to Question 55 in Section 10) with the desired vehicle and specifications. Once received, Workhorse will process the order internally and send the vehicles to the dealership, or upfitter if upfit work is being done. Any standard lead times and processing time should be observed.</p> <p>The dealership and Sourcewell participating entity will be responsible for coordinating all upfitting efforts, including where the vehicle needs to be shipped to receive any additional upfits, and notifying Workhorse of the desired upfit location. Note: Additional destination charges may arise if shipping to an upfitter. If awarded participation on the Sourcewell contract, Workhorse will provide its dealers with a Sourcewell reference guide detailing the quoting process, pricing, terms & conditions, and expectations, etc. For questions, Sourcewell participating agencies are encouraged to reach out to Workhorse, or a member of its nationwide dealer network.</p> <p>Question 29 Attachments: Blog - Driving Affordability, Unpacking Federal and State Incentives for Electric Vehicles, CA State Incentive Flyer, MA State Incentive Flyer, NY State Incentive Flyer, PA State Incentive Flyer, TX State Incentive Flyer, Federal Tax Credit.</p> |
| 30 | <p>Describe in detail the process and procedure of your customer service program, if applicable.</p> <p>Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p> | <p>Workhorse has a state-of-the-art service and customer service program. Customers have 24/7 access to Workhorse’s trained service staff with a combined 100 years of hands-on service experience. The service team can provide over-the-phone tech support from Workhorse’s master technicians, and on-site tech assistance is generally available as needed within 1-2 days. Workhorse provides online and hands-on service technician training including diagnostics and high-voltage safety/disable. Overnight parts delivery is available upon request, and lead times are typically three days for normal items. Parts are stocked at Workhorse’s central parts warehouse in Union City, IN – Workhorse’s manufacturing location. Over-the-air updates are available for many software releases. Also, Workhorse’s network of mobile service partners and its telematic monitoring system can help vehicles in remote areas.</p> <p>Question 30 Attachment: Workhorse Service Summary</p> |

| | | | |
|----|---|--|---|
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | Workhorse is willing and able to provide its products and services to Sourcewell participating entities located within the United States. | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | Workhorse is willing to provide products and services to Sourcewell participating entities in Canada. However, Workhorse is not able to provide its products yet due to differing regulations in Canada. It is actively working on these certifications and, thus, having the ability to sell into Canada. | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | Workhorse can fully serve entities in all 50 US states. Workhorse will not be fully serving vehicles in Canada as of the time of this submission. Workhorse is exploring the possibility being able to fully serve the Canadian market soon. This is an ongoing discussion for Workhorse in 2024, and beyond. | * |
| 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? | Workhorse is fully able to serve all Sourcewell participating entities in the United States. Its nationwide group of dealerships are located throughout the country and is ever expanding. Workhorse has a goal of doubling its dealer network by the end of 2024 – a goal which it is already on pace to meet or exceed. At the time of this submission, it will not be able to serve Sourcewell participating entities in Canada but is actively working on being able to support the Canadian market. | * |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | Workhorse is not aware of any specific contract requirements in Hawaii, Alaska, and US territories that restrict it from doing business there, aside from any realistic expectations of added delivery times, shipping fees, etc. | * |

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. | Please reference the following attachments as examples of Workhorse's marketing strategy. If awarded participation on the Sourcewell contract, Workhorse's marketing team will conduct similar marketing efforts to spread awareness to Sourcewell participating entities and other government entities of Workhorse's inclusion in the contract. Question 36 Attachments: Blog - A Day in the Life of the New Workhorse W56, Blog - Breaking Barriers, The Workhorse W56 Step Van's Electrifying Performance, Blog - The Design Behind the No-Compromise Workhorse W56, Blog - Workhorse Charges Forward at Work Truck Week 2024, Full Page W4 CC ad, Marketing Efforts, Sales & Marketing Strategy. | * |
| 37 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | The Workhorse marketing team actively monitors digital data to advance insights and improve marketing effectiveness. Digital data provided from marketing campaigns, social media sites, its website, etc. help Workhorse target which mediums result in the greatest interaction/exposure. Workhorse's integrated CRM also can track website metrics, engagement, and more. In its experience, a multi-faceted marketing approach garners greater engagement and exposure of Workhorse's products. Social media and other digital marketing tactics are of utmost focus for Workhorse in 2024 and beyond. Question 37 Attachments: Blog - The Power of Regenerative Braking in the W56 EV Step Van, LinkedIn Post Example, Website Overview, Digital Marketing. | * |
| 38 | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process? | Having a Sourcewell-awarded contract will play an integral role in Workhorse's sales process. Workhorse has gotten many inquiries to date from Sourcewell participating entities asking if it was on the Sourcewell contract. Being on the Sourcewell contract will greatly expand Workhorse's sales ability and grant it greater access to numerous government entities, non-profit organizations, municipalities, etc. Many government sector entities are being mandated to electrify; therefore, it exists as a largely untapped market for Workhorse. Workhorse will do everything in its power to promote the Sourcewell contract from a sales, marketing, and operations perspective. Sourcewell's help and partnership in promoting contracts with Workhorse is welcomed. Workhorse will do everything in its power to drive business through Sourcewell by promoting it through its dealer network, company website, social media, press releases, blogs, trade show events, etc. | * |
| 39 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | Workhorse products are available through a new dealer-facing e-procurement ordering system. The system was built for its dealer network to easily configure, price, and quote vehicles for customers. The tool gives customers great visibility to what the vehicle will look like, parts/upfit lead times, price, and more. As this tool is dealer-facing, the dealership would be responsible for ordering the vehicle from Workhorse. The Sourcewell participating entity would not be responsible for submitting anything via the system. Question 39 Attachments: Workhorse Dealer CPQ Ordering Portal. | * |

Table 8: Value-Added Attributes

| Line Item | Question | Response * |
|-----------|---|--|
| 40 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | Sourcewell participating entities who are doing their own maintenance on Workhorse vehicles are required to complete Workhorse's week-long training course at a cost of \$1,200 per person. If a Sourcewell participating entity is planning on having the vehicles serviced by a Workhorse dealership, they will not be responsible for doing maintenance training. Driver training is free through the Workhorse dealer network. |
| 41 | Describe any technological advances that your proposed products or services offer. | Workhorse has developed a cloud-based, telematics system in-house to manage and track the performance of all the vehicles it deploys. The telematics system provides a real-time solution for fleet managers to limit downtime. Workhorse's field service team and engineers can identify issues with a vehicle remotely and work directly with technicians to solve issues. Customers can access this product directly via a web app. More specifically, the telematics system and associated hardware installed in the Workhorse vehicles is designed to monitor the controller area network traffic for specific signals. These signals are uploaded along with GPS data to a Workhorse server where the data signals are tracked while driving and during a plug-in charge. The real-time data is stored in a database as it arrives and delivers updates to clients connected through a web interface. Workhorse is also working on the ability to integrate telematics data with the client's internal telematics system. Workhorse has also developed a dealer portal, and dealer ordering configure, price, quote tool. These tools give the Workhorse dealer network everything necessary to configure, price, quote, research, and service vehicles in one convenient location. As well as providing Workhorse's dealership network necessary documentation for solving particular issues. Question 41 Attachments: Workhorse CPQ Demo NTEA 2024, Workhorse Dealer CPQ Ordering Portal, Workhorse Telematics Example. |
| 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. | Workhorse is "pioneering the transition to zero-emission commercial vehicles." The company's entire mission is to advance "green" initiatives and create a more sustainable and environmentally friendly world. Workhorse partners with consulting organizations like GNA (Gladstein Org), CALSTART, ZeroRig, California HVIP (Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project), and Advanced Clean Transportation (ACT) to advance the zero-emission initiative. |
| 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. | Workhorse is not aware of any third-party issued eco-labels, ratings or certifications received. |
| 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. | Workhorse values businesses run by women, small businesses, veterans, etc. Workhorse values women in business and have many women in leadership roles within the company. VP of Commercial Vehicle Sales, Kelly Kiger, annually attends the Women in Trucking conference along with many other women members of the team – an event sponsored by Workhorse. Much of the executive team served in the armed forces. Rick Dauch, CEO, and Stan March, VP of Corporate Development and Communication, both attended West Point and served in the army. VP of Government and Tropos Sales George Petropoulos served in the military. Multiple members of Workhorse's board of directors served in the military. Workhorse also works with a leasing company called AutoFlex which is a small business, run by Luis McDonald who qualifies for disabled veteran, and minority owned status. The Workhorse AERO business works with Minority Farmers of the South to scan their farmland – gaining valuable insights into the topography of farmland for minority communities. |
| 45 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | In addition to building dependable, hard-working class 4-6 battery-electric vehicles, Workhorse presents opportunities to Sourcewell members that other manufacturers do not. For example, Workhorse's manufacturing facility is in full production for all its vehicles and has units available and ready for sale today. Workhorse has also built an extensive network of upfit partners that allows customers to quickly receive a wide-variety of bodied-up vehicles. These factors help to greatly diminish lead times when compared to the broader EV and automotive industries. Workhorse is uniquely able to draw on its years of zero and low emission vehicle experience of having over 10 million miles of real-world experience from its fleet. Its sales, service, and operations teams have worked with large and small fleets for years to deliver exceptional service and performance. Workhorse understands the unpredictability of the electric vehicle market, and it will work closely with Sourcewell participating entities to ensure their needs are met in an effective manner. To ensure that Sourcewell members' equipment is well maintained, Workhorse has numerous dealership locations located across the United States. Workhorse has the added goal of doubling its dealer network by the end of 2024 – a goal which the company is already on pace to meet or exceed. Should the Sourcewell member not be near a Workhorse dealership, one of Workhorse's three nationwide mobile service providers can assist the customer. Also, Workhorse's dedicated field service team can help troubleshoot issues, remotely check vehicle diagnostics, and schedule remote or in-person training with customer service teams. |

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question | Response * |
|-----------|--|---|
| 46 | Do your warranties cover all products, parts, and labor? | Yes, products, parts, and labor are covered under warranty as provided in Workhorse's warranty policy. |
| 47 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | Workhorse's coverage includes normal commercial vehicle usage. Workhorse guarantees its products to be free from defects in design, materials, and workmanship. Maintenance and regular wear items (windshield wipers, brake pads, etc.) are excluded unless found to be caused by a manufacturer defect. |
| 48 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | Travel is not covered as part of Workhorse's warranty policy. |
| 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? | Workhorse is willing and able to provide a technician throughout the United States and Canada. |
| 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? | Tires are covered under the tire manufacturer's warranty. |
| 51 | What are your proposed exchange and return programs and policies? | Workhorse may request a part be returned for root cause failure analysis or confirmation of failure and will be supported by its warranty process. Workhorse will provide a return shipping label and cover regular shipping expenses related to parts requested for return. |
| 52 | Describe any service contract options for the items included in your proposal. | Please review a copy of Workhorse's warranty policy and extended warranty coverage options available in the attachment section. These are also available online via Workhorse's website. Question 52 Attachments: W4-750 Warranty Statement, W56 Warranty Statement. |

Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * |
|-----------|--|---|
| 53 | Describe your payment terms and accepted payment methods. | Payment terms are generally net 30 upon invoice which is at time of shipment. Final payment terms and accepted payment methods may be negotiated between the Sourcewell participating entity and the Workhorse dealership. |
| 54 | Describe any leasing or financing options available for use by educational or governmental entities. | Workhorse electric vehicles have leasing options available through Doering Fleet Management. Workhorse also partners with Mitsubishi HC Capital. Doering Website: https://www.doeringfleetmanagement.com/ MHCC Website: https://www.mhccna.com/en-us . |
| 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. | Workhorse has standard T&C's that can be found in the document upload section. Also, a copy of the Workhorse Buyer's Order that is signed by the dealership. Question 52 Attachments: Workhorse - Buyer's Order (US), Workhorse - Simple Terms and Conditions (US). |
| 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? | The P-card payment process is not typically used for commercial truck procurement. The purchasing method should be mutually determined by the Sourcewell participating entity and the Workhorse dealership. |

Table 11: Pricing and Delivery

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

| Line Item | Question | Response * |
|-----------|--|---|
| 57 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | Pricing can be found in the "Sourcewell Pricing Matrix" attachment. Pricing is subject to model year price changes. Question 57 Attachments: Sourcewell Pricing Matrix. |
| 58 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | Workhorse offers Sourcewell participating entities a ceiling of a 10% discount off MSRP, and up to a 5% markup on cost of goods. Example: body upfits. |
| 59 | Describe any quantity or volume discounts or rebate programs that you offer. | It is up to the participating Workhorse dealership to provide any additional volume discounts or rebate programs under the established 10% off MSRP ceiling discount and 5% cost of goods markup. |
| 60 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. | Upfit body options will vary widely depending on application. The dealers will be allowed a maximum 5% markup on those upfits (excluding chassis cost) but should not exceed 5%. |
| 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. | Additional costs include various costs of goods. This includes body upfits, extended warranty, etc. The costs of goods will not exceed a 5% markup on the dealer cost of those goods. Secondary shipping costs may vary depending on distance and location and would be handled between the participating Workhorse dealer and Sourcewell participating entity. Example: body upfit company to final destination and/or offshore final destination. |
| 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. | The initial destination charge of \$5,400 is included in the pricing matrix. Any secondary destination charges (such as, destination charges from an upfitter to its destination) are not included in the pricing matrix. This would be handled on a case-by-case basis between the Workhorse dealership and the Sourcewell participating entity. PDI charges are a flat fee included in the matrix. \$750 for the W4 CC and W750 models and \$1,500 for the W56 step van and strip chassis. |
| 63 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | Any offshore delivery would be handled on a case-by-case basis and could result in additional destination charges. |
| 64 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | Workhorse offers a discounted destination fee if the Sourcewell participating entity chooses to schedule their own transportation. The destination charge would be reduced from \$5,400 to a \$500 administrative fee. |

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. | Workhorse is setting a standard 10% discount off MSRP for Sourcewell participating entities in addition to a maximum 5% cost of goods markup. Example: Workhorse W4 CC. - Standard MSRP (not including destination charge): \$183,544. - Less 10% discount... - Sourcewell Price (ceiling): \$165,189. - Estimated cost of 16' box van: \$10,000. - Plus 5% markup (maximum): \$500. - Total Sourcewell Vehicle Cost (not including destination charge): \$175,689. |

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. | Workhorse will report quarterly dealer sales to Sourcewell using reports from its Enterprise Resource and Planning system. Workhorse will also validate dealer sales from its configure, price, quote dealer tool. Reporting of Sourcewell sales from its dealer network will also be utilized to validate Workhorse's own internal numbers. |
| 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. | Workhorse will track monthly, quarterly, and annual Sourcewell sales versus non-Sourcewell sales. It will track sales volume and revenue by product type, upfit type, location, etc. These metrics will help Workhorse measure the success of the contract—especially when compared to non-Sourcewell sales, as well as provide demand calculations for certain product types, locations, customer types, etc. Additionally, these metrics will help inform purchasing, sales, service, operations, etc. as to where to focus their efforts. |
| 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.) | Workhorse proposes a flat fee of \$750 to Sourcewell on each vehicle sold. This is outlined in the pricing matrix. |

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. | Please reference the following attachments for a detailed look at Workhorse's equipment, products, and services being offered in the proposal. Question 70 Attachments: Blog - Workhorse Charges Forward at Work Truck Week 2024, W4 CC Specification Sheet, W4 CC Versatility Ad, W56 Specification Sheet, W56 Strip Chassis Specification Sheet, W750 Specification Sheet, Workhorse Fleet Specification Sheet, Workhorse Vehicle Upfit Options. |
| 71 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | Workhorse has onboard telematics, dedicated body upfit partners, experienced service support team dedicated to supporting maximum vehicle uptime, and multiple mobile service providers (example: WW Williams). |
| 72 | Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety. | Please reference the Workhorse Manufacturing Facility Overview attachment which outlines various manufacturing processes and testing done that contribute to chassis strength, cab strength, overall durability, and driver safety. |
| 73 | Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers. | Workhorse has a hybrid service model designed to easily support its customers and partners wherever they may be. Its national service network is comprised of in-house field service teams, third-party service providers offering mobile maintenance, and fixed infrastructure solutions to provide maximum flexibility to its customers. Workhorse's in-house service team can provide remote diagnosis anywhere its vehicles are operated by using Workhorse's telematics platform. They are also willing to travel anywhere nationwide to service Workhorse's fleet. The field service team will also work with on-site maintenance providers to allow for maximum uptime and quick problem solving (heavy-duty repairs, software issues, additional troubleshooting). W.W. Williams is Workhorse's preferred third-party repair and maintenance service provider, with locations across the US. Workhorse continues to train and expand its network of third-party service partners to ensure quick response and uptime. Furthermore, the field service organization has effectively supported over 350 vehicles in the field for the previous six years, including large nationwide fleets. Question 73 Attachments: Online Service Documents, Press Release - Amerit Fleet Service Provider, Press Release - WW Williams Service Provider, Press Release - Zeem's Service Provider, Service & Dealer Network Map, Workhorse Service Summary. |

Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

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

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

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

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

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

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

| Line Item | Category or Type | Offered * | Comments |
|-----------|--|--|--|
| 80 | Battery Electric Vehicle (BEV) Class 4 Chassis | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes, Workhorse offers two Class 4 battery electric vehicles. - The W4 CC is a class 4 cab & chassis with a saddleback or cutaway cab providing numerous upfit capabilities. - The W750 is a class 4 step van with 750 cubic ft. of cargo space. |
| 81 | Battery Electric Vehicle (BEV) Class 5 Chassis | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes. The Workhorse W56 is offered as a class 5 or 6 commercial vehicle. - The W56 is a class 5/6 step van or available as a strip chassis. - The W56 is also currently in development for a cab & chassis option – targeted to become available beginning in 2025. |
| 82 | Battery Electric Vehicle (BEV) Class 6 Chassis | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes. The Workhorse W56 is offered as a class 5 or 6 commercial vehicle. - The W56 is a class 5/6 step van or available as a strip chassis. - The W56 is also currently in development for a cab & chassis option – targeted to become available beginning in 2025. |
| 83 | Battery Electric Vehicle (BEV) Class 7 Chassis | <input type="radio"/> Yes <input checked="" type="radio"/> No | Workhorse does not offer a Class 7 BEV chassis. |
| 84 | Battery Electric Vehicle (BEV) Class 8 Chassis | <input type="radio"/> Yes <input checked="" type="radio"/> No | Workhorse does not offer a Class 8 BEV chassis. |
| 85 | Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis | <input type="radio"/> Yes <input checked="" type="radio"/> No | Workhorse does not currently offer a Class 3 Chassis. Its Class 4 and Class 5/6 Step Vans are manufactured completely, in house. The W4 Cab & Chassis model is completed with a solid cab back, daytime running lights, electric power distribution module, Workhorse's onboard telematics, emergency responder's sticker to high-voltage cables, and intermediate manufacturers label. Any additional upfitting is done by one of Workhorse's third-party upfitting partners. |

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

Line Item 86. NOTICE: To identify any exception, or to request any modification, to Sourcwell 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 Sourcwell and will not automatically be included in the Contract.

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

Documents

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

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- Documents should NOT have a security password, as Sourcwell 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 Sourcwell.
- Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
- 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](#) - 57. Sourcewell Pricing Matrix.pdf - Wednesday March 27, 2024 15:58:57
- [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Wednesday March 27, 2024 16:25:42
- [Marketing Plan/Samples](#) - Marketing Plan, Samples.zip - Wednesday March 27, 2024 16:31:21
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty Information.zip - Wednesday March 27, 2024 16:32:08
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Wednesday March 27, 2024 16:35:39
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Additional Documents by Table and Question.zip - Thursday March 28, 2024 09:09:14

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. - Charlie Winkler, Inside Sales Support Specialist, Workhorse Technologies 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 | ☑ | 1 |
| Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 20 2024 12:36 PM | ☑ | 3 |
| Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824 Mon March 18 2024 12:01 PM | ☑ | 1 |
| Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 6 2024 09:38 AM | ☑ | 1 |
| Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 21 2024 04:08 PM | ☑ | 2 |
| Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 14 2024 04:12 PM | ☑ | 1 |
| Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824 Thu February 8 2024 04:24 PM | ☑ | 1 |