

**MASTER AGREEMENT # 062625****CATEGORY: Mobile and Self-Propelled Power Storage Equipment with Related Attachments****SUPPLIER: DD DANNAR Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and DD DANNAR Inc., 2220 E. Bunch Blvd., Muncie, IN 47307 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on August 11, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP # 062625 to Participating Entities. In Scope solutions include:
 1. Sourcewell is seeking proposals for behind the meter (BTM) Mobile and Self-Propelled Power Storage Equipment with Related Attachments, such as:
 - a. Self-propelled Mobile Power Units (MPUs) with attachments, hydraulics, and/or tools;
 - b. Mobile Power Units (MPUs), Energy Storage Units (ESUs), and/or Battery Energy Storage Systems (BESS) with attachments that are mobile such as:
 - i. Skid mounted and/or containerized; and,
 - ii. Wheeled or trailer mounted; and,
 - c. Accessories related to solutions described in subsections 1 a. and b. i-ii. above.

Proposers may include related equipment, accessories, and services to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed.

 2. In order to be determined responsive, responders must meet the following criteria:
 - a. The Power Storage Equipment must be 50kWh or greater in total energy capacity.
 - b. The Power Storage Equipment must be bi-directional.
 - c. The Power Storage Equipment must be capable of 25kW or greater nominal output.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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 comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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 Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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 Agreement it will comply with applicable requirements as referenced above.

vi) **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.

vii) **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).

viii) **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.

ix) **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.

x) **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.

xi) **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 Agreement 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.

xii) **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.

xiii) **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.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement 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 Agreement or any purchase by an authorized user.

xv) **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 Agreement or any purchase by a Participating Entity.

xvi) **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.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement 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.

xviii) **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.

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

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

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions 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 Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement, structured as follows:
 - \$1.00 - \$4M the fee is 1.5% (this fee will be applied up to the first \$4M every quarter regardless of sales total);
 - \$4M - \$8M the fee is 1% (this fee will only be applied to \$4M - \$8M); and
 - Above \$8M the fee is .75% (this fee will only be applied to \$8M and up).

A completed transaction means that the Included Solution has been delivered to and accepted by the Participating Entity.

Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.

- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement 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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **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, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
 - c) **Use; Quality Control.**
 - i) 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.
 - ii) 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. Each party may make written notice to the other regarding misuse under

this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:

- a) **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 Agreement.

- \$1,500,000 each occurrence Bodily Injury and Property Damage
- \$1,500,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its 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 Agreement 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms

of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

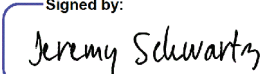
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

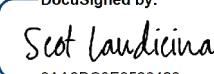
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8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

DD DANNAR Inc.

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 8/13/2025 | 3:35 PM CDT _____

DocuSigned by:

0AA6DC0E0586423...
By: _____
Scot Laudicina
Title: North American Sales Director
Date: 8/13/2025 | 4:40 PM EDT _____

RFP 062625 - Mobile and Self-Propelled Power Storage Equipment with Related Attachments

Vendor Details

Company Name: DD DANNAR Inc.
Address: 2220 East Bunch Blvd.
Muncie, IN 47303
Contact: Scot Laudicina
Email: slaudicina@dannar.us.com
Phone: 765-749-5483
Fax: 765-216-7223
HST#: 45-1641477

Submission Details

Created On: Thursday May 08, 2025 14:26:40
Submitted On: Wednesday June 25, 2025 18:06:11
Submitted By: Greg Laudermilch
Email: glaudermilch@dannar.us.com
Transaction #: 4f09f757-4c5c-419f-a9cb-c68d3bf42379
Submitter's IP Address: 147.243.244.115

Specifications

Table 1: Responsiveness Criteria (In order to be determined responsive, responder must meet the following criteria)

Line Item	Criteria	Required Answer *	Comments
1	The Power Storage Equipment must be 50kWh or greater in total energy capacity.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, our products range from 200kWhs to 800kWhs.
2	The Power Storage Equipment must be bi-directional.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes.
3	The Power Storage Equipment must be capable of 25kW or greater nominal output.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, up to 225kW nominal power output.

Table 2: Proposer Identity & Authorized Representatives (Not Scored)

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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
4	Provide the legal name of the Proposer authorized to submit this Proposal.	DD DANNAR, Inc.	*
5	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
6	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	DANNAR	*
7	Provide your CAGE code or Unique Entity Identifier (SAM):	SBVGQHCDFMJ6	*
8	Provide your NAICS code applicable to Solutions proposed.	221122	
9	Proposer Physical Address:	2220 E. Bunch Blvd, Muncie, IN 47307	*
10	Proposer website address (or addresses):	www.dannar.us.com	*
11	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):	Scot Laudicina North American Sales Director 2200 E. Bunch Blvd, Muncie, IN 47303 slaudicina@dannar.us.com (765) 216-7191	*
12	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Scot Laudicina North American Sales Director 2200 E. Bunch Blvd, Muncie, IN 47303 slaudicina@dannar.us.com (765) 216-7191	*
13	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Greg Laudermilch VP of Western US Operations 2200 E. Bunch Blvd, Muncie, IN 47303 glaudermilch@dannar.us.com 510.435.4086	*

Table 3A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
14	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>DANNAR, founded by our CEO Gary Dannar in 2011 in Muncie, IN, is a pioneering force in the mobile electrification movement. DANNAR is the creator of the revolutionary Mobile Power Station® (MPS), the first and only self-propelled, mobile, all-electric, battery storage equipment capable of supporting work functions, including hydraulics and attachments, as well as power functions. Uniquely, the MPS provides reliable power for stationary, on-road, and off-road use, even when grid power is unavailable.</p> <p>Gary's vision resulted in breakthrough technology to power a wide range of applications in numerous industries and provide fleets with an all-electric platform to perform various work tasks, including material handling, aerial lifts, sweeping, and mowing just to name a few. As one of the few OEMs that designs, manufactures, and sells the entire power and work systems, DANNAR ensures complete control over quality and innovation. We are dedicated to providing an exceptional customer experience while leading the charge in the energy transition journey. DANNAR's core values of "Honor-Built Manufacturing," "Disciplined Innovation," and "One Team. One Fight" reflect our commitment to excellence. We are also a proud recipient Hire Veterans Platinum Medallion.</p> <p>DANNAR is changing the mobile and self-propelled power storage equipment experience by prioritizing simplicity, flexibility, durability, and unparalleled support. The Mobile Power Station (MPS) is engineered to be the most versatile and reliable mobile charging solution on the market.</p> <ol style="list-style-type: none"> 1. Unmatched Flexibility: The DANNAR MPS transcends the limitations of other mobile power storage equipment solutions. The MPS is a comprehensive mobile power platform offering up to 800kWh of battery storage, 120/240 VAC outputs, a maximum of 250kWs of bi-directional 480V 3-phase power, charging, microgrid capabilities, hydraulic power, and even trailering capacity. 2. Trailblazing Capabilities: The MPS represents a distinct category of mobile power equipment, designed to complement existing behind-the-meter microgrid solutions by operating in environments where other mobile power equipment solutions fall short. This unparalleled capability makes it the preferred choice for leading companies, fleets, and military branches that require reliable power in demanding situations, including but not limited to off-grid and micro-grid ecosystems. 3. Proven Expertise: With over a decade of experience, DANNAR has a proven track record of delivering successful power and work solutions for municipalities, commercial enterprises, and military operations. 4. Relentless Innovation: DANNAR is committed to continuous improvement, exemplified by the advanced MPS 4.50, our fifth-generation design, representing the latest in mobile power technology.
15	What are your company's expectations in the event of an award?	<p>DANNAR is ready to assist Sourcwell members. We anticipate Sourcwell will direct members seeking Mobile and Self-Propelled Power Storage Equipment and related services to DANNAR, where we'll provide expert guidance to identify the optimal solutions for their specific requirements.</p> <p>Beyond responding to inquiries, DANNAR will proactively leverage its position as the industry leader to promote this contract. We have a proven track record of successful Mobile and Self-Propelled Power Storage Equipment deployments, particularly for on and off-road fleets. We understand that traditional battery storage installations are often plagued by permitting delays and budgetary constraints, causing projects to stall for years. DANNAR offers innovative solutions that overcome these challenges, ensuring faster and more efficient implementation.</p> <p>To maximize member access to this valuable contract, DANNAR will continue to feature it prominently on our incentives website. We'll also launch targeted marketing campaigns to raise awareness and conduct comprehensive training programs for our extensive network of channel partners and electrical contractors. This multifaceted approach will empower a broad range of experts to effectively support Sourcwell members and promote the benefits of this contract.</p>

16	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	DANNAR, a 14-year-old privately held company, has a \$5M revolving line of credit and is currently finalizing a \$20 million Series B round. The round has already attracted significant interest from several US-based Fortune 100 companies and large US family businesses. With its fourth-generation product line and a new version soon to be released, DANNAR's rapid growth has necessitated a move to its third assembly facility in Muncie, Indiana. 2025 production order backlog has increased to seven months requiring a move in March to a larger facility with significant expansion options. As we are a private held company, we do not publicly disclose financial information without a NDA as part of our company policy and governance.	*
17	What is your US market share for the Solutions that you are proposing?	DANNAR has an estimated ~95%+ market share of mobile, self-propelled BESSs with or without attachments in the US.	*
18	What is your Canadian market share for the Solutions that you are proposing?	DANNAR is currently quoting but has not delivered an MPS to Canada but estimates a strong market share of mobile, self-propelled BESSs with or without attachments once sales commence.	*
19	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None	*
20	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	DANNAR is the OEM and a comprehensive service provider for its MPSS. Our team of expert employees handles both the direct sale and servicing of our MPSS, ensuring the highest quality and customer satisfaction. While we currently maintain this direct model to ensure seamless quality control and customer experience, we are open to partnering with select third-party resellers and technicians in the future, provided they meet DANNAR's rigorous standards of excellence and customer commitment. For this Sourcewell contract, DANNAR will serve as the single, dedicated point of contact for members, streamlining every aspect of the process from initial project planning to sales, implementation, and ongoing product support.	*
21	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.	DANNAR's unique design does not require any additional licenses and certifications at this time.	*
22	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	DANNAR has never been suspended or disbarred.	*

23	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>DANNAR is proud to have met all criteria to be awarded the Hire Veterans Platinum Medallion company.</p> <p>The MPS's advanced technological design spans a wide range of industries, from government and commercial fleet charging to entertainment, defense, agriculture, construction, and aviation to name a few. Our hyper-focus has been, and continues to be, on ensuring our customer's success rather than pursuing awards for the MPS' design. We're immensely proud of the achievements of our clients, particularly given the complexity of integrating the MPS into their large-scale, electrified power ecosystems. These projects often require specialized expertise and institutional knowledge that DANNAR and only a select few others possess.</p> <p>As such, we pride ourselves on the broad and major industry publications that have recognized DANNAR, specifically for their technology as well as their efforts to assist with mobile power and charging in these various industries. Here are just a few:</p> <ul style="list-style-type: none"> • Construction: Equipment World: "The Jobsite Fuel Truck of the Future?: Dannar's Mobile Charger Holds 500 kW" • Power Generation: Power Progress: "Dannar takes it off road for on-site charging." • Defense MicroGrid and Charging: NavalX SoCal Tech Bridge: "eTHOR" • Fleets: Fleet Maintenance: "Dannar juices up the jobsite with Mobile Power Station" • EVs: Inside EVs: "The Dannar MPS Is A 500 KWH Remote-Controlled Battery. And Everything Else You Could Imagine" • US Defense Technology: Space News: "U.S. military seeks commercial space technology for strategic edge". 	*
24	What percentage of your sales are to the governmental sector in the past three years?	In the past three years approximately 35%+ of our sales are in the governmental sector.	*
25	What percentage of your sales are to the education sector in the past three years?	In the past three years we have had 0% of sales to the educational sector but do have number of leads in this segment.	*
26	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>We currently hold contracts in the states of:</p> <p>NY (NYSERDA) \$0.00 FY22-24</p> <p>CO (Colorado Clean Diesel Program) \$0.00 FY22-24</p> <p>FL (FSA-Florida Sheriff's Assoc) \$0.00 FY22-24</p> <p>CA (CORE, and Farmers) \$6.3M FY22-24</p>	*
27	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?	<p>DANNAR has 2 GSA contract holders: Gonneville, LLC, - \$700K FY23</p> <p>AMH, Inc. - \$2.2M FY23</p>	*

Table 3B: References/Testimonials

Line Item 28. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
County of San Joaquin, CA	Kevin Myose	+1 (916) 716-8511	*
Colorado Department of Transportation	Howard Ray	+1 (719) 251-0308	*
City of Richmond, Canada	Jennifer Kube-Njenga	+1 (778) 227-8542	*

Table 4: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcwell 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 *	
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29	Sales force.	<p>DANNAR Sales and Marketing is currently supported by a team of 4 dedicated DANNAR employees and one third-party resource. These people are based in Indiana with the majority residing on the West Coast given the market opportunity. Collectively this team can market, manage inbound leads, assist customers with quoting and best solutions for their needs, and close deals. We plan to nearly double this sales force in the next 18 months.</p> <p>DANNAR is committed to a strong partnership with Sourcewell, focused on joint marketing and contract development to maximize the impact of a new award. Upon securing the contract, DANNAR can launch a collaborative campaign with Sourcewell with the intent to drive significant program adoption.</p> <p>DANNAR will deploy targeted marketing campaigns, a strategy proven successful in other initiatives like grant programs, to generate leads and highlight the value of the Sourcewell partnership. Our streamlined go-to-market approach ensures a simple and efficient process for Sourcewell members, facilitating their access to DANNAR's solutions.</p>	*
30	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	DANNAR's primary sales channel is direct. We have no dealer network currently. We also have 2 contracted GSA resellers.	*
31	Service force.	<p>DANNAR is committed to providing scalable and technologically advanced service and support. Our current team of four factory-trained technicians, located in Indiana and California, is augmented by a network of partnered suppliers of critical components for specialized support needs. We are actively expanding our workforce, with plans to add 3 to 5 more technicians in the next 12+ months to support our growing customer base. DANNAR products leverage integrated telematics on critical components, allowing for remote diagnostics, over-the-air (OTA) software updates, and a more responsive and efficient customer service experience. Furthermore, DANNARs use of industry standard components often allows customers with multiple options for servicing major components.</p>	*
32	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>DANNAR receives and processes all the MPS orders. We do not leverage distributors, dealers, or others for ordering an MPS. Once a customer opts to advance a quote to a signed order, DANNAR will provide the customer with an Order Summary that contains:</p> <ul style="list-style-type: none"> • Estimated Ship Date • Summary of the list of products in their order • Billing invoice and schedule • Terms and Conditions <p>DANNAR will also engage the customer after the initial order if there are significant changes to the Estimated Ship Dates.</p>	*

33	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>At DANNAR, we understand that the service model for an MPS needs to be as revolutionary as the product itself. Traditionally, the heavy equipment industry has relied on a dealership model where service and repair are significant revenue drivers. This often involves proprietary parts, specialized tools, and high-margin repairs, ultimately leading to increased costs and downtime for equipment owners.</p> <p>The DANNAR MPS breaks this mold. As a fully electric, modular platform, it offers unprecedented flexibility and cost-effectiveness. The modular design allows for easy configuration and reconfiguration to meet evolving operational needs. Crucially, the MPS leverages readily available Commercial Off-The-Shelf (COTS) components. We've strategically minimized the use of proprietary parts, resorting to them only when no suitable COTS option existed. This commitment to COTS empowers MPS owners to perform basic maintenance and light repairs independently, using parts sourced from a variety of retailers. By embracing COTS and a modular design, we're empowering the customer more to make the best decision for them, reducing reliance on expensive dealerships, and minimizing downtime.</p> <p>When the customer needs our assistance for warranty or repairs we offer multiple means for them to engage us, including:</p> <p>(1) Scanning the support QRC on each MPS, (2) registering through www.dannar.us.com/mps-support, and/or (3) calling 1.765.216.7191. These communication mediums are monitored from 6am EST to 8pm EST from our Muncie, IN headquarters and field offices on the West Coast. We typically engage the customer within an hour.</p> <p>General DANNAR Service Plan Process</p> <ol style="list-style-type: none"> Initial Contact and Information Gathering: <ul style="list-style-type: none"> Telematics: DANNAR leverages on-board MPS telematics to identify potential issues to help validate the customer's issue and refine sources of the problem. Customer Outreach: Upon detecting a potential issue or receiving a customer service request, DANNAR initiates contact with the customer to gather detailed information and begin troubleshooting. Customer Resources: Customers are encouraged to have their MPS Safety & Operations Manual readily available for reference during this process as many times issues are simply "operational" or "training" related. Service Determination: <ul style="list-style-type: none"> Expert Diagnosis: Based on the information gathered and telematics data, DANNAR determines if there is a service issue, and if so, the next appropriate steps for repair, which may include field service repair by DANNAR. Streamlined Service Categories: To ensure rapid response, service needs are categorized into three distinct types: <ol style="list-style-type: none"> Software Update Required: <p>Resolution: DANNAR delivers Over-The-Air (OTA) software updates directly to the MPS, resolving the issue remotely.</p> Mechanical and/or Electrical Service: <p>Resolution: DANNAR dispatches a certified Factory Service Technician, a direct DANNAR employee, to the customer's site to perform necessary repairs.</p> Custom Engineering Services: This response may seem unusual, and yet we have developed and successfully delivered this approach with MPS early adopters. With OTA capabilities, it often can be more effective for both DANNAR and MPS users to spend time at this level before an in-person trip to the location. Once the engineering support and/or testing is identified, the next step moves to either a Software update or Mechanical and/or Electric service requirement. Service Follow-Up and Closure <ul style="list-style-type: none"> Quality Assurance: Following any service intervention, the DANNAR Quality Team contacts the customer to confirm the issue is fully resolved and ensure complete satisfaction. Detailed Service History: A comprehensive history of service tickets is maintained for each MPS unit, providing a valuable record for both the customer and DANNAR.
34	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>DANNAR is fully equipped and strategically positioned to provide its Mobile Power Station (MPS) and support services as we scale to Sourcewell participants in the United States. Our scalable and unique manufacturing strategy, coupled with a growing team of factory-trained technicians, should allow us to meet the needs of detailed in this Sourcewell RFP. We have proactively built a scalable infrastructure to ensure seamless service delivery and support for Sourcewell participants. DANNAR's current production capacity, combined with our ongoing expansion plans, firmly establishes our ability to fulfill both immediate and long-term requirements for Sourcewell.</p>

35	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	DANNAR is fully equipped and strategically positioned to provide its Mobile Power Station (MPS) and support services as we scale to Sourcewell participants in Canada. Our scalable and unique manufacturing strategy, coupled with a growing team of factory- trained technicians, should allow us to meet the needs of detailed in this Sourcewell RFP. We have proactively built a scalable infrastructure to ensure seamless service delivery and support for Sourcewell participants. DANNAR's current production capacity, combined with our ongoing expansion plans, firmly establishes our ability to fulfill both immediate and long-term requirements for Sourcewell.	*
36	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	DANNAR has the ability to fully service all geographic areas of the US and Canada.	*
37	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	None	*
38	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We do not have any contract issues related to Hawai'i and Alaska as long as the MPS is operated within it's parameters. We already have an MPS operational in Hawai'i with high probability of delivering more to Hawai'i and even Guam.	*
39	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	We can at Sourcewell's discretion and after reviewing the nonprofit entity.	*

Table 5: Marketing Plan (100 Points)

Line Item	Question	Response *
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40	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>DANNAR is committed to maximizing the value of our Sourcewell contract for all members. We will employ a multi-faceted promotional strategy encompassing the following key initiatives:</p> <ol style="list-style-type: none"> 1. Direct Sales Engagement: <ul style="list-style-type: none"> • Outside Sales: Our dedicated outside sales team will proactively engage with Sourcewell members. Leveraging existing relationships and building new ones, they will educate members on the contract's benefits and how DANNAR's solutions can address their specific needs. • Inside Sales: <ul style="list-style-type: none"> o Inbound: Our inbound sales team will be fully briefed on the Sourcewell contract and prepared to promote it to all incoming inquiries, highlighting the value proposition for prospective customers. o Outbound: The outbound sales team will actively target Sourcewell members and other government agencies, emphasizing the advantages of the contract. They will also follow up on leads generated through marketing campaigns, utilizing our CRM and lead management tools to track progress and ensure effective outreach. 2. Targeted Marketing Campaigns: <ul style="list-style-type: none"> • Contract Launch Announcement: Upon contract award, DANNAR will issue the formal press release and disseminate the news across various marketing channels, including our website, social media platforms, targeted e-newsletters and industry publications, to generate initial awareness. • Ongoing Marketing: We will execute regular, targeted marketing campaigns designed to educate the market about the Sourcewell contract and its benefits. These campaigns will leverage various channels, including email marketing, social media engagement, content marketing (e.g., blog posts, case studies), and paid advertising. • Sourcewell Collaboration: We will actively collaborate with Sourcewell to leverage their marketing resources and expertise, including any available member contact information, to maximize campaign reach and impact. • Data-Driven Approach: We utilize advanced marketing tools to gather customer contact information, segment audiences, and personalize messaging for maximum effectiveness. 3. Industry Events and Engagement: <ul style="list-style-type: none"> • Trade Shows and Demonstrations: DANNAR actively participates in relevant industry trade shows, conferences, and demonstrations targeting feature our Sourcewell partnership and contract details in our booth materials and presentations. For example, the ACT Expo, which is the premier electrified transportation and off-road tradeshow in the country. 4. Educational Content and Outreach: <ul style="list-style-type: none"> • Webinars: DANNAR can host a series of informative webinars specifically designed to educate Sourcewell members about the contract's advantages, including cost savings, streamlined procurement, and access to DANNAR's innovative solutions. 5. Value-Added Incentives and Partnerships: <ul style="list-style-type: none"> • Incentive Matching: To further enhance the value proposition, DANNAR will match all applicable state, local, and utility incentives for Sourcewell members. We will proactively educate prospects on the combined benefits of these incentives and the Sourcewell contract. For example, highlighting the significant savings available through programs like the \$200K+ MPS incentives through the California CORE program. • OEM Partnerships: DANNAR is a preferred offering with select OEMs. We will collaborate closely with these partners to jointly promote the Sourcewell contract and create synergistic opportunities for members.
41	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We use various marketing tools for generating leads and managing them through the sales funnel.</p> <ul style="list-style-type: none"> • Social posts (Facebook, LinkedIn, and Instagram) • Operational and promotional videos on youtube.com and our website • Dannar.us.com and www.mobilepowerstation.com • Press releases and syndicated content • Organic searches • E-Newsletter • Research studies like eTHOR (https://www.socaltechbridge.org/ethor) • Incentives web page, including on California CORE (https://californiacore.org/) • Events (webinars, industry events, partner events) • Email campaigns (contacts from inbounds and Salesforce) • Downloads of content/other assets • Webinars and air quality webinars • QR codes at events, tradeshows, demos, lobbying, and partnered events

42	<p>In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?</p>	<p>DANNAR's Collaborative Approach with Sourcewell</p> <p>DANNAR views Sourcewell as a strategic marketing partner, essential to the successful promotion and utilization of this contract. We envision a collaborative relationship built on shared goals and mutual support, focused on delivering exceptional value to Sourcewell members.</p> <p>Key Areas of Collaboration:</p> <ol style="list-style-type: none"> 1. Contract Launch and Ongoing Communication: <ul style="list-style-type: none"> • Initial Announcement: We request Sourcewell's support in disseminating a formal announcement to all members, highlighting this valuable contract and the benefits it offers. This initial communication is crucial for generating immediate awareness and excitement. • Member Contact Information: While DANNAR possesses resources for gathering contact information, we believe that access to Sourcewell's comprehensive member database will significantly enhance the speed and efficiency of our outreach efforts. Sharing this information will enable us to execute more targeted and impactful marketing campaigns, ensuring that members are fully informed about the opportunities available through this contract. • Value of Provided Information <ul style="list-style-type: none"> o Quicker Execution Quick access to contact information enables DANNAR to promote the contract to a larger audience much quicker. o More Efficient Campaigns Direct access to member information allows DANNAR to perform outreach campaigns to the correct contacts. o Greater Contract Success The faster and more efficient DANNAR can promote the contract, the larger benefit for all stakeholders. 2. Co-Branded Marketing Initiatives: <ul style="list-style-type: none"> • Joint Campaigns: DANNAR is eager to explore opportunities for co-branded marketing initiatives that leverage the strengths of both organizations. These initiatives could include joint webinars, co-authored articles, shared social media campaigns, and collaborative participation in industry events. • Brand Alignment: All co-branded materials will be developed in close consultation with Sourcewell to ensure they adhere to both DANNAR's and Sourcewell's brand guidelines, maintaining a consistent and professional image. • Leveraging Expertise: By combining Sourcewell's established relationships and deep understanding of its members' needs with DANNAR's expertise in on- and off-road Mobile and Self-Propelled Power Storage Equipment solutions, we can create compelling marketing campaigns that resonate with members and drive contract utilization. 3. Ongoing Engagement and Support: <ul style="list-style-type: none"> • Contract as a Cornerstone: DANNAR is committed to making the Sourcewell contract a central element of every discussion with existing and prospective Sourcewell members. • Proactive Outreach: Our sales team is actively engaging with government agencies and will consistently promote the Sourcewell contract as a preferred procurement vehicle, emphasizing its benefits to all stakeholders: Sourcewell, its members, and DANNAR. • DANNAR Website: We will dedicate resources on our websites to promote this contract if awarded as well as generate additional leads. • Shared Success: We firmly believe that a collaborative partnership with Sourcewell, focused on promoting this contract, will yield significant benefits for all parties involved.
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43	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Focus on Personalized Support over E-Procurement:</p> <p>Because we prioritize this high-touch, consultative approach, DANNAR does not currently offer a standalone e-procurement system. While some organizations may utilize such systems for transactional purchases, we believe that the complexity of mobile and self-propelled power storage equipment solutions necessitates a more personalized and expert-driven approach. This allows us to provide the level of detailed guidance and customization that ensures optimal outcomes for each Sourcewell member.</p> <p>Leveraging Expertise for Optimal Outcomes:</p> <p>This is where DANNAR's deeply knowledgeable sales team provides invaluable support. We take a consultative approach, working closely with each Sourcewell member to understand their unique needs, operational requirements, and long-term goals. Our team of experts guides members through the entire process, ensuring they choose the most effective and appropriate charging solution(s) tailored to their specific circumstances. This personalized guidance empowers members to confidently implement successful projects, maximizing the return on their investment.</p> <p>DANNAR understands that for many Sourcewell members, navigating the complexities of mobile and self-propelled power storage equipment solutions is a new and often challenging undertaking. Similar to other customer segments, selecting and implementing the right equipment requires careful consideration of various factors to ensure a successful project.</p>	*
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Table 6A: Value-Added Attributes (100 Points, applies to Table 6A and 6B)

Line Item	Question	Response *	
44	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.	<p>As standard practice for first-time MPS purchases Sourcewell members have access to the following for free:</p> <ul style="list-style-type: none"> At least one operational training on the MPS at delivery. Training videos and detailed manuals are available also. <p>Additional training is available for a nominal fee that the DANNAR Sales Rep can quote to meet the Sourcewell members' needs.</p>	*

45	Describe any technological advances that your proposed Solutions offer.	<p>The MPS stands out with its array of cutting-edge technologies, many of which are unique or rarely found in other mobile power storage equipment.</p> <p>1) Hydraulics: Several MPS configurations provide multiple hydraulic functions, including:</p> <ul style="list-style-type: none"> • Bumper mounted hydraulic ports for operating attachments and hand tools • Proportional, variable displacement electro-hydraulic pump with a maximum capabilities of 4000psi and 42gpm • HTMA Type 1, 2, and 3 hydraulic ports • Removable lift arms with 5000 lbs lifting capacity that supports skid steer interface hydro-electric work tools, like brooms, buckets, and forks. • Class 2/3 3 point hitch for operating drawbar attachments. Ideal for prime agricultural operations and some construction needs. <p>2) Mobility:</p> <ul style="list-style-type: none"> • The MPS is designed for off-road and non-DOT on-road use. • It is self-propelled with traction control. • It boasts nearly one-mile line-of-sight remote control, which is crucial for dangerous emergency situations like gas or chemical leaks where personnel cannot be safely placed. • It offers water-fording capability with both 2WD or 4WD. • Four-wheel steer (4WS) or crab walk functionality allows it to reach and maneuver into almost any traversable location. <p>3) Rugged:</p> <ul style="list-style-type: none"> • The MPS features weather and shock-resistant hardware, making it suitable for the most challenging environments. • Unlike many other solutions that utilize automotive or indoor grade technologies, the MPS is specifically designed to withstand extreme weather conditions and the shock loads encountered in off-road applications. <p>4) Mobile High Energy + High Power in a Compact Design</p> <ul style="list-style-type: none"> • MPS units offer energy capacities ranging from 200 kWh to 800 kWh. • It provides 120/240 VAC with an optional 208VAC. • Optional bi-directional 480/208 3-Phase VAC is available, with a nominal power output capable of 225kW+ on select configurations, making it microgrid compatible. • An integrated Level 2 EVSE Charger is included with every MPS. • Optional integrated DC EVSE Chargers are available, offering 2x 60kW or a combinable 120kW in a single gun, meeting OCCP 2.0 and ISO15118-20 standards, including V2X capabilities. • The integrated Level 3 DC Chargers are compatible with the CSMS, and the DC Chargers can also use RFID interlock and payment transactions for an additional fee. • The MPS has DC bi-directional ability, 480 3P VAC bi-directional ability, and integrated EVSE bi-directional ability with select configurations. • All these features are packaged in a compact, highly mobile, and extremely flexible design. <p>5) Towing</p> <ul style="list-style-type: none"> • The MPS is capable of pulling 60,000 lbs trailered loads equipped with brakes. This allows users to tow other Battery Energy Storage Systems (BESSs) or Mobile Power Storage Equipment to expand their system's kWh capacity while reducing Total Cost of Ownership (TCO).
46	Describe any warranties and/or performance guarantees included with offered products. Include details on what is covered, as well as longevity and performance factors such as cycle life, AC to DC conversion efficiency or Round-trip Efficiency, Ramp Rate, and Response time.	<p>All of our warranties are covered by our standard warranty. We do offer extended coverages and do not offer performance guarantees.</p>

47	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>DANNAR has a dedicated team of people that works with numerous organizations, including state and federal governments, to formulate policies to promote zero emissions and charging infrastructure and technology as exemplified by:</p> <p>-DANNAR's leased production facility is located on a remediated former US EPA Superfund site. The assembly plant is powered by the solar paneled roof, and the same solar array provides the initial battery charge of each MPS. This transformation demonstrates our commitment to environmental stewardship and the revitalization of brownfield sites into productive industrial spaces. This redevelopment not only provides a location for advanced manufacturing but also contributes to the ecological restoration of the area. DANNAR is a member or plays an active role in the following organizations:</p> <p>-CALSTART works with its 140+ member companies and agencies to build a high-tech clean- transportation industry that creates jobs, cuts air pollution and oil imports and curbs climate change. They work with the public and private sectors to knock down barriers to innovation, progress and drive the transportation industry to a clean and prosperous future. CALSTART accelerates the pace of technology and is a market building organization.</p> <p>-ACT Expo (Advanced Clean Transportation Expo): DANNAR participates in ACT Expo, North America's largest advanced transportation technology and clean fleet event. This participation allows DANNAR to showcase its technologies, network with industry leaders, and stay abreast of the latest trends in clean transportation.</p> <p>-CARB CORE (California Air Resources Board CORE): DANNAR participates in the CARB CORE program and utilizes incentives to support the adoption of clean off-road equipment. This aligns with DANNAR's commitment to reducing emissions and promoting sustainable practices in the off-road sector.</p> <p>-CAT PowerHub (California Advanced Technology Portable Off-road Worksite Energy Resource): This is part of the Advanced Technology Demonstration and Pilot Projects (ATDPP) grant solicitation released by the California Air Resources Board (CARB) and the California Energy Commission (CEC). The project aims to create an off-road worksite energy hub to address challenges associated with powering zero-exhaust emissions off-road equipment in remote and off-grid locations. Use of mobile energy storage and charging systems for off-road worksites, stationary charging solutions for electric machinery and vehicles, and a solar-powered microgrid with fixed-battery energy storage systems will support renewable energy time-shifts. The DANNAR MPS is the primary charging resource on this planned project. The project will bring health, environmental, and economic benefits to underserved communities in California, with an emphasis on workforce training and development.</p> <p>-Green Transportation Summit and Expo (GTSE): DANNAR participates in the Green Transportation Summit and Expo, a leading event focused on sustainable transportation solutions. This involvement provides a platform for showcasing DANNAR's commitment to green transportation and connecting with other stakeholders in the field.</p> <p>- World Ag Expo: DANNAR has participated at the show several years as demonstrating the latest in clean technology for both farm work as well as farm power solutions for demand response. DANNAR has been a spotlight OEM in both PG&E's and Southern California Edison's booths.</p>
48	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>The MPS does not have any such certifications as we are unaware of any certifications for this unique product.</p>

49	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?	<ul style="list-style-type: none"> DANNAR is 14 years old and on their 5th generation of product unlike many other products that are still very early generation or design. DANNAR is the only self-propelled, mobile power solution per our patents. DANNAR is the only mobile, self-propelled platform designed for both power and work by including on select configurations high flow and pressure hydraulics capable of performing work similar to skid steers and compact wheel loaders. DANNAR has select models that have integrated DC Chargers capable of providing up to 120kW of charge and are OCCP, CSMS, ISO15118-20. DANNAR is likely the only remote-controlled Self-Propelled Power Storage Equipment, which allows for safe operator operation while the MPS can operate in dangerous conditions like high water, chemical or gas leaks, etc. DANNAR is one of the few if not the only OEM with high energy capacity and high-power capacity in a truly mobile form (versus a container, skid, or trailer that needs another vehicle to move it and once placed is hard to reposition). Our energy capacity peaks at 800kWhs and our maximum power is 250kW, which is significantly higher than most, if not all, similarly sized products. Furthermore, DANNAR provides high power, high energy, flexibility, and maneuverability all in a compact design. DANNAR is one of the few if not the only OEM where the unit can be recharged by a Level 2 or 3 EVSE charger as well as with optional 480 or 208 3 Phase VAC.
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Table 6B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
50	Select 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 and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	No
51		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No
52		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No
53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No
54		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No
56		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We're a small business but have not sought SBE certification.
57		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No
58		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No

Table 7A: Pricing (400 Points, applies to Table 7A and 7B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
59	Describe your payment terms and accepted payment methods.	<p>•30% at the time of Purchase Order receipt will be paid, net 30 days.</p> <p>•60% paid upon Delivery; net 30.</p> <p>•The final 10% will be upon successful commissioning at the customer's Delivery Point, net 30.</p> <p>•The buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), if Buyer fails to comply with the terms of payment, Seller shall be entitled to hold shipment until payment is made. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's.</p> <p>Accepted payments methods are ACH, Wire Transfer, and Check.</p>
60	Describe any leasing or financing options available for use by educational or governmental entities.	Currently DANNAR does offer leasing through a Third-Party Source. If a client wishes to evaluate the lease option, a separate credit check process is initiated and then a formal term sheet is provided with lease rates. Lease terms range in length from 36-60 months. Otherwise, clients may finance through their local financial institution as another option.
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>A list of the documents associated with a purchase of the DANNAR MPS are listed below:</p> <ul style="list-style-type: none"> • Formal Quote • Terms and Conditions of Sale • Warranty • Order Summary • Manufacturers Statement of Origin (MSO) • Owner's Manual and associated addendums if applicable • Bill of Lading with shipment
62	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?	DANNAR does not accept P-card transactions.
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Our pricing list and discount is easy to understand. We discount off MSRP to all Sourcewell members based on our current price book.</p> <p>We have provided for reference the document entitled "DANNAR 2025 Price Book" in the document uploads.</p>
64	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.	Discounts range from 0-23% off MSRP.
65	Describe any quantity or volume discounts or rebate programs that you offer.	The pricing provided takes into account an assumption of volume created by purchasing across the Sourcewell membership. However, on a case-by-case basis DANNAR may consider providing improved pricing to individual members who intend to purchase large volumes.
66	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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.	With each specific quote, DANNAR can provide a separate quote for "Open Market" / "Nonstandard Options".

67	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.	<p>A mandatory Training Fee of \$5,000.00 will be included with the first unit purchased with each new client.</p> <p>A site-assessment fee of \$3000 plus travel costs may be charged per unit.</p> <p>A surcharge may be added at the time of the quote for additional charges beyond DANNAR's control, like but not limited to costs imposed by tariffs on components.</p>	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>FOB Muncie, IN.</p> <p>Freight costs, which depend on quantity, shipping method, distribution point, and final destination, are best calculated at the time of purchase. Therefore, they are not listed individually.</p> <p>DANNAR will provide freight quotes upon request. Sourcewell members also have the option to arrange their own shipping.</p>	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>FOB Muncie, IN.</p> <p>Freight costs, which depend on quantity, shipping method, distribution point, final destination, and maintaining the quality of the asset, are best calculated at the time of purchase. These locations, which may require intermodal logistics, will be custom quoted, including air, which has been used previously for Hawai'i.</p> <p>DANNAR will provide freight quotes upon request. Sourcewell members also have the option to arrange their own shipping.</p>	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Please contact DANNAR to understand unique shipping requirements, per order, based on MPS configuration needs. Occasionally we may need to ship components or accessories at different times and/or different shipments.	*
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>DANNAR has extensive experience providing contracted pricing to public and private entities throughout North America.</p> <p>Our world-class CRM platform enables us to efficiently manage these contracts. Upon award, we will use our CRM tools to identify all Sourcewell opportunities, ensuring they receive the correct contract pricing and terms.</p> <p>All Sourcewell orders will be tagged and archived in our CRM system, allowing for easy quarterly reporting of products and revenue. This report will facilitate the calculation and payment of the Sourcewell administrative fee. We will also conduct additional self-audits with our accounting department when warranted.</p>	*

72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>Upon contract award, DANNAR, as the industry leader in Mobile and Self-Propelled Power Storage Equipment, will proactively promote the contract. Leveraging our experience deploying units across North America and our readily available resources, we will rapidly train our staff. Our training approach includes:</p> <ul style="list-style-type: none"> Contract Launch: Relevant DANNAR stakeholders will attend the contract launch meeting to learn about the best practices and successful deployments. Planning: Following the launch, our team will immediately develop training presentations and materials for sales management, the direct sales team, and the marketing team. We will seek Sourcewell's input on these materials before conducting any training. Training Deployment: Training sessions will be coordinated for sales management, the direct sales team, and the marketing team, typically conducted via webinar. Training Follow-up: Post-training, we will conduct follow-up webinars with the direct sales team to reinforce key information and maintain engagement. We will also share success stories to maintain momentum. Website Promotion: A link on the "Current Incentives" page of our website will direct Sourcewell members and DANNAR employees to information about the award. <p>In addition, our world-class CRM system will be used to monitor sales trends across various dimensions and demographics, providing insights into successful areas and identifying areas for improvement. To further enhance our understanding, we will gather feedback from our sales teams and, where possible, from Sourcewell clients. This feedback will supplement the CRM data, enabling more informed decision-making. These three components—the training plan, CRM trends, and field feedback—will serve as our primary internal metrics for measuring success.</p>	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	<p>For total quarterly sales less than \$4M under this contract, DANNAR will pay 1.5% of the total contracted sales invoices under this contract for the quarter to Sourcewell.</p> <p>For total quarterly sales equal to \$4M and up to \$8M under this contract, DANNAR will pay 1.0% of the total contracted sales invoices under this contract for the quarter to Sourcewell.</p> <p>For total quarterly sales greater than \$8M under this contract, DANNAR will pay .75% of the total contracted sales invoices under this contract for the quarter to Sourcewell.</p>	*

Table 7B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 8A and 8B)

Line Item	Question	Response *	
75	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>DANNAR is an OEM. We sell new equipment only and have a variety of new sales options and qualify for incentives, vouchers, and tax credits for select users. We do not offer used at this time but are open to supporting this concept once used MPSS become more widespread.</p> <p>We do have custom extended coverage offerings that are quoted at time of new purchase if the customer requests.</p>	*

76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Customizable MPS Configurations Our MPS offers four distinct sub-categories, each designed to meet specific operational needs. These configurations can also be combined to provide enhanced functionality.</p> <p>Work Built for demanding tasks, the Work configuration features advanced hydraulics with high pressure (up to 4000 psi) and flow (up to 40 gpm), capable of handling a wide range of work requirements. These units include bumper-mounted ports for push-to-connect hydraulic attachments.</p> <p>For even greater versatility, an optional upgrade includes loader arms with hydraulic valving, transforming the MPS to perform work similarly to a compact wheel loader or skid-steer. These arms provide both hydraulic and electric connections, making them compatible with various compact construction equipment attachments. Additionally, customers can opt for a Class 2/3 three-point hydraulic hitch, which is ideal for agricultural, civil, construction, and paving applications.</p> <p>Power The Power configuration offers optional bi-directional 480V or 208V 3 Phase AC power for diverse energy needs capable of operating at 60Hz or 50Hz. The 480 3P VAC has a maximum power output of 225kW in ideal conditions.</p> <p>Trailer Equipped with a pintle hitch, the Trailing configuration allows the MPS to pull trailered loads with auxiliary brakes. Load capacity is dependent on specific conditions but should not exceed 60K lbs.</p> <p>Integrated EVSE Charging All MPS units come standard with an integrated Level 2 EVSE, enabling convenient charging for a wide array of electrified products, including EVs, electric semi-trucks, eVTOLs, electric construction equipment, and electric boats. For faster charging capabilities, select MPS units can be equipped with an optional integrated DC Fast Charger (Level 3). This advanced charging option offers:</p> <ul style="list-style-type: none"> • Point-of-sale (POS) payment system (additional fees may apply) • CSMS integration ability • Over-The-Air (OTA) updates • Up to 120 kW of output • Both the integrated Level 2 and DC Chargers are being designed to be ISO15118-20 compliant for (V2X) integration predicated on other external factors being met.
77	Describe in detail the total energy capacity of all products offered.	<p>The DANNAR MPSs range in total energy capacity from 200kWhs to 800kWhs in 200kWh increments. Specifically, the MPS is available in a 200kWh, 400kWh, 600kWh, and 800kWh base models with high power output options (up to 225kW+ with 480 3 Phase VAC). The MPS is designed to discharge and recharge the energy quickly so that the end user can dispatch multiple “turns” of energy in a day.</p>
78	Describe in detail the nominal output capabilities of all products offered, including nominal output capabilities for both Alternating Current (AC) and Direct Current (DC).	<p>VAC:</p> <ul style="list-style-type: none"> • 120/240 VAC outlets collectively support 12kW with the 120 VAC limited to 2.4kW. • Optional bi-directional 480 3P VAC or 208 3P VAC at 100% PF (Power Factor) nominal power is 225kW for the 480 3P and 110kW for the 208 3P. • Integrated EVSE Level 2 AC Charger has a nominal output of 12kW or 19.2kW depending on unit. • MPS can re-charge on Level 2 EVSE at nominal 19.2kW <p>DC:</p> <ul style="list-style-type: none"> • MPS can re-charge on DC Charge (Level 3) at a max of 240kW. The battery management system will adjust the kW based on conditions. Nominal cannot be provided. • Optional integrated DC Charger can provide a nominal output in a single gun mode to 110kW with a maximum of 120kW. Please note the output is driven by the load connected to the DC Charger and conditional variables so the actual output (kW) that is observed is variable.

79	Describe in detail products bi-directional capabilities, including specifics on unit to grid, unit to vehicle, unit to equipment, etc.	<p>The MPS has several bi-directional abilities to receive, redistribute, and discharge AC and DC power from multiple sources simultaneously.</p> <ul style="list-style-type: none"> Optional bi-directional 480 3 Phase VAC with nominal 225kW input/output. It can also be 208 3 Phase VAC with up to a nominal 100kW input/output. Both can operate at 50Hz or 60Hz. <ul style="list-style-type: none"> Output: The 480 3P output is monitored by the MPS to optimize efficiency and safety depending on the loads. The MPS uses standard camlocks like those used on most diesel or natural gas gensets to be able to support nearly any load or spider box that a genset can. Assuming the proper utility interconnects, microgrid controllers, and other regulatory conditions are met with the customer's microgrid and utility, the MPS can output 480 3P VAC to the grid and/or microgrid. Input: The 480 3P input is monitored by the MPS to optimize efficiency and safety. The MPS uses standard camlocks like those used on most diesel or natural gas gensets and building interconnect boxes. The MPS monitors the power factor and other critical variables to ensure the quality of the inbound power is sufficient and safe. The MPS can accept power from utility or microgrids, including solar, generators, and many others. Optional Integrated bi-directional Level 3 DC Fast Chargers with up to 120kW combined output/input have the ability to charge CCS1 configured loads. These chargers also have the ability to perform V2X as defined by ISO15118-20. Features may not be available in all areas. The integrated bi-directional Level 2 EVSE Charger with a combined input/output of up to 19.2kW has the ability to charge loads that utilize the J1772 standard. This charger also has the ability to perform V2X as defined by ISO15118-20. Features may not be available in all areas.
80	If offering self-propelled units provide detailed information on capabilities such as if solutions are road/DOT legal, off-road capable, maximum speed, range, etc.	<p>The MPS is a four-wheel drive and four-wheel steer, self-propelled unit for both work and power based on configuration that by default utilizes a one-mile line of sight remote control that leverages military level encryption. The MPS has a LSD (Limited Slip Differential) and electric traction motor that maximizes tractive effort, minimizes slipping, and provides regenerative braking abilities to recharge the MPS. The MPS is also equipped with SAHR (Spring Applied Hydraulic Released) service and parking brakes for maximum braking ability and safety. The MPS is designed for the off-road, including dirt, mud, snow, asphalt, concrete surfaces, wooden platforms, and many more. The unit has brake lights, turn signals, and headlights as well. Where permitted by law, the unit can be operated on-road DOT with a proper escort.</p>
81	If offering complementary services, software, and/or technology solutions provide detail on function, capabilities, and demonstrate how they are complimentary to products offered.	<p>The Mobile Power Station (MPS) includes standard RFID access for select units equipped with the integrated DC Chargers, enabling authorized users to easily activate the EVSE with RFID access, even when network connectivity is unavailable. The unit can also be run with no access restrictions, like in the case of emergency response where life is prioritized to get civilians out of harms way to charge their EVs free of charge.</p> <p>We also recognize that a small portion of customers may need end-user payment methods. We offer two solutions:</p> <ul style="list-style-type: none"> Preferred: We partner with a provider capable of seamlessly integrating with existing CSMS platforms via websocket (ws) and secure websocket (wss) connections, using OCPP security profiles 0, 1, 2, and 3. This allows customers to manage all their EVSE charging, including the MPS, within a single system. There may be an additional fee for this integration from the Sourcewell clients CSMS but not DANNAR. Secondary: For customers without an existing CSMS, we can provide a separate payment processing service leveraging our partnered vendor. However, this is an optional, additional-cost feature, as most Sourcewell members prefer the integration options described above. By not including this in our standard pricing, we can better manage costs for our Sourcewell customers. <p>DANNAR products leverage integrated telematics on critical components, allowing for remote diagnostics, over-the-air (OTA) software updates, and a more responsive and efficient customer service experience. Furthermore, DANNARs use of industry standard components often allows customers with multiple options for servicing major components.</p>

Table 88: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Subcategory	Offered *	Comments	
82	Self-Propelled Mobile Power Units (MPUs) with attachments, hydraulics, and/or tools		<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes our work MPSs are self-propelled with attachments, hydraulics, and the ability to utilize buckets, skid-steer attachments, and other work tools.	*
83	Mobile Power Units (MPUs), Energy Storage Units (ESUs), and/or Battery Energy Storage Systems (BESS) that are mobile such as:		<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes our MPS is a wheeled Mobile Power Unit containing a Battery Energy Storage System and more.	*
84		Skid mounted and/or containerized	<input type="radio"/> Yes <input checked="" type="radio"/> No	No	*
85		Wheeled or trailer mounted	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes our MPS is a wheeled Mobile Power Unit containing a Battery Energy Storage System and more.	*
86	Accessories related to solutions described above		<input checked="" type="radio"/> Yes <input type="radio"/> No	Many flexible offerings and attachments.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcwell have been incorporated into the contract text.

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as 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.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - DANNAR Sourcwell Pricing RFP 062625 FINAL.pdf - Wednesday June 25, 2025 18:04:00

[Financial Strength and Stability](#) - DANNAR_Financial Support File.pdf - Friday June 20, 2025 14:53:26

[Marketing Plan/Samples](#) - DANNAR MPS-Marketing Examples.zip - Tuesday June 24, 2025 23:12:50

WMBE/MBE/SBE or Related Certificates (optional)

[Standard Transaction Document Samples](#) - DANNAR_Transaction Documents.zip - Tuesday June 24, 2025 23:20:31

Requested Exceptions (optional)

Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. 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, 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. - Greg Laudermilch, Executive VP, DD DANNAR, 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 obligations contemplated in the solicitation proposal.

☒ 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_5_Mobile_Power_Storage_Equipment_RFP 062625 Wed June 18 2025 04:31 PM	<input checked="" type="checkbox"/>	2
Addendum_4_Mobile_Power_Storage_Equipment_RFP 062625 Fri June 13 2025 01:03 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Mobile_Power_Storage_Equipment_RFP 062625 Wed May 28 2025 10:57 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Mobile_Power_Storage_Equipment_RFP 062625 Wed May 21 2025 03:45 PM	<input checked="" type="checkbox"/>	2
Addendum_1_Mobile_Power_Storage_Equipment_RFP 062625 Thu May 8 2025 02:48 PM	<input checked="" type="checkbox"/>	1