

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Battle Motors, Inc., 1951 Reiser Avenue SE, New Philadelphia, OH 44663 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

**EXPIRATION DATE AND EXTENSION.** This Contract expires July 9, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

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

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

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

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the administrative fee amount of \$500 multiplied by the total number of trucks purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.



D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.



b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.



C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared



ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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

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

**22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Battle Motors, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
7/19/2024 | 2:23 PM CDT  
Date: \_\_\_\_\_

DocuSigned by:  
*Oliver Weilandt*  
1E489613F1E5498...  
By: \_\_\_\_\_  
Oliver Weilandt  
Title: Chief Financial Officer  
7/19/2024 | 1:43 PM CDT  
Date: \_\_\_\_\_

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

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## Vendor Details

Company Name: Battle Motors, Inc.  
Address: 1951 Reiser Ave SE  
New Philadelphia, OH 44663  
Contact: Ronnie Garcia  
Email: rgarcia@battlemotors.com  
Phone: 310-662-3742  
Fax: 310-662-3742  
HST#: 86-1232286

## Submission Details

Created On: Wednesday March 06, 2024 15:53:10  
Submitted On: Thursday March 28, 2024 14:58:24  
Submitted By: Ronnie Garcia  
Email: rgarcia@battlemotors.com  
Transaction #: 0b7edfb4-a586-45ec-939e-f971c664a93f  
Submitter's IP Address: 38.13.23.4

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**Specifications**

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

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Battle Motors, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: 9D4H6 UEI: ZKFEQW3QPMH3
5	Proposer Physical Address:	1951 Reiser Avenue SE New Philadelphia, OH 44663
6	Proposer website address (or addresses):	www.battlemotors.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Oliver Weilandt Chief Financial Officer 1951 Reiser Avenue SE New Philadelphia, OH 44663 oliver@battlemotors.com (646) 420-3584
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ronnie Garcia Grants & Contracts Program Manager 1951 Reiser Avenue SE New Philadelphia, OH 44663 rgarcia@battlemotors.com (310) 662-3742
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Battle Motors, a name that might seem new to some, is deeply rooted in the rich heritage of its forerunner, Crane Carrier Company. This legacy brand has been synonymous with outstanding design and engineering expertise in the severe-duty vehicle industry for generations. Today, Battle Motors is charting a bold new course in the vocational truck market, offering a range of work-ready vehicles including diesel, compressed natural gas (CNG), and innovative fully electric chassis, all proudly designed and manufactured in the heart of America.</p> <p>Our trucks, purpose-built for the most demanding jobs, are ideal for fleets of any size across various sectors like refuse, recycling, construction, utility, and now, middle-mile and last-mile delivery. When it comes to resilience and reliability, our message is clear: Bring It.</p> <p>In the electric vehicle segment, Battle Motors is at the forefront, boasting a peerless powertrain and charging solutions, developed in partnership with leading U.S. companies. Our trucks now feature the Smart Cab platform, integrating our exclusive rEVolutionOS™ with robust, factory-installed digital instrument clusters. This technology provides critical data and insights to drivers and fleet managers, enhancing safety, efficiency, and security.</p> <p>Our vision is rapidly becoming a reality, with over 750 municipal customers and a network spanning 180 dealers in more than 150 locations across the United States and Canada. Our advanced 325,000-square-foot manufacturing facility positions us to scale up and revolutionize our customers' operations. We're leading the shift to fully electric trucks that offer unmatched comfort, safety, and visibility, alongside reduced maintenance costs, lower noise levels, and zero carbon emissions.</p>
11	What are your company's expectations in the event of an award?	In the event of an award, Battle Motors anticipates several positive outcomes. Firstly, securing a Sourcewell contract will enable us to maintain our commitment to providing streamlined, value-added purchasing options to our public entity clientele. Secondly, it will open up another avenue for us to market our vehicles directly and expand our brand presence to Sourcewell members without intermediary parties. This enhances our visibility and facilitates potential growth opportunities for our business.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	As Battle Motors, we continue the legacy of Crane Carrier, having crafted purpose-built heavy-duty vocational truck chassis for more than 75 years. Despite being a smaller entity in the truck chassis market, our enduring presence underscores our commitment to delivering value through our low-entry chassis across diverse sectors including street maintenance, waste management, utility/airport services, and infrastructure.
13	What is your US market share for the solutions that you are proposing?	In 2023, USA Market share was 15.6%.
14	What is your Canadian market share for the solutions that you are proposing?	In 2023, Canada's market share was 1%.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.  a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?  b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Battle Motors is a medium – and heavy-duty Original Equipment Manufacturer (OEM). Our sales and service force are two-fold. Battle Motors has a sales and service force made up of Battle Motors employees. Battle Motors also employs a dealer distribution model for sales and service consisting of 37 dealer organizations and 144 dealer locations across the United States.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	N/A
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Over the past five years, Battle Motors has been honored with several notable industry awards and recognitions, underscoring our commitment to excellence and innovation in the automotive sector. Some of these accolades include: Battle Motors is recognized for its groundbreaking innovations in electric vehicle technology, particularly for battery efficiency and performance advancements. Our company was lauded for its dedication to environmental sustainability through the development and deployment of eco-friendly electric vehicles, contributing to the reduction of carbon emissions in the transportation sector. Battle Motors received recognition for its leadership role in driving the transition towards electric mobility within the heavy-duty vocational truck market, setting new standards for efficiency and sustainability. We were honored for our commitment to customer satisfaction, evidenced by high ratings and positive feedback from clients who have experienced the reliability and performance of Battle Motors vehicles. Our innovative vehicle designs were acknowledged for their functionality, aesthetics, and ability to meet the unique needs of various industries such as street maintenance, waste management, and infrastructure.
20	What percentage of your sales are to the governmental sector in the past three years	36%
21	What percentage of your sales are to the education sector in the past three years	0.3%
22	List any state, provincial, or cooperative purchasing contracts that you hold.  What is the annual sales volume for each of these contracts over the past three years?	At the present moment, Sourcewell is the only cooperative agreement that we hold. The only other agreement is the Texas BuyBoard, managed at the dealer level, not OEM.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold.  What is the annual sales volume for each of these contracts over the past three years?	As of 3/25/2024, we do not have a GSA contract. However, we are presently working with the GSA to provide technical specifications for four SINs they are creating, which will allow Battle Motors for the first time to participate and eventually sell through the GSA Marketplace.

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Tacoma, WA	Andy Torres	253-593-7728
City of Long Beach	Luis Mercado	562-570-5406
City of Milwaukee, WI	Jeff Tews	414-286-2459

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Los Angeles	Government	California - CA	Refuse/Utility - Water	60 vehicles since 2021	\$12,305,909
City of Long Beach	Government	California - CA	Refuse chassis. Vehicles are used for waste management and snow removal.	50 vehicles since 2021	\$9,901,180
City of Folsom	Government	California - CA	Refuse chassis. Vehicles are used for waste management and snow removal.	35 vehicles since 2021	\$7,353,512
City of Spokane	Government	Washington - WA	Refuse chassis. Vehicles are used for waste management and snow removal.	26 vehicles since 2021	\$4,769,495
City of Norfolk	Government	Virginia - VA	Refuse chassis. Vehicles are used for waste management and snow removal.	17 vehicles since 2021	\$3,045,825

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

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

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

Line Item	Question	Response *
26	Sales force.	Our sales force consists of thirteen individuals serving in the following positions to support our North American sales territories: Senior Vice President of Sales, VP of BEV Sales, National Account Executives, National Account Managers, and VPs of Sales.
27	Dealer network or other distribution methods.	Battle Motors uses a dealer network model to sell and support our vehicles nationwide. Our dealer network consists of 37 dealer organizations and 144 dealer locations across the United States and Canada.  Currently, our dealer locations are spread across the following four regions: Central: AR, CO, IL, IN, IA, KS, MN, MO, NE, NM, ND, OK, SD, TX, WI, WY West: AK, AZ, CA, HI, ID, MT, NV, OR, UT, WA North: CT, DE, MA, ME, MD, MI, NH, NJ, NY, OH, PA, RI, VA, VT, WV South: AL, FL, GA, KY, LA, MS, NC, SC, TN
28	Service force.	Battle Motors currently has a Regional Service Manager, a National Accounts Service Manager, five Regional Service Managers, and an EV Service Technician who reports directly to our Vice President of Service. Our service team works in concert to support the needs of our customers and their vehicles. In an effort to attend to our customer's needs as quickly and cost-effectively as possible, our approach to Parts and Services is to work through our 37 dealer organizations representing more than 144 dealer locations across North America. Approximately 92 percent of our service work is focused on our on-highway product line. In addition to training the dealer service teams at our dealer service locations, our regional parts and service managers work with our dealer service teams to resolve any and all issues. When necessary, our regional parts and service managers will also go to where the truck is to resolve issues escalated by our dealer service teams.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	An authorized dealer, dealer rep, or Battle Motors rep may quote and order vehicles through the Configurator. The Configurator is a proprietary truck build tool. Preparing a quote is the first step; this is completed by a dealer rep or Battle Motors rep and receives approval from an application engineer. After the dealer rep or Battle Motors rep will then submits that quote as an order, the order is reviewed by a release engineer, and the build of materials is designed. Once the design is complete, each truck is assigned a serial number and a build slot (i.e., Q1, Q2, etc.).
30	Describe in detail the process and procedure of your customer service program, if applicable.  Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	In many cases, the customer service process begins with our 37 dealer organizations across North America. Our customers will notify their local dealer of the assistance they need with our vehicle. Our Service department has established time standards for many of the common repairs associated with our vehicles. Our dealers are empowered to resolve the warranty or non-warranty issue themselves. If our dealer is unable to resolve the issue within our established time standards they will reach out to their Regional Parts and Service Manager and/or Regional Sales Manager for assistance. Our dealers are trained, certified, and capable of resolving most issues themselves in a reasonable timeframe for our customers. Corporate support is provided by the regional parts and service managers fully supported by the Vice President of Service.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Battle Motor's full intention is to offer and promote our complete chassis product line to ALL Sourcewell member segments and verticals in the United States.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	As Battle Motors, we are fully committed to extending our products and services to Sourcewell participating entities in Canada. We are dedicated to serving customers across borders. We are eager to provide our complete chassis product line to all Sourcewell member segments and verticals not only in the United States but also in Canada. Our intention aligns with Battle Motor's legacy of offering value-added solutions to public entities, and we are enthusiastic about the opportunity to serve Sourcewell members in both the United States and Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None. It is our endeavor to sell and support our vehicles to any Sourcewell member either through our established dealer network or third-party providers.
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract.  Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None. It is our endeavor to sell and support our vehicles to any Sourcewell participating entity sectors either through our established dealer network or third-party providers.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We are unaware of any specific contract requirements or restrictions that would prevent Battle Motors from continuing to do business as we do today in Hawaii, Alaska, or any of the U.S. Territories. Currently, we have parts and service dealers in Hawaii and Alaska.

**Table 7: Marketing Plan**

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Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>To effectively promote the contract opportunity for Battle Motors, we will employ a multifaceted marketing strategy aimed at maximizing visibility, engagement, and, ultimately, conversions. Here's an outline of our proposed strategy:</p> <p><b>Market Research and Target Audience Identification:</b></p> <p>Conduct comprehensive market research to understand the target audience, their needs, pain points, and preferences. Identify key decision-makers within potential client organizations and understand their motivations.</p> <p><b>Brand Positioning and Messaging:</b></p> <p>Craft compelling and differentiated messaging that highlights Battle Motors' unique value proposition, such as innovative technology, reliability, cost-effectiveness, and environmental sustainability. Emphasize Battle Motors' track record of delivering high-quality solutions and its commitment to customer satisfaction.</p> <p><b>Digital Marketing:</b></p> <p>Develop a strong online presence through a combination of search engine optimization (SEO), content marketing, and social media engagement. Create informative and engaging content, including blog posts, articles, case studies, and videos, to showcase Battle Motors' expertise and solutions. Utilize targeted online advertising campaigns on platforms such as Google Ads and LinkedIn Ads to reach decision-makers in relevant industries.</p> <p><b>Email Marketing:</b></p> <p>Implement an email marketing campaign to nurture leads and maintain ongoing communication with potential clients. Personalize email content to address the specific needs and interests of each recipient, providing relevant information about Battle Motors' solutions and the contract opportunity.</p> <p><b>Networking and Relationship Building:</b></p> <p>Attend industry events, conferences, and trade shows to network with potential clients and industry influencers. Establish partnerships and collaborations with complementary businesses to expand reach and credibility.</p> <p><b>Public Relations and Media Outreach:</b></p> <p>Issue press releases and engage with industry publications to generate media coverage and increase visibility. Arrange interviews and thought leadership opportunities for Battle Motors' executives to share insights and expertise on relevant topics.</p> <p><b>Direct Sales Efforts:</b></p> <p>Deploy a dedicated sales team to proactively reach out to potential clients, conduct product demonstrations, and provide personalized consultations. Develop tailored sales presentations and materials to effectively communicate the benefits of partnering with Battle Motors.</p> <p><b>Measurement and Optimization:</b></p> <p>Regularly monitor key performance indicators (KPIs) such as website traffic, engagement metrics, lead generation, and conversion rates. Analyze the effectiveness of different marketing channels and tactics, and make adjustments as needed to optimize results.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Battle Motors leverages advanced technology and digital data to optimize our marketing efforts and achieve maximum effectiveness. We recognize the importance of utilizing cutting-edge tools and data-driven strategies to connect with our target audience, drive engagement, and ultimately, achieve our marketing objectives.</p> <p><b>Social Media Engagement:</b></p> <p>We actively engage with our audience across various social media platforms, including but not limited to LinkedIn, Twitter, Facebook, YouTube Threads and Instagram. By leveraging social media analytics tools, we analyze user behavior, preferences, and trends to tailor our content and messaging accordingly. Our social media presence serves as a platform for sharing industry insights, showcasing our solutions, and fostering meaningful interactions with our followers.</p> <p><b>Data Analytics and Insights:</b></p> <p>Battle Motors harnesses the power of data analytics to gain valuable insights into customer behavior, preferences, and purchasing patterns. We utilize sophisticated analytics platforms to track website traffic, user engagement, and conversion rates, enabling us to make data-driven decisions and optimize our marketing campaigns in real-time. By analyzing metadata and user-generated content, we gain deeper insights into the interests and needs of our target audience, allowing us to deliver more personalized and relevant marketing messages.</p> <p><b>Search Engine Optimization (SEO):</b></p> <p>We employ advanced SEO techniques to improve our visibility and ranking on search engine results pages (SERPs). Through keyword research, content optimization, and website analysis, we ensure that our online presence is optimized for maximum discoverability by our target audience. By staying abreast of search engine algorithms and industry trends, we continuously refine our SEO strategies to maintain a competitive edge and drive organic traffic to our digital properties.</p> <p><b>Personalized Marketing Campaigns:</b></p> <p>Battle Motors utilizes customer relationship management (CRM) systems and marketing automation platforms to deliver personalized marketing campaigns tailored to the unique preferences and behaviors of individual prospects and customers. By segmenting our audience based on demographic, psychographic, and behavioral data, we create targeted messaging and offers that resonate with specific audience segments, thereby increasing engagement and conversion rates.</p> <p><b>Performance Tracking and Optimization:</b></p> <p>We employ advanced analytics and tracking tools to monitor the performance of our marketing campaigns across various channels and touchpoints. By analyzing key performance indicators (KPIs) such as click-through rates, conversion rates, and return on investment (ROI), we identify areas for improvement and optimization, allowing us to allocate resources more effectively and maximize marketing ROI.</p>

<p>38</p>	<p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP?</p> <p>How will you integrate a Sourcewell-awarded contract into your sales process?</p>	<p>In our view, Sourcewell plays a pivotal role in promoting contracts arising out of this RFP (Request for Proposal) by acting as a trusted procurement partner for government, education, and nonprofit entities. Sourcewell streamlines the procurement process by leveraging the collective purchasing power of its members to negotiate and award competitively solicited contracts for a wide range of goods and services, including those related to Battle Motors' offerings.</p> <p>Integrating a Sourcewell-awarded contract into our sales process offers several advantages:</p> <p>Streamlined Procurement: Sourcewell's pre-negotiated contracts simplify the procurement process for eligible entities, reducing administrative burden and procurement lead times. This streamlining enhances the efficiency of our sales process by enabling quicker contract execution and project commencement.</p> <p>Credibility and Trust: Sourcewell's rigorous procurement process ensures that awarded contracts meet stringent quality and compliance standards. By aligning with Sourcewell, Battle Motors demonstrates our commitment to transparency, integrity, and best practices, thereby enhancing our credibility and trustworthiness in the eyes of potential clients.</p> <p>Expanded Market Reach: Sourcewell's cooperative purchasing program facilitates access to a broad network of government agencies, educational institutions, and nonprofit organizations across the United States. Integration of Sourcewell-awarded contracts into our sales process enables Battle Motors to reach a larger pool of potential clients and capitalize on untapped market opportunities.</p> <p>Marketing and Promotion: Battle Motors collaborates closely with Sourcewell to promote awarded contracts and raise awareness among eligible entities. Leveraging Sourcewell's marketing channels and resources, we disseminate information about our solutions, contract terms, and pricing to target audiences effectively.</p> <p>Customer Education and Support: Battle Motors provides comprehensive support and assistance to Sourcewell members throughout the procurement process. We offer educational resources, product demonstrations, and personalized consultations to help clients make informed decisions and maximize the value of their investment in Battle Motors' solutions.</p> <p>In summary, Sourcewell's role in promoting contracts arising from this RFP is instrumental in facilitating efficient and cost-effective procurement for government, education, and nonprofit entities. By integrating Sourcewell-awarded contracts into our sales process, Battle Motors can capitalize on streamlined procurement, enhance credibility, expand market reach, and deliver exceptional value to our clients. We are committed to leveraging our partnership with Sourcewell to drive mutual success and foster long-term relationships with eligible entities nationwide.</p>
<p>39</p>	<p>Are your products or services available through an e-procurement ordering process?</p> <p>If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>Yes, Battle Motors offers our products and services through an e-procurement ordering process to facilitate seamless transactions for governmental and educational customers. Our e-procurement system is designed to streamline the purchasing process, enhance efficiency, and ensure compliance with procurement regulations and standards.</p> <p>Our e-procurement system features include:</p> <p>Online Catalog: Battle Motors maintains an online catalog of our products and services, accessible through our e-procurement platform. This catalog provides detailed descriptions, specifications, pricing information, and contract terms, allowing customers to browse and select the offerings that best meet their needs.</p> <p>Integration with Procurement Platforms: Our e-procurement system integrates seamlessly with leading procurement platforms commonly used by governmental and educational entities, such as SAP Ariba, Oracle Procurement Cloud, and Jaggaer. This integration enables customers to initiate purchase orders, track order status, and manage invoicing within their existing procurement workflows.</p> <p>Customized Procurement Workflows: We offer customizable procurement workflows tailored to the specific requirements and preferences of governmental and educational customers. These workflows may include approval hierarchies, budget validation, and compliance checks to ensure adherence to procurement policies and regulations.</p> <p>Electronic Purchase Orders (POs) and Invoicing: Through our e-procurement system, customers can generate electronic purchase orders (POs) directly from the online catalog, eliminating the need for manual paperwork and expediting the ordering process. Likewise, suppliers can submit electronic invoices through the platform, streamlining the invoicing and payment reconciliation process.</p> <p>Reporting and Analytics: Our e-procurement system provides robust reporting and analytics capabilities, enabling customers to track spending, monitor procurement performance, and generate insights for informed decision-making. These reports can help governmental and educational entities optimize procurement strategies, identify cost-saving opportunities, and ensure compliance with budgetary constraints.</p> <p>Governmental and educational customers have successfully utilized our e-procurement system to procure Battle Motors' products and services in a streamlined and efficient manner. By leveraging the features and capabilities of our e-procurement platform, customers have experienced benefits such as:</p> <p>Simplified Ordering Process: Customers can easily browse our online catalog, select desired products or services, and initiate purchase orders with just a few clicks.</p> <p>Faster Procurement Cycle: Electronic purchase orders and automated workflows expedite the procurement process, reducing lead times and accelerating project timelines.</p> <p>Improved Compliance and Transparency: Our e-procurement system enhances compliance with procurement regulations and promotes transparency by providing clear documentation of transactions and approvals.</p> <p>Enhanced Cost Control: Reporting and analytics tools enable customers to track spending, monitor budgets, and identify opportunities for cost optimization and strategic sourcing.</p> <p>In summary, Battle Motors' e-procurement system offers a user-friendly, efficient, and compliant solution for governmental and educational customers to procure our products and services. We remain committed to continuously enhancing our e-procurement capabilities to meet the evolving needs of our customers and facilitate seamless procurement experiences.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
40	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities.</p> <p>Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>A robust training program for all operators, service technicians, warranty administrators, parts counter staff, and other dealership personnel exists within Battle Motors University. Dealership employees are required to take the training within 90 days of Dealer Agreement execution, and all owners and end-users are strongly encouraged to complete the training upon truck delivery. All training is offered in a self-paced structure online through an LMS training platform with certificates of achievement for those scoring 80% or above on training modules. All training is free, except two EV training modules that have certifications linked to online training provided by the SAE.</p>
41	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>In 2024 we will be launching the Battle Board. Battle Motors custom hardware will provide lots of truck functionality via a touchscreen interface, including infotainment and telematics. The Battle Board is designed to be modular and allow for additional services to be plugged into the Revolution Control Unit (RCU). Since the system is modular, Battle can plug any other prefrail devices for its needs into the product to allow for seamless integration across the entire system. The battle board can drive a total of 3 screens to allow the dual drive use case to take place.</p>
42	<p>Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>Battle Motors continues to provide a factory direct compressed natural gas (CNG)-fueled chassis. Unlike much of our competition, third parties are not needed to outfit our chassis for CNG. We can install behind-the-cab CNG cabinet systems and side-mount CNG cabinet systems. All configurations include the installation of the CNG fuel control module. We also provide front and/or side mounted fuel fills with shut-off caps and defueling options. A true turnkey CNG solution direct from our factory. If the customer elects to have the CNG fuel control module and CNG tanks mounted on the body we can build the chassis for such a set up as well.</p> <p>Battle Motors partnered to help build North America's first all electric refuse truck. As technology continues to improve and the costs associated with running heavy duty electric vehicle fleets decrease Battle Motors looks forward to providing the industry with viable, high quality, purpose built electric vehicles with the best range possible. In addition to CNG and our continued exploration into viable fully electric heavy-duty chassis, Battle Motors offers a factory direct active stop-start electric hybrid solution for select chassis applications. Similar to the technology in cars, the active stop-start system shuts the engine off when the vehicle idles. Data has shown that this electric hybrid technology, depending on the vehicle's application, can provide fuel savings ranging from 15 - 35 percent and decrease engine hours as much as 40 - 50 percent.</p>
43	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>N/A</p>
44	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>N/A</p>
45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Value Added Attributes of the Battle Motors Brand:</p> <ul style="list-style-type: none"> <li>• Our low entry s 18" step in height on both sides of the cab is often duplicated by our competitors, but is also accompanied by additional steps for entry into their cabs. Battle Motors builds TRUE low entry chassis.</li> <li>• Battle Motors provides the industry's only true low entry cabs for operators. •The ease of entry into our cab on both sides helps reduce the risk of slips and falls by operators particularly in inclement weather during.</li> <li>• Requiring multiple steps to enter and exit the cab takes a toll on operators over the course of their work day. Our one-step into the cab helps reduce the amount of operator fatigue at the end of the day.</li> <li>• Our 1814 square inch radiator-largest in the industry-contributes to a cooler, quieter, roomier workspace for refuse operators.</li> <li>• Our low entry engine cover is small, does not crowd operators and does not extend past the front edge of the driver s and passenger s seats making for a walk through cab and better in-cabin room.</li> <li>• Fleet drivers come in all shapes and sizes. Tilt telescoping steering columns are standard on all our steering configurations (left-hand, right-hand, and dual drive).</li> <li>• Battle Motor's low entry crew cab that allows for seating for up to four, all facing forward, with their own seat belts.</li> <li>• Our drop frame chassis is built from the ground up at our factory with NO third party required to chop and/or weld the frame.</li> <li>• The durability of our chassis has allowed our customers to consistently have their vehicles in service for over 15 years.</li> <li>• Currently Battle Motors offers the industry's only 82" wide low entry cab that seats three people all facing forward with their own seat belts.</li> <li>• Battle Motors chassis provide some of the best visibility in the industry with the bottom of our windshields only being 60" from the ground.</li> <li>• The position of our front axle on our low entry cabovers makes Battle Motors chassis some of the best turning trucks in the industry.</li> </ul> <p>The versatility and rigidity of our chassis benefit all Sourcewell member's segments.</p>

**Table 9A: Warranty**

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

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

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	The repair or replacement of defective parts other than Major Component Parts will be made without charge for parts or labor when made at a Battle Motors authorized Warranty Repair Station. Before any claim for the cost of replacement parts installed elsewhere than at an authorized Warranty Repair Station may be made under this warranty, prior notification of the need for the repairs must be given to the Manufacturer's Service Department in New Philadelphia, Ohio, and prior approval given by said Service Department. The repair or replacement of Major Component Parts will be made in accordance with the Major Component Warranty Schedule herein. The term "Major Component Parts," as used above, means clutches, (except facings), steering gears, radiators, frame rails and cross members. The Warranty shall not apply to any carrier which has been subjected to misuse, negligence, accident, or which shall have been altered or repaired outside the factory, without prior Factory Service Department approval, which alteration or repair in the Manufacturer's judgment, affected the carrier's stability or reliability. Nor does it apply to normal maintenance services (such as engine tune-up, fuel system cleaning, adjustments, wheel alignment and balancing, brake and clutch adjustments) or the replacement of service items (filter elements, fluids or lubricants, and friction facings) made in connection with such maintenance services. The Manufacturer makes no warranty whatever with respect to engines, transmissions, axles, tires, starting devices, alternators, batteries, power take-offs, hoists, mixers, bodies, winches or other such trade accessories by other manufacturers, and passes on to the purchaser any and all separate warranties made by the respective manufacturers thereof.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our basic warranty coverage is one year, 12,000 miles or 2,000, whichever comes first. For those customers interested we do provide an optional one-year, unlimited mileage/unlimited hours warranty.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, they do not.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs?  How will Sourcwell participating entities in these regions be provided service for warranty repair?	N/A
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Battle Motors makes no warranty whatsoever with respect to engines, transmissions, axles, tires, starting devices, alternators, batteries, power take- offs, hoists, mixers, bodies, winches or other such trade accessories by other manufacturers, and passes on to the purchaser any and all separate warranties made by the respective manufacturers thereof.
51	What are your proposed exchange and return programs and policies?	All trade-ins or exchanges are subject to dealer authorization. Our dealers will determine how much a trade-in or exchange is worth on a case by case basis. All order cancellations must be in writing and are subject to liquidation charges equal to the actual costs incurred by the Crane Carrier Company at time of cancellation. Liquidation damages will be invoiced within ten (10) days after receipt of dealers written cancellation notice. Any Chassis or Body order cancellation is strictly subject to factory approval, and will not be considered within sixty (60) days of a scheduled delivery.
52	Describe any service contract options for the items included in your proposal.	We will tailor our service contracts appropriately to meet the expectations of Sourcwell members.

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

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Battle Motors will invoice units once they ship. Currently, all invoices are due for payment upon receipt.
54	Describe any leasing or financing options available for use by educational or governmental entities.	Dealers signed up with Mitsubishi Capital/Battle Motors Capital have flooring lines that allow financing. Extraordinary terms can be negotiated for large customers or National Accounts customers. Battle Motors will facilitate leasing through a third-party leasing dealer.
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Our Proposed Order Process (this is subject to change as necessary)  a. Battle Motors and/or one of our dealers will be notified of the desire to make or initiate on a member's behalf a Sourcwell contract purchase.  b. We will encourage our salesforce and dealers when possible to use the Sourcwell-approved chassis specifications for meeting members' needs (06092020-01 - 06092020-52).  i. We understand there will certainly be cases where our Sourcwell-approved chassis specifications will not meet a member's specific chassis needs. ii. Under those circumstances we will encourage our sales managers to use the Sourcwell-approved chassis specification that comes the closest to what the customer wants and tailor it to the member's specific needs. iii. Using the Sourcwell-approved chassis specification that comes the closest to complying with what the member desires will serve as a vehicle guide and help keep us in line with our price ceiling for a chassis of that kind. iv. The tailored member specification and pricing would then be sent to our Sourcwell contact for approval because it is a new chassis specification.  c. Our sales managers or dealers would work with the member's upfitter of choice on the upfit and pricing.  d. Once we have the completed vehicle(s) quote our dealer will present the quote and vehicle specifications to the customer for review and approval.  e. Once the order has been placed the customer will issue a PO to our dealer.  i. Our dealer will issue a PO to Battle Motors and upfitter(s) (if applicable) selected by the customer.  f. Once the chassis has been completed, the chassis will be shipped to the member's upfitter of choice, and the customer will be invoiced for payment.  i. Customers are always welcome to do a pilot inspection at the Crane Carrier factory of the chassis.  g. After the vehicle(s) have been completed by the upfitter they will be delivered to our dealer so they can perform the Prep and Delivery Inspection (PDI).  h. The vehicle(s) will be delivered to the customer after the PDI has been completed.
56	Do you accept the P-card procurement and payment process?  If so, is there any additional cost to Sourcwell participating entities for using this process?	No, not at this time.

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts).  Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our pricing model for Sourcwell member pricing is a published catalog percentage discount off MSRP.  We have provided 20 different chassis specifications at this time to illustrate the versatility of our low-entry chassis and low-narrow tilt chassis product line. Here are the SKUs for our chassis specifications:  1. BEV LET2 - 46: 202403042314-31EB 2. BEV LNT - 26: 202403042251-3D6B 3. BEV LNT - 40: 202403042259-1855 4. Diesel LET2 - 26: 202403081723-D584 5. Diesel LET2 - 30: 202403081806-4D83 6. Diesel LET2 - 40: 202403081809-1C4E 7. Diesel LET2 - 44: 202403081817-2393 8. Diesel LET2 - 46: 202403081821-62D8 9. Diesel LNT - 21: 202403111929-F736 10. Diesel LNT - 26: 202403111947-7AC3 11. Diesel LNT - 30: 202403111952-C6CD 12. Diesel LNT - 40: 202403111953-CF5D 13. CNG LET2 - 26: 202403082015-539A 14. CNG LET2 - 30: 202403082012-ED22 15. CNG LET2 - 40: 202403082011-157C 16. CNG LET2 - 44: 202403082011-37E7 17. CNG LET2 - 46: 202403082009-F9C5 18. CNG LNT - 26: 202403112000-7270 19. CNG LNT - 30: 202403112006-AAC0 20. CNG LNT - 44: 202403112007-CAFD
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Please see the attached pricing matrix document in the "Documents" tab for line-by-line discounts from MSRP.
59	Describe any quantity or volume discounts or rebate programs that you offer.	Battle Motors will offer an additional concession for orders over 10, respective to BEV and ICE discounts.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	At Battle Motors, our approach when collaborating with Sourcwell members is rooted in delivering tailored solutions that precisely align with their unique requirements and specifications. Our commitment to excellence begins with gaining a deep understanding of the intended application for the vehicle, whether it be in sectors such as refuse & recycling, infrastructure maintenance, ground support, agriculture, oil & gas, utility, or any other specialized field.  As a seasoned custom chassis manufacturer, our extensive range of chassis options—ranging from single axle to heavy-duty configurations—ensures that we can accommodate a diverse array of upfit requirements seamlessly. Once a Sourcwell member has identified their preferred upfit manufacturer, we enter into a collaborative partnership to ensure a smooth integration process. This entails several crucial steps:  Assessment of Clear Space: We meticulously assess the chassis to ensure it provides ample clear space for mounting the desired upfit, guaranteeing optimal functionality and safety.  GVWR Configuration: Our team configures the chassis with the appropriate Gross Vehicle Weight Rating (GVWR) to accommodate the intended payload and operational demands effectively.  Comprehensive Specification: We furnish the Sourcwell member with a detailed chassis and body specification, encompassing their desired accessories and configurations, for thorough review and approval.  Transparent Quotation: Battle Motors, in conjunction with our dealer network, furnishes the Sourcwell member with a comprehensive quote encompassing all associated costs, including freight, providing clarity and transparency throughout the procurement process.  Upon the Sourcwell member's approval of the order, we swiftly facilitate the procurement process by obtaining a purchase order from the customer. Subsequently, we extend purchase orders to all involved parties, streamlining coordination and ensuring alignment across the supply chain.  It's important to emphasize that our partnership with Sourcwell streamlines the purchasing process significantly, circumventing the protracted delays often associated with traditional bidding procedures. By leveraging the Sourcwell contract, we expedite the deployment of much-needed vehicle solutions, enabling Sourcwell members to transition seamlessly from procurement to operational deployment, thereby optimizing efficiency and resource utilization.  In essence, our collaborative framework with Sourcwell underscores our unwavering commitment to delivering agile, tailored solutions that empower organizations to fulfill their operational mandates effectively and expeditiously.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response.  This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Given the diverse needs of Sourcwell members, the market offers an array of unique vehicle configurations. Our pricing specifically addresses the chassis offerings, with freight charges applied upon specifying the desired shipping destination. Our range includes single axle, standard, and heavy chassis specifications, catering to various upfit manufacturers. Additionally, we provide detailed information on compatible products complementing our chassis offerings.  When processing a member's order, Battle Motors or designated dealer representatives will secure pricing from upfit manufacturers and other necessary equipment suppliers to facilitate the construction of the desired vehicle solution(s). While payment for these components typically goes directly to the respective suppliers, Sourcwell customers have the option to consolidate these costs into the total acquisition cost.  Furthermore, Sourcwell customers may choose to opt for adding the upfit after the Battle Motors vehicle is delivered to their shipment yard or preferred location, providing added flexibility in their procurement process.
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight is determined by the customer's desired shipping destination once we have completed the chassis. We do not know that until the order is placed and therefore cannot calculate freight in advance of receiving an order. Many of our products ship incompletely because of the customer's desired upfit (e.g., refuse truck, sweeper, ground support, etc.). Once that destination is identified Battle Motors works to provide the most cost-effective and route efficient shipping we can offer. Once the upfit is complete the completed vehicle is shipped to the respective dealers for pre-delivery inspections before final delivery to the customer.  Freight is an itemized inclusion in our final pricing of the chassis specifications. This includes sourced goods if the customer uses our contract to purchase the entire vehicle (e.g., chassis, upfit, accessories, etc.).
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We used commonly known shipping methods to ship to off-shore locations. Traditional drive-away or hauling solutions are used within the continental United States to get our products to the respective ports for offshore shipping. From there, barges and/or ferries are used to get our product to their final destination.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We will tailor our distribution and/or delivery methods to appropriately meet the needs of Sourcwell members most efficiently and cost-effectively.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	No additional comment at this time.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
66	<p>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell.</p> <p>This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.</p> <p>Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.</p>	<p>After releasing a chassis order to manufacturing we will provide our dealer (or customer on direct sales) an order confirmation letter with a copy of the chassis specification, and if applicable, listing the customer's desired upfit if purchased via our contract. The order confirmation letter will provide our dealers and customers 10 days to confirm the order's accuracy or to make corrections without assessing change order fees. If we do not receive written notification of errors within 10 days, we will assume the order is correct. Change order fees will be imposed on any changes requested after the 10-day review period.</p> <p>Additionally, a checklist is provided to sales administrator(s) to ensure we have complied with all Sourcewell-related requirements on each sale to members and required reporting to Sourcewell at the right time intervals.</p> <p>Within 10 days after the closeout of each month, Battle Motors' finance department will provide the Sourcewell Administrator with a report of all confirmed Sourcewell sales. The Battle Motors Sourcewell Administrator will review the report and confirm the quantity, vehicle specs, and total amount for each reported sale. Then, the confirmed sales report will be added to the corresponding quarterly report, which goes to Sourcewell within 45 days of the closing quarter, including the quarterly payment for all reported sales.</p>
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<ol style="list-style-type: none"> <li>1. Sales Volume: Measure the increase in sales volume specifically attributable to the Battle Motors Sourcewell contract compared to previous periods and/or regions.</li> <li>2. Market Share: Track changes in market share within specific regions or segments where the Sourcewell agreement can perform.</li> <li>3. Revenue Growth: Monitor revenue growth associated with sales facilitated through the Sourcewell contract.</li> <li>4. Customer Retention Rate: Assess the rate at which customers acquired through Sourcewell remain loyal and continue to purchase from the OEM.</li> <li>5. Lead Conversion Rate: Measure the percentage of leads generated through Sourcewell that convert into actual sales.</li> <li>6. Average Deal Size: Analyze the average size of deals closed through the Sourcewell contract to gauge its impact on overall revenue.</li> <li>7. Customer Satisfaction: Collect feedback from customers procuring through Sourcewell to gauge their satisfaction levels and identify areas for improvement.</li> </ol>
68	<p>Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods.</p> <p>(See the RFP and template Contract for additional details.)</p>	Battle Motors will pay Sourcewell a flat, per-unit fee for facilitating, managing, and promoting our Sourcewell contract.

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

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

Line Item	Category Selection *
69	Category 1: All engines, fuel, and propulsion type chassis and cabs



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

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Battle Motors is offering a variety of Class 6, 7, and 8 low-cab forward and low-entry chassis models that can be adapted as necessary for numerous vehicle vocations with our proposal. Our chassis models provide members the flexibility to tailor the chassis to their needs for the application of their choice. Our proposal features chassis with factory-direct diesel and alternative fuel solutions such as CNG and battery-electric applications. Sourcewell members may elect to purchase vehicles with the CNG fuel system installed on the chassis at our factory (no third-party installation necessary). Additionally, we can provide chassis specifications with Ridewell's 60/40 steerable rear suspension as a factory direct installation option for members seeking vehicles with better tire life and enhanced turning ability for select applications.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Fleet & Related, Roads & Airports, Grounds & Agriculture, Construction, Public Safety.
72	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety.	<p>Straight full-depth formed "C" shaped side member rails measuring 11" x 3.5" x .38" thick @ 21.5 lbs. per foot, 120,000 psi min. yield. Section Modulus (SM): 18.61 in.<sup>3</sup>; rated RBM: 2,233,200 in. lbs. minimum per rail from the front axle to end of frame. 25' length ladder-type frame with 34" nominal width outside frame rails, fabricated and reinforced tubular cross members, fastened with torque prevailing SAE Grade 8 flanged head nuts and bolts: no rivets in ladder frame assembly. No projections above the top flange in the identified CA dimension.</p> <p>Low Entry Tilt (LET2) and Low Narrow Tilt (LNT) cab and chassis. An 18" floor height from the ground on both sides of the cab is provided with standard front tires, providing convenient and frequent access in and out, located low and forward of the front axle. The design provides seating for the driver and one (1) passenger, with interior passage to both seat positions. Maximum interior space is provided with the engine doghouse low and projecting no further forward than the forward edge of the driver and passenger seats and sloped on the RH side. All panels are 2-sided galvan steel for increased corrosion resistance. No rivets in the cab skin. Steel Cab Visor with Marker Lights included.</p> <p>Driver safety (optional): The Battle Motors Smart Cab integrates our custom RevolutionOS™ and MobilEye's Shield+ Advanced Driver Assistance Systems (ADAS) to encourage safe driving and increase your bottom line. RevolutionOS™ effortlessly provides easy-to-read actionable data, diagnostics, equipment utilization, and access to service manuals at the touch of a button.</p>
73	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	Battle Motors has developed a software platform and operating system named rEvolutionOS™ (RevOS™). rEvolutionOS™ fuses analytics with operations to smartly operate the vehicle and delivers RICH DECISION-MAKING DATA. The focus is on driving business-unit-focused outcomes whether they be maintenance, safety (ADAS), efficiency and/or compliance. Real and actionable data is presented to the driver and fleet manager.

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

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

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

Line Item	Category or Type	Offered *	Chassis Type (ICE and/or BEV)	Comments
74	Class 4 chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	Both Chassis Types (ICE and BEV)	N/A
75	Class 5 chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	Both Chassis Types (ICE and BEV)	N/A
76	Class 6 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Both Chassis Types (ICE and BEV)	Battery-electric, Diesel, and CNG chassis. Suggested application are, not limited to, waste management, infrastructure maintenance, ground support, and construction.
77	Class 7 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Both Chassis Types (ICE and BEV)	Battery-electric, Diesel, and CNG chassis. Suggested application are, not limited to, waste management, infrastructure maintenance, ground support, and construction.
78	Class 8 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Both Chassis Types (ICE and BEV)	Battery-electric, Diesel, and CNG chassis. Suggested application are, not limited to, waste management, infrastructure maintenance, ground support, and construction.
79	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No		N/A

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

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

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

Line Item	Category or Type	Offered *	Comments
80	Battery Electric Vehicle (BEV) Class 4 Chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
81	Battery Electric Vehicle (BEV) Class 5 Chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
82	Battery Electric Vehicle (BEV) Class 6 Chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Will offer BEV LNT, LOE, and LET2 models.
83	Battery Electric Vehicle (BEV) Class 7 Chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Will offer BEV LNT, LOE, and LET2 models.
84	Battery Electric Vehicle (BEV) Class 8 Chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Will offer BEV LNT, LOE, and LET2 models.
85	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A



**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell 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 N2T have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - Battle Motors Sourcewell RFP #032824 Pricing (Final 3.27 V.1).docx - Wednesday March 27, 2024 11:41:16
  - Financial Strength and Stability (optional)
  - Marketing Plan/Samples (optional)
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Battle Motors ICE and BEV Warranty Manuals.zip - Monday March 25, 2024 19:02:10
  - Standard Transaction Document Samples (optional)
  - [Requested Exceptions](#) - RFP\_033824\_Class\_4-8\_Chassis\_&\_Cabs\_Contract\_Template (3).docx - Thursday March 28, 2024 14:46:57
  - [Upload Additional Document](#) - Sourcewell RFP #032824 - Battle Motors Proposed Specifications.zip - Wednesday March 27, 2024 12:36:36

**Addenda, Terms and Conditions**

**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Ronnie Garcia, Grants & Contracts Program Manager, Battle Motors, Inc.

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

Yes  No

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

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

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