

# REQUEST FOR PROPOSAL FOR SCHOOL BUSES AND PARTS

## EDUCATION SERVICE CENTER, REGION 10

400 E Spring Valley Rd  
Richardson, TX 75081  
Telephone: (972) 348-1110



Publication date	10/02/2020
Product or service	School Buses and Parts
RFP#	R10-1109
Proposal due date	11/05/2020
Proposal submittal location	<a href="https://region10.bonfirehub.com/portal/?tab=login">https://region10.bonfirehub.com/portal/?tab=login</a>

Principle contract officer	Ms. Sue Hayes Chief Financial Officer
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Public opening location	Region 10 ESC 400 East Spring Valley Rd Richardson, TX 75081
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Education Service Center, Region 10 ("Region 10 ESC") is seeking proposals for the procurement of School Buses and Parts. Responses will be accepted until 2 pm on November 5, 2020. All times are Central Standard Time.

The public bid opening will be held via Zoom meeting. Interested parties who wish to attend the bid opening should email Clint Pechacek at [clint.pechacek@region10.org](mailto:clint.pechacek@region10.org) by 4:00 pm on November 4, 2020 to receive an invitation. Requests for an invitation after that time will not be accepted. The bid opening will begin at 2 pm Central Time on November 5, 2020 after all submissions have been received.

In general, Coop members will reference this RFP when purchasing from the vendor. Region 10 ESC will not charge a fee to public agencies for participation in the purchasing coop.

Faxed responses will not be considered. By submitting a response, responder certifies to the best of his/her knowledge that all information is true and correct. All proposals must be submitted electronically as directed in the Bonfire procurement application. Scanned submissions are acceptable where PDF files are requested.

Responses should be submitted on the forms provided. Only responses received by the date and time specified will be considered. PRICE, QUALITY, AND SUITABILITY: It is not the policy of Region 10 ESC to purchase services solely on the basis of low price alone; quality and suitability to purpose are taken into consideration. Term discount, if any, must be indicated on Deviation Statement & Signature Page and will be considered.

The Region 10 ESC Board of Directors may approve awarding of this proposal to one or more vendors. Region 10 reserves the right to reject all proposals if it determines in its sole discretion that a reasonable basis exists for doing so. Consideration for an exclusive award to a single national supplier will be given for vendors who respond with value that separates the vendor from other respondents within the competitive range.

## **MASTER AGREEMENT**

The purpose of Region 10 ESC soliciting this Request for Proposal is to create a Master Agreement for School Buses and Parts for use by public agencies supported under this contract. Region 10 ESC, as the Lead Agency, as defined in Attachment A, has come together with the Equalis Group to make the resultant contract (also known as the "Master Agreement") from this Request for Proposal available to other public agencies not only locally, but also nationally, including county, city, state, special district, local government, school district, private K-12 school, higher education institution, other government agency or non-profit organization ("Public Agencies"), for the public benefit through the Equalis Group's cooperative purchasing program. Region 10 ESC will serve as the contracting agency for any other Public Agency that elects to access the resulting Master Agreement.

Access to the Master Agreement by any Public Agency must be preceded by its registration with Equalis Group as a Participating Public Agency in Equalis Group's cooperative purchasing program. Attachment A contains additional information on Equalis Group and the cooperative purchasing program. Equalis Group provides marketing and administrative support for the awarded vendor ("Supplier") that promotes the successful vendors' products and services to the Participating Public Agencies nationwide.

Participating Public Agencies benefit from pricing based on aggregate spending and the convenience of a contract that has already been advertised and competitively awarded. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to multiple competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the Equalis Group documents (Attachment A).

## OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

**Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:**

☒ We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

*(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)*

☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)*

November 4, 2020

Date

*Marc-André Page*

Marc-André Pagé- Vice president Commercial Operations

Authorized Signature & Title

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## **A. INTRODUCTION**

### **I. Background on Region 10 Education Service Center**

Region 10 Education Service Center (“Region 10 ESC” herein “Lead Agency”) on behalf of itself and, potentially, all state, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agencies”) solicits proposals from qualified Respondents to enter into a Vendor Contract (“contract”) for the goods or services solicited in this invitation.

Contracts are approved and awarded by a single governmental entity, Region 10 ESC, and are only available for use and benefit of all entities complying with their respective state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities).

### **II. What is the role of Equalis Group**

Equalis Group assists Region 10 ESC in helping other public agencies and non-profits reap the benefits of national leveraged pricing, with no cost to the participating member. Equalis Group leverages one of the largest pools of purchasing potential. This is accomplished by competitively soliciting proposals and awarding contracts for commonly purchased products and services.

### **III. Purpose of Region 10 ESC**

The mission of Region 10 is to be a trusted, student-focused partner that serves the learning community through responsive, innovative educational solutions. It is Region 10's intent to:

- Provide governmental and public entities opportunities for greater efficiency and economy in procuring goods and services.
- Take advantage of state-of-the-art purchasing procedures to ensure the most competitive contracts.
- Provide competitive price and bulk purchasing for multiple government or public agencies that yields economic benefits unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services.
- Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
- Help in assisting customers with use of best business practices.

### **IV. Customer Service**

1. Region 10 ESC is dedicated to making its contracts successful for both its members and its awarded vendors.
2. Region 10 ESC is committed to providing its members and awarded vendors with high quality service.
3. Region 10 ESC has dedicated staff available to answer questions, offer guidance and help in any way possible.

## B. SCOPE

### **Products and Services Covered:**

It is the intention of Region 10 ESC to establish a contract with Respondent(s) for a complete and comprehensive offering of School Buses and Parts. Respondents are encouraged to propose their complete catalog, products and services where available, including but not limited to the following:

#### Specifications:

All School Buses, Parts and related services or solutions should follow specifications as set forth in the Texas Department of Public Safety, 2018 School Bus Specifications located at:

<https://www.dps.texas.gov/schoolbus/TxSchoolBusSpecs/2018TxSchoolBusSpecs.pdf>

#### Bus Types:

##### Type A

- Typically, 12 to 30 passengers, dependent on the configuration.
- School Bus that is a van conversion or body constructed utilizing a cutaway front-section vehicle with a left side driver's door.
- The Type A bus shall be no less than 10,000 lbs. and not exceed 19,500 GVWR.
- The entrance door is behind the front wheels.
- No single rear wheel vehicles will be allowed

##### Type B

- Typically, over 10 passengers, dependent on the configuration.
- School bus is constructed utilizing a stripped chassis.
- The entrance door is behind the front wheels and has a GVWR of greater than 10,000 pounds.

##### Type C

- Typically, 54 up to 81 passengers.
- School bus is a body installed upon a flat back cowl chassis or an integrated conventional chassis/body combination, with a hood and front fender assembly and a gross vehicle weight rating of more than ten-thousand pounds (10,000 lbs.).
- The engine is in front of the windshield and the entrance door is behind the front wheels.
- This type is also known as a "conventional school bus"

##### Type D

- Typically, 72 up to 90 passengers.
- School bus is a body installed upon a chassis, with the engine mounted in the front, mid bus, or rear with a gross vehicle weight rating of more than ten thousand pounds (10,000 lbs.).
- The engine may be behind the windshield and beside the driver's seat; it may be at the rear of the bus, behind the rear wheels; or between the front and rear axles.
- The entrance door is ahead of the front wheels. This type is also known as "transit-style school bus"

##### Vans & Multi-Purpose

- Typically, 10 or less passengers.
- CDL may not be required.
- Other specifications may vary dependent upon the specific application.

### Powertrain

Both electric and diesel powertrain options are included in this scope. Respondents are encouraged to provide electric vehicle options where available. Some exceptions to the specifications defined herein may be required and accepted for electric vehicles, provided that those exceptions still meet specifications defined by the Texas Department of Public Safety.

### Additional Options:

Other options should be included where available such as, Accessibility options; Backup, inside and other camera options; PA systems; Safety options; comfort options; and any other available options typically found in various bus configurations

### Parts & Service:

All approved aftermarket or OEM parts and service necessary to safely operate and maintain the buses outlined herein.

### Financing

All available financing options whether managed directly through the respondent or outsourced through a third-party financing company.

## **C. KEY DEFINITIONS**

**Days:** means calendar days.

**Lead agency:** means Region 10 in its capacity as the government entity advertising, soliciting, evaluating and awarding the contract.

**Procurement:** means buying, purchasing, renting, leasing or otherwise acquiring any materials, services or construction. Procurement also includes all functions that pertain to the obtaining of any material, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.

**Responsive Respondent:** means a person, company, firm, corporation, partnership or other organization who submits a proposal which conforms in all material respects to the invitation for bids or request for proposals.

**Solicitation:** means an invitation for bids, a request for technical offers, a request for proposals, a request for quotations or any other solicitation or request by which we invite a person to participate in a procurement.

**Specifications:** means any description of physical or functional characteristics, or of the nature of a material, service or construction of item. Specifications may include a description or any requirement for inspecting, testing or preparing a material, service or construction item for delivery.

**Vendor:** means any provider or seller of goods and/or services that has a contractual relationship with Equalis Group or Region 10 ESC.

## **D. GENERAL TERMS AND INSTRUCTIONS TO RESPONDENTS**

### **SUBMISSION FORMAT AND COMMUNICATION**

It is the responsibility of the vendor to make certain that the company submitting a proposal, along with appropriate contact information, is on file with Region 10 ESC for the purpose of receiving addenda.

- I. **Response Submission:** All responses must be submitted electronically as directed in the Bonfire procurement application. Scanned submissions are acceptable where PDF files are requested. Responses received outside the Bonfire procurement application will not be accepted.

Sealed responses may be submitted on any or all items, unless stated otherwise. Responses may be rejected for failure to comply with the requirements set forth in this invitation. Region 10 ESC reserves the right to cancel solicitation, reject any or all proposals, to accept any proposal deemed most advantageous to the participants in Region 10 ESC and to waive any informality in the proposal process. Participating agency or entity also reserves the right to cancel solicitation and reject any or all proposals if it is advantageous to the school district.

Deviations from any terms, conditions and/or specifications must be conspicuously noted in writing by the Respondent and shall be included with the response. (See Appendix F, Doc #17).

- II. **Proposal Format:** The electronic narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested. Responses should be consolidated into one PDF file for the RFP response, one PDF file for the Attachment A (Equalis Group Exhibits) response and one Excel file for the Attachment B (pricing) response.

- III. **Time for receiving proposals:** Proposals received prior to the submittal deadline will be kept secure and unopened. No proposals received after the submittal time and deadline will be considered. Late proposals will be returned to sender unopened.

- IV. **Inquiries and/or discrepancies:** Questions regarding this solicitation must be submitted [in the Bonfire procurement application](#). All questions and answers will be posted to [the Bonfire procurement application](#). Respondents are responsible for viewing the Bonfire procurement application to review all questions and answers prior to submitting proposals. Please note that oral communications concerning this RFP shall not be binding and shall in no way excuse the responsive Respondent of the obligations set forth in this invitation.

- V. **Restricted and Prohibited Communications with Region 10 ESC and Equalis Group:** During the period between the date Region 10 ESC issues this RFP and the selection of the vendor who is awarded a contract by Region 10 ESC, if any, Respondents shall restrict all contact with Region 10 ESC and Equalis Group, and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the Bonfire procurement application in the specified manner. **Do not contact members of the Board of Directors, other employees of Region 10 ESC, any of Region 10 ESC's agents or administrators or Equalis Group employees. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Respondent.**

The communications prohibition shall terminate when the contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and a contract has been awarded. In the

event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall be re-imposed. Additionally, during the time period between the award by the Board of Directors and the execution of the contract, Respondents shall not engage in any prohibited communications as described in this section.

Prohibited communications include direct contact, discussion, or promotion of any Respondent's response with any member of Region 10 ESC's Board of Directors or employees except for communications with Region 10 ESC's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Respondents, to assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding a particular invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:

Communications between a potential vendor, service provider, Respondent, offeror, lobbyist or consultant and any member of Region 10 ESC's Board of Directors;

Communications between any director and any member of a selection or evaluation committee; and

Communications between any director and administrator or employee.

The communications prohibition shall not apply to the following:

1. Communications with Region 10 ESC's purchasing agent specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 10 ESC, with Region 10 ESC's legal counsel; and
2. Presentations made to the Board of Directors during any duly noticed public meeting at which the solicitation is under consideration and the Vendor has been invited to present to the Board.

Nothing contained herein shall prohibit any person or entity from publicly addressing Region 10 ESC's Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP, or in connection with a presentation requested by Region 10 ESC's representatives. Communication with any employee of Equalis Group

VI. **Addenda:** if required, will be issued by Region 10 ESC to all those known to have received a complete set of Proposal documents. The vendor shall acknowledge on the Signature Form the number of addenda received.

## VII. Calendar of events (subject to change):

<b><u>Event</u></b>	<b><u>Date:</u></b>
Issue RFP	10/02/2020
Deadline for questions	10/22/2020
Issue Addendum/a (if required)	10/23/2020
Proposal Due Date	11/05/2020
Approval from Region 10 ESC	12/18/2020
Contract Effective Date	01/01/2021

## CONDITIONS OF SUBMITTING PROPOSALS

VIII. **Amendment of Proposal:** A proposal may be amended up to the time of opening by amending the proposal submitted in the Bonfire procurement application.

**IX. Withdrawal of proposals:** Withdrawal of proposals prior to the opening date will be permitted. Withdrawal of proposal will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal. However, consideration may be given in cases where Respondent advises that it made a clerical error that is substantially lower than it intended. In such case, Respondent must provide written notice of their desire to withdraw, along with supporting documents, within three (3) business days of receiving the acceptance letter. Any contracts entered into prior to Region 10 ESC receiving notice must be honored.

No Respondent should assume that their withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.

**X. Clarifications:** Region 10 ESC may, by written request, ask a Respondent for additional information or clarification after review of the proposals received for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give Respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. Region 10 ESC will not assist Respondent in bringing its proposal up to the level of other proposals through discussions. Region 10 ESC will not indicate to Respondent a cost or price that it must meet to either obtain further consideration nor will it provide any information about other Respondents' proposals or prices.

**XI. Best and Final Offer:** Region 10 ESC, in its sole discretion, may request all Offerors in the competitive range to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior offer will be considered to be its Best and Final Offer.

**XII. Specifications:** When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Respondent must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, Region 10 ESC specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members.

References to manufacturer's specifications (Design Guides), when used by Region 10 ESC, are to be considered informative to give the Respondent information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 10 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Respondents should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.

**XIII. Quality of Materials or Services:** Respondent shall state the brand name and number of the materials being provided. If none is indicated, then it is understood that the Respondent is quoting on the exact brand name and number specified or mentioned in the solicitation.

However, unless specifically stated otherwise and in accordance with purchasing laws and regulations, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.

**XIV. Samples:** Upon request, samples shall be furnished to Region 10 ESC free of cost within seven (7) days after receiving notice of such request. By submitting the proposal Respondent certifies that all materials conform to

all applicable requirements of this solicitation and of those required by law. Submissions may be rejected for failing to submit samples as requested.

- XV. Deviations and Exceptions:** Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 10 ESC to award a manufacturer's complete line of products, when possible.
- XVI. Change Orders:** The awarded vendor shall follow the requirements of all specifications and drawings as closely as construction will permit. Should existing conditions or limitations require a major change or rearrangement, the change shall be allowed only upon issuance by Region 10 ESC of a written change order. Participating agency and awarded vendor shall establish a procedure for identifying and approving changes to the work. Procedures shall include provisions for field change orders. Change orders shall be properly documented in writing.
- XVII. Manufacturer's Representative:** Respondents submitting proposals as a manufacturer's representative shall be able to supplement offer with a letter from the manufacturer certifying that Respondent is an actual dealer for that manufacturer and that the Respondent is authorized to submit a proposal for that product, and which guarantees that if the Respondent should fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume the Respondent's obligations or arrange for fulfillment through another competent dealer to complete the balance of the project.
- XVIII. Formation of Contract:** A response to this solicitation is an offer to contract with Region 10 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is awarded by Region 10 ESC. A contract is formed when Region 10 ESC's board or designee signs the Vendor Contract Signature Form. The prospective vendor must submit a signed Vendor Signature Form with the response, thus eliminating the need for a formal signing process.
- XIX. Estimated Quantities:** Region 10 ESC anticipates that a substantial number of participating members will enter into contracts resulting from this solicitation; however, Region 10 ESC makes no guarantee or commitment of any kind concerning quantities or usage of contracts resulting from this solicitation. The total annual volume for this contract category is estimated to be over \$25 million annually by year three (3) of the contract. This information is provided solely as an aid to contract vendors in preparing proposals only, and performance will be determined by other factors such as awarded supplier's competitiveness, and overall performance and support of the contract. The successful Vendor(s) discount and pricing schedule shall apply regardless of the volume of business under the contract.
- XX. Multiple Awards:** Membership includes a large number of potential entities which may utilize this contract throughout the nation. In order to assure that any ensuing contract(s) will allow Region 10 ESC to fulfill current and future needs, Region 10 ESC reserves the right to award contract(s) to multiple vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with Region 10 ESC.
- XXI. Non-Exclusive:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience and benefit of participating members. Region 10 ESC and participating entities reserve the right to obtain like goods and services from other sources.

## **AWARD PROCESS**

- XXII. Award or rejection of proposals:** In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the most responsive and responsible Respondent(s) whose proposal(s) is/are determined to be the best value and most advantageous to participating agencies, price and other factors considered. Region 10 ESC reserves the right to use a "Market Basket Survey" method, based on randomly

selected criteria to determine the most responsible response. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document. Proposals that are materially non-responsive will be rejected and Region 10 ESC will provide notice of rejection to the Respondent.

**XXIII. Evaluation Process:** In evaluating the responses the following predetermined criteria is considered:

**Products/Pricing & Services Provided (40 Points)**

1. All products and services available
2. Pricing for all available products and services
3. Ability of Customers to verify that they received contract pricing
4. Payment methods for participating agencies utilizing respondents' services
5. Other factors relevant to this section as submitted by the Respondent

**Performance Capability (30 Points)**

1. Ability to provide products and services nationally
2. Capability to meet school bus and part requirements defined in the scope
3. History of meeting the products and services timelines
4. Ability to meet service needs of members
5. Customer service/problem resolution
6. Invoicing process
7. Contract implementation/Customer transition
8. Financial condition of vendor
9. Ordering process and payment platforms ease of use, availability, and capabilities
10. Instructional materials
11. Other factors relevant to this section as submitted by the Respondent

**Qualification and Experience (20 Points)**

1. Respondent reputation in the marketplace
2. Understanding and capability to meet state and local safety requirements
3. Reputation of products and services in the marketplace
4. Past relationship with Region 10 ESC and/or Region 10 ESC members
5. Experience and qualification of key employees
6. Location and number of sales persons who will work on this contract
7. Past experience working with the government sector
8. Exhibited understanding of cooperative purchasing
9. Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
10. Minimum of 3 customer references relating to the products and services within this RFP
11. Certifications in the Industry
12. Company profile and capabilities
13. Other factors relevant to this section as submitted by the Respondent

**Value Add (10 Points)**

1. Marketing plan and capability
2. Sales force training
3. Other factors relevant to this section as submitted by the Respondent



XXIV. **Competitive Range:** It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range are unacceptable and do not receive further award consideration.

XXV. **Evaluation:** A committee will review and evaluate all responses and make a recommendation for award of contract(s). The recommendation for contract awards will be based on the predetermined criteria factors outlined in this solicitation, where each factor is assigned a point value based on its importance. Recommendation for award of a contract will be presented to the Region 10 ESC board of directors for final approval.

XXVI. **Past Performance:** A vendor's performance and actions under previously awarded contracts regarding a vendor's actions under previously awarded contracts to schools, local, state, or federal agencies are relevant in determining whether or not the vendor is likely to provide quality goods and services to our members; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Respondent's businesslike concern for the interests of the customer.

XXVII. **Taxes (State of AZ Respondents only):** All applicable taxes in the offer will be considered by the School District/public entity when determining the lowest proposal or evaluating proposals, except when a responsive Respondent which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Respondents in state and out of state, shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor.

#### **PROTEST OF NON-AWARD**

XXVIII. **Protest Procedure:** Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Time. No protest shall lie for a claim that the selected Vendor is not a responsible Respondent. Protests shall be filed with Ms. Sue Hayes at Region 10 ESC, 400 E Spring Valley Rd, Richardson, TX 75081. Protests shall follow Region 10 ESC complaint policy EF(LOCAL), a copy of which is available at <https://pol.tasb.org/Policy/Code/374?filter=EF>, and it must be on a form provided by Region 10 ESC, which will include the following:

1. Name, address and telephone number of protester
2. Original signature of protester or its representative
3. Identification of the solicitation by RFP number
4. Detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested
5. Any protest review and action shall be considered final with no further formalities being considered.

#### **NON-COLLUSION, EMPLOYMENT AND SERVICES**

XXIX. **By signing the Offer and Acceptance form or other official contract form, the Respondent certifies that:**

6. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and

7. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

#### **LIMITATION OF LIABILITY**

XXX. **Waiver:** BY SUBMITTING A PROPOSAL, OFFER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH EQUALIS GROUP AND REGION 10 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, OR AGENTS AND THE MEMBERS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.

XXXI. NEITHER REGION 10 ESC NOR EQUALIS GROUP SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY RESPONDENTS OR THE SELECTED VENDOR IN CONNECTION WITH RESPONDING TO THE RFP, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF A CONTRACT, OR ANY OTHER EXPENSES INCURRED BY A RESPONDENT. THE RESPONDENT OR SELECTED VENDOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 10 ESC OR EQUALIS GROUP.

## Appendix A: QUESTIONNAIRE

### COMPANY PROFILE

1. What is your company's official registered name?

Lion Buses Inc

2. What is your company's Dun & Bradstreet (D&B) number?

247376622

3. What is/are your corporate office location(s)?

921 Chemin de la Rivière du Nord, Saint-Jerôme, Québec, J7Y 5G2

4. Please provide a brief history of your company, including the year it was established.

Marc Bedard, Founder and CEO founded Lion in 2008 and Lion embodies his passion to revolutionize the heavy-duty vehicle industry via electrification. He has 20+ years in various senior executive positions, including as a Partner at PWC. Lion is best described as a manufacturer, but we are also a dealer and service provider. As an all-electric OEM, Lion has chosen to sell direct where possible and legally allowable. This decision comes from the fact that the dealership model is based on a fuel legacy business and does not meet the requirements and needs of the EV business. Tesla, for example, has decided to follow this model as well. The reason behind this is that traditional dealerships are not trained and do not have the required tools, parts, and staff to appropriately service electric heavy-duty vehicles. Operating an EV dealership requires specific training and skillsets that traditional dealerships don't typically have access to. We have demonstrated experience working in the United States, having been awarded other contracts in the Country. In the meantime, similar to what we have done in other states, we can build relationships with local dealers that are knowledgeable, held to a very high standard of customer service, and that are able to service the all-electric buses. Lion follows a defined and organized procedure to maximize sales, reduce downtime for customers, and meet local laws.

### EXECUTIVE SUMMARY

The Lion Electric Co. (Lion) is the leading purpose-built, zero-emission school bus manufacturer. Our technology is proven, with over 400 electric school buses on the road throughout North America, able to travel up to 155 miles (250 km) on a single charge and satisfying the majority of school bus route ranges.

### THE LEADER IN THE BATTERY ELECTRIC ARENA WITH THE MOST EXPERIENCE IN THE MARKET

Because our vehicles are deployed throughout the continent, we're one of the only school bus manufacturers that can confidently say that we haven't experienced battery failure in any extreme climate conditions: frigid or hot. Our team specializes in zero-emission school bus applications and is one of the few manufacturers in North America to dedicate its production to zero-emission, fully integrated vehicles only. Our electric buses are celebrated, and Lion's accomplishments are quantifiable as one of the few OEMs with electric buses on the road today.

Lion developed its all-electric buses based on direct end-user feedback, including optimization of visibility and unparalleled tight turning radius, thus ensuring rapid adoption from drivers. Our technology has been tested and proven in real-life settings; we have gathered battery data from all our deployed vehicles and developed an expertise with battery electric vehicles that cannot be equaled. Additionally, Lion is one of only a few OEMs that does not offer a “retrofit” solution on a diesel bus. Our school buses are purpose-built to be electric.

Lion vehicle components require very little maintenance, thus reducing costs, as there are no fluids and fewer moving parts on our vehicles than on internal combustion vehicles. Our vehicles also have regenerative braking that reduces the number of times the brakes need to be replaced, which further reduces the total cost of ownership and also extends the vehicle range. We represent the best return on investment for Sourcewell members. You can find out more about how our technology reduces overall costs in the RETURN ON INVESTMENT pamphlet of our RFP response.

In addition to operational and economic benefits, our zero-emission buses eliminate criteria pollutant and greenhouse gas emissions in North American communities, and create a safer, cleaner, and healthier environment for children and the drivers who operate the buses every day. Further, Lion continues to influence policies on electrification and fight against transportation technologies that cause criteria pollutant and greenhouse gas emissions. Benefits for the end users have always been at the forefront of our manufacturing policies, but when it comes to ensuring children’s health, Lion has decided to take the lead regarding educating legislators, associations, school districts and operators along with the public and all transportation professionals. Here are a few examples of Lion’s leadership in the school bus industry:

Lion joined discussions with Sierra Club (a national and grassroots non-profit organization committed to protecting the environment) to find ways to best leverage electric vehicles; throughout legislators’ proposed decrees and agendas, their plans for the reduction of pollutant gas emissions in their communities and the funding opportunities.

To raise awareness for the endurance of the electric vehicle, Lion’s fully electric school bus is the first of its kind to compete in RODEO and almost won. It was a great example of Lion electric school buses power and agility.

Lion partnered with Mothers Out Front Association by organizing joint webinars and educating operators about the benefits in replacing pollutant diesel buses with electric school buses in their respective school districts.

To drive the need for legislature and funding for children’s health and community health while reducing substantial gas emissions on their routes, Lion presented their school bus equipment to the California Energy Commission and won 5 out of the 6 categories of the proposed request for proposal for Bulk Purchase. This award could lead to hundreds of additional Lion electric school buses on the road in the very near future, with already more than 15 of the awarded buses on the road today.

Due to Lion’s constant leadership on issues involving gas emission reduction and electrification of children’s transportation, CTE has even featured key members of the Lion team in an article regarding women in electrification space.

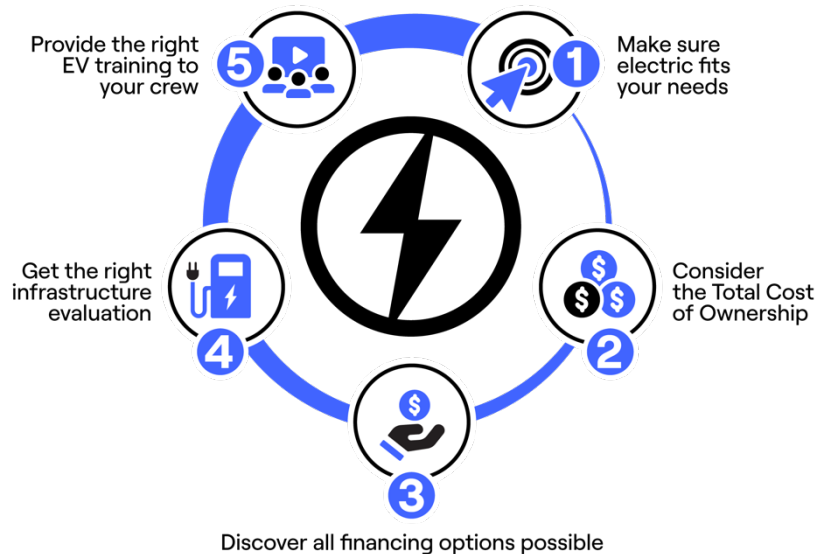
Lion is extremely well-positioned today to significantly grow its market share in the US in the short- and long-term.

Lion also has the fastest delivery timeline in the industry. Over the past decade, we have built a team that specializes in zero-emission bus deployments and has unparalleled skills and knowledge in the all-electric school bus industry. This team is poised to work with Sourcewell members to deploy zero-emission buses across North America. Each team

member has relevant experience in school bus electrification and brings extensive knowledge in their respective field of expertise.

Electrifying bus fleets is a critical part of reducing our carbon footprint. By purchasing Lion buses, Sourcewell members will accelerate the development of this technology, successfully contribute to safeguarding the environment for future generations, and improve air quality for the children in their communities by integrating Lion's all-electric buses into their everyday routes.

## 5 steps to electrify your fleet.



In summary:

- Global Leader in Deploying Electric Vehicles // Lion has already deployed electric school buses with more than 6 million miles of service and recorded data. We are in a unique position to have operating data and a history of advancing our technology towards a zero-emission future. Lion is the most experienced in this field, from infrastructure support, to service, to on-time delivery.
- Lion is a Vehicle-to-Grid (V2G) Solution Provider, Today // Lion is the only manufacturer to offer a V2G solution that has been put forward and tested for continuous improvement.
- Born to be Electric // Our buses are not retrofitted diesel vehicles. They are born to be electric.
- 2,500 Vehicle-Per-Year Manufacturing Capacity // As interest and demand has increased for our vehicles, we have scaled our manufacturing capacity over the last three years to respond to this demand in a timely manner. Our facilities do not need to be re-tooled or re-configured to accommodate the production of our electric vehicles.
- Committed 2021 Deliveries // Lion has the fastest delivery timeline of zero-emission school buses in the industry.

5. Who is your competition in the marketplace?

Lion is dedicated to only purpose building all-electric vehicles, and not retrofitting diesel vehicles. As such, although there are other all-electric manufacturers, they cannot really be considered our competition. For example: they have yet to deliver a bus, or do not perform in cold climates, or are not yet V2G capable, or require building garages (thus incurring additional costs) in order for their buses to charge outside in cold climate. Some of these few comparisons are the outperformance that distinguish Lion as either capable of or has not having a need for like our established ability to perform in all weather.

6. What are your overall annual sales for last three (3) years?

As a privately held company, Lion would prefer to keep its customer revenues, operating revenues, and assets private. Lion's largest shareholder is Power Corporation, a diversified international management and holding company with a market capitalization in excess of \$20 billion. Additionally, Lion has access to sufficient liquidity from existing credit lines in place to support its operations and its growth plans. Lion would be happy to share additional information about our financial wherewithal upon request, as necessary.

7. What are your overall public sector sales, excluding Federal Government, for last three (3) years?

Our existing customer base includes public school districts, state contracts, and private fleets. Lion strives to expand on that existing client base and continues to innovate with new products. Because EV is a relatively new industry, Lion has a fraction of the overall potential school bus market share in the US, with expected significant growth in the next few months/years. Lion currently has 0.01% of the overall school bus market share. Lion thus has an enormous potential to grow its market share in the US, just as the electric school bus market share has massive potential to increase relative to the overall school bus market share.

\*Source: School Bus Fleet – 2019

8. What differentiates your company from competitors in the public sector?

We believe that our ability to innovate is what differentiates us in the public sector. Lion school buses have unique features that are specifically adapted to its users and their everyday needs. We believe that transitioning to all-electric vehicles will lead to major improvements in our society, environment, and overall quality of life. This enables Lion to continuously improve its components and build its battery packs to maximize range, efficiency, and to adapt to routes. Lion uses the Dana Incorporated / TM4 electric powertrain and motor.

- Unique or advanced features of the all-electric school bus technology// As a manufacturer solely focused on designing and manufacturing purpose-built zero-emission vehicles, Lion's mission is to provide the most advanced and safest zero-emission school buses. The entire Lion team strives to serve children and their school districts in North America and beyond by helping reduce harmful gas emissions that they are exposed to daily. Lion's components go through due diligence in which Lion considers their impact on range and how to best preserve and increase that range. This is how Lion identified that when a hydraulic or air braking system and electric motor regen are combined, they provide proven safety without compromising range.
- State of Charge// Lion has added state of charge indicators to facilitate charging and quickly determine whether a bus is charging, and its optimal level is reached. Furthermore, the marker lights serve as indicators. For example, if the first light stays solid and the second is blinking, this means that the state of charge is between 33% and 66%. Once all lights remain solid, the school bus is at 100%. Lion's port can

accept both Level 2 (J1772) and Level 3 (SAE-Combo, CCS) connectors. Also, we have innovated the charge port indicators to ensure drivers will refrain from leaving their bus if it is not properly connecting. Thus, Lion decided to add a 3-mode light by the charging port; off, lit (ON), and flashing. When the light turns off, this means that the school bus is not charging. When the charge port light remains solid, this means that the vehicle is powered, and the charge is now activated. When the light is flashing, it means that the vehicle is powered on, but the charge is not activated. The driver should not leave until the light becomes solid.

- Sound Generator// Lion has added a sound generator outside the electric school bus to ensure that technicians, operators, and drivers hear the school bus when it is driving. The bus is so quiet that it might be ON without anyone knowing, which would be dangerous in operator yards. The sound generator prevents accidents from happening.
- User interface // Lion has the leading user interface in the school bus industry that enables operators to monitor and track driver's energy consumption and efficiency, as well as perform 90% of all troubleshooting work. The driver has a page where they can see the state of charge, speed, time, heater temperature, live energy consumption, average consumption, regen state, gears, outside temperature, 12-volt meter, and actual range (as well as optimal vs worse range based on driving abilities). A technician can then unlock the screen with a password to have access to multiple other pages. For example, the charging page includes the state of charge, actual mileage left with current state of charge, time remaining to a complete charge, charging speed, DC current, charging amps, and charging station amps. There is a complete page dedicated to pre-heating and cooling the bus with a 7-day schedule with 4 different daily periods that can be updated for efficient pre-heat and pre-cool settings. Maintenance and diagnosis pages include information on all electrical components, required updates, preventive maintenance, battery details, charger details, and powertrain details. The system can be adjusted on an ongoing basis based on various preferences and technicians and operators do not need additional software or specific computers to have access to the screen, they can perform their diagnostics directly on the screen without outside assistance. Many manufacturers charge districts upwards of \$10,000 for software upgrades and additional licenses and can require formal classroom / hands-on training, incurring additional costs to the district. Lion's process is easy and cost effective; we can even remotely access the screen through Wi-Fi to perform any additional diagnoses or required updates.
- Convenient Thought about Power Electronics Position// Lion has positioned major power electronics easily accessible for technicians while being water- and dust-free to improve the longevity of the components.
- Safety// The Lion team design and built school buses that are reliable, durable, and tested for all safety purposes. All Lion's products comply and exceed all Federal Motor Vehicle Safety Standards (FMVSS). Lion includes two safety switches on each bus (one on the outside and one by the driver's foot) that instantly cuts off the high-voltage power. These switches can be used in case of an emergency or when performing maintenance on the high-voltage components of the vehicle. Furthermore, Lion provides training to first responders to educate them on electric vehicles and how to react in case of an emergency. First responders have found our vehicles safer to operate and respond in a potential emergency due to their fewer components and lack of flammable fuel.
- Vehicle-to-grid// Lion's school buses are vehicle-to-grid ready and Lion will continue to



develop this technology as additional information is made available on the market. Lion is working on developing a turnkey solution by working with a bi-directional EVSE charger.

- Efficiencies in Supply Chain Management// Lion uses efficient manufacturing processes by leveraging several pre-assembled components and opted for a just-in-time factory. Lion has partnered with over 400 suppliers in the United States and Canada and stands capable of building over 1,000 all-electric school buses per year with its current manufacturing facility. Lion can achieve this by eliminating high inventory levels and by building customized orders to accelerate deliveries while meeting client requirements. Our production lines are dedicated to electric and our internal workforce specializes in EV assembly. Lion has over 200 employees that are responsible for the complete design and assembly process along with managing the distribution model, pre-delivery inspections, and quality review. Lion subcontracts manufacturing expertise for certain materials and has created over 1000 indirect jobs in North America as part of this process.
- Ability to provide temporary charging to customers//Lion can help provide temporary charging infrastructure to customers and has done so in the past. This way, future customers can test a school bus on their routes before purchasing it. The customer will need an inlet NEMA 6-50 and can plug in a 30-amp charger. This represents a temporary charging solution, as the recommended amperage is higher for a permanent solution needed to charge the school bus faster. Continuously seeking new technologies, Lion vehicles have unique features that are specifically adapted to its users and their everyday needs. We believe transitioning to all-electric vehicles will lead to major improvements in our society, environment, and quality of life for the children subject to diesel pollutants and the operators.
- Extended High Voltage Battery Warranty // Lion is the only OEM to offer 12 years extended warranty as an option to its customers.

9. Please provide your company's environmental policy and/or sustainability initiative.

Sustainability is our priority. Lion is committed to providing sustainable products and adhering to sustainable practices. Our school buses are emission-free and represent a great asset to meet climate change goals in the next few years. Lion has outlined a few of the steps it is currently taking to help meet climate goals:

- Battery Repurposing and Recycling

Lion's plan for battery disposal and reuse has been underway for multiple years now. Assuming our vehicles' batteries will eventually need to be replaced, the batteries will have the ability to provide energy for various second-life applications. Lion is currently working with utility providers and customers on possible secondary uses of batteries, such as solar power storage, emergency response energy storage, and backup generator storage for communications or school site operations during power outages. Additional applications are also being tested, such as using our vehicle's batteries to power cell phone towers, medical sites, and school sites. Lastly, once the battery cannot be used at all and its entire energy retention has been expended, the battery pack components can still be recycled. There are several mechanisms to effectively recycle the materials contained in our batteries. For example, the battery pack is made of steel that can be recycled. The copper wires and battery components (lithium, cobalt, magnesium, and nickel) are all materials that are recyclable and can be reused for multiple other purposes.



➤ Planting Trees

Other than providing zero-emission electric school buses and developing second-, third-, and fourth-life applications for our battery packs, Lion has also committed to planting 100 trees when delivering a vehicle in 2020 within the area where the school bus was delivered. Lion vehicles contribute to reaching carbon neutrality in multiple markets and represent the key to fleets and customers to reduce their greenhouse gas emissions to meet their state's climate goals.

➤ Our Commitment

Our commitment is to neutralize any remaining emissions with additional, quantifiable, real, permanent, and socially beneficial offsets to achieve net zero annual carbon emissions by 2040.

Our actions to reduce our carbon footprint

- ✓ Solely committed to manufacturing zero-emission vehicles
- ✓ Not manufacturing fossil fuel vehicles
- ✓ Using 100% hydroelectricity to build and power our vehicles
- ✓ Favor local suppliers that are committed to our mission to go carbon neutral

10. Diversity program - Do you currently have a diversity program or any diversity partners that you do business with?

- ☐ Yes  
☒ No

We do not track that information but Lion has a clear nondiscriminatory hiring policy thoroughly implemented within our company, clearly stated and shared in our employee packages. Lion believes in hiring the best person for the job, regardless of ethnic background, gender, disability, or other characteristics.

a. If the answer is yes, do you plan to offer your program or partnership through Equalis Group?

- ☐ Yes  
☐ No

*(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)*

Not applicable

b. Will the products accessible through your diversity program or partnership be offered to Equalis Group members at the same pricing offered by your company?

*(If answer is no, attach a statement detailing how pricing for participants would be calculated.)*

Yes.

11. Diversity Vendor Certification Participation - It is the policy of some entities participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such

certification with their response.

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE

Yes ☐ No

List certifying agency: \_\_\_\_\_

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Respondent certifies that this firm is a SBE or DBE

Yes ☐ No

List certifying agency: \_\_\_\_\_

c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is an DVBE

Yes ☐ No

List certifying agency: \_\_\_\_\_

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is an HUB

Yes ☐ No

List certifying agency: \_\_\_\_\_

e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is an HUBZone

Yes ☐ No

List certifying agency: \_\_\_\_\_

f. Other

Respondent certifies that this firm is a recognized diversity certificate holder

Yes ☐ No

List certifying agency: \_\_\_\_\_

We do not presently track this information, but As Lion grows, we will start tracking that information internally.

## PRICING/PRODUCTS/SERVICES OFFERED:

12. Please outline your products and services being offered, including the features and benefits, and configuration options.

**PRICING:** Please refer to our options detailed in the Attachment B price list, for all the standard and additional options offered on our vehicles. Lion is open to offering volume and quantity discounts on a case-by-case basis. We have already tailored our prices for the Equalis response. We recommend contacting any member of our salesforce to discuss quantity and volume discounts.

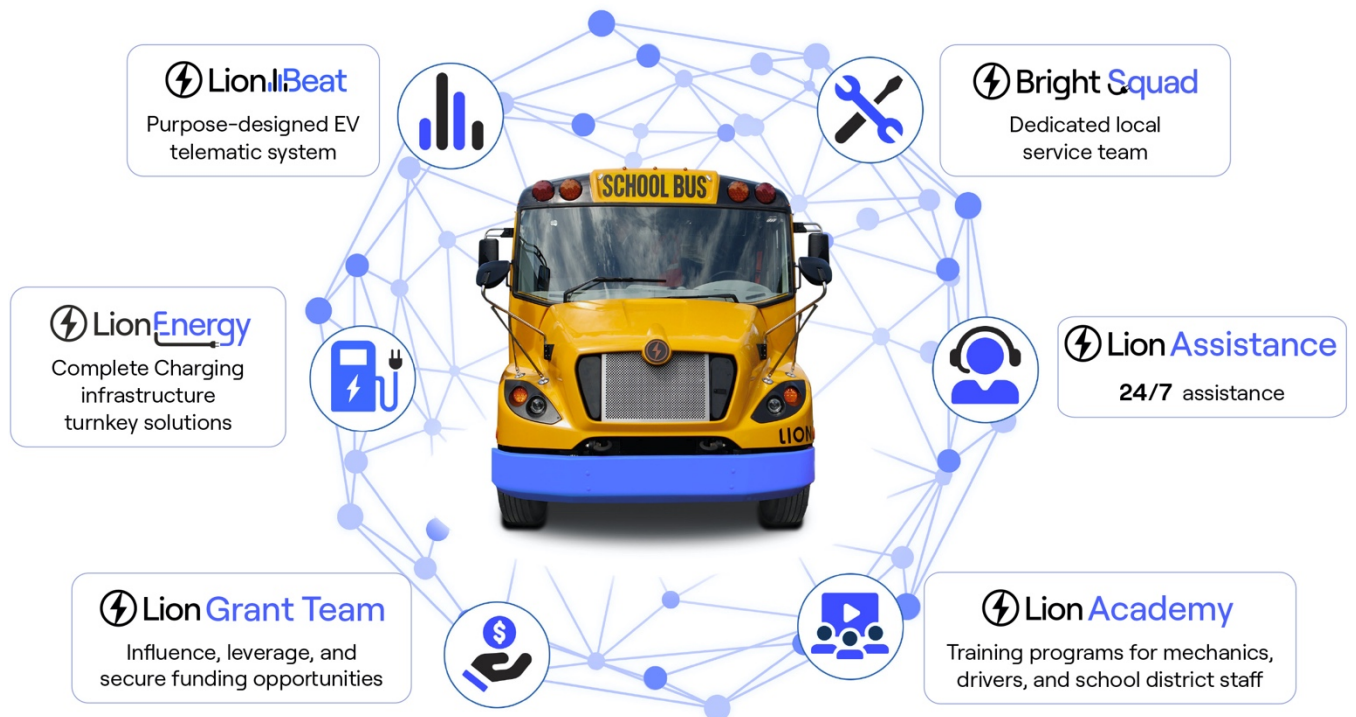
**PRODUCT:** Lion is proposing the following school buses for this solicitation:

1. Lion A all-electric Mini school bus
2. Lion C all-electric school bus
3. Lion D all-electric school bus
4. School activity bus (LionA, LionC, with a white finish)

All our vehicles can be delivered on time, anywhere in North America.

Please refer to each individual brochure uploaded as a supporting document. For easy reference, they will be named identically as the above list. Our salesforce and management teams remain available to answer any questions you may have about our product offering.

## SERVICES OFFERED:



## 1. Salesforce

Lion's salesforce is solely focused on selling all-electric buses. We have dedicated team members that are trained and specialized on Lion EV. Nate Baguio, Benoit Morin, Richard Lee, Dave Anderson, Malinda Sandhu, Kevin King and Peter Tuckerman just to name a few, all have over 15 years of experience and have worked in the school bus market for many years. They now specialize in EV sales/deployments and are supported by multiple Lion Teams that are currently deploying electric vehicles all over North America. We have over 100 engineers that have been working in the transportation market for decades and have joined Lion to create, manufacture, and deploy high quality, clean zero-emission buses. With close to 400 industry specialists, our experience cannot be matched.

## 2. Experience Centers

Lion currently owns and operates five Experience Centers across North America (Los Angeles, Sacramento, Albany NY, Seattle, and Quebec). Our Experience Centers serve as dedicated spaces to learn about electric buses and as EV training centers where individuals in the EV industry can gather for educational purposes. Parts and inventory are also held at our Experience Centers to rapidly cater to clients' needs. Lion will typically deploy an Experience Center where there is a significant volume (15+) of Lion vehicles to ensure a smooth transition to electric, provide ongoing training and support, and to be able to perform any service requests. We plan on opening five more Experience Centers in **2021** with a potential of fifteen within the next twelve months. As part of our Experience Centers, Lion has also created the Lion Academy. Lion may also leverage its Experience Centers to become its dealer in specific states. For example, Lion currently has a dealership license in California and Washington State.

Lion constantly works on expanding its Experience Centers, Dealerships, and/or third-party dealers (see below) to expand its market share across North America. Please also note that Lion can sell from a Lion Dealership everywhere in the United States and in Canada.

## 3. The Lion Academy



- Mobile Service / Tech / Maintenance teams.
- Remote maintenance through telematics.
- 24H parts centers and availabilities across North America.
- Dedicated service teams, including trainers and technicians.
- Leverage National and Regional Service Networks.

Based on its experience delivering and servicing electric buses, Lion has developed a training program, the Lion Academy, that provides a full schedule of free classes to customers. The classes are offered to wide ranges of industry stakeholders such as drivers, mechanics, technicians, air districts, business officials, and transportation professionals. Lion's customized trainings are built to

share different levels of electric vehicle knowledge based on different criteria. The Lion Academy's main goal is to provide an overview of how EVs work at different levels based on the person or group's knowledge. In most cases, electric buses represent novelties for customers and training becomes necessary to help bridge the knowledge gap from diesel to electric. We have found that when multiple people attend EV trainings, they find themselves more receptive to the new technology and eager to learn more about the possibility to operate, drive, and maintain these clean vehicles. The Lion Academy is not limited to our Experience Centers.

We also provide training at customer sites across North America to ensure that our knowledge and expertise is transferred to all interested stakeholders rapidly and efficiently. Our training curriculum stands extremely detailed. An in-depth training can last up to 6 hours to ensure that all parties are comfortable working on the electric bus once it is delivered. Lion provides easy access to electric components, charging station plug-ins, and specialized EV tools to facilitate the transition to electric vehicles and the comprehension of how the electric components work. Our interactive classes cover various topics, such as safety, troubleshooting, electric chargers, EV components, maintenance, repairs, warranty work, driver tips, accessories, etc.

#### 4. Presenting LionEnergy!



Solving the infrastructure problem. The

LionEnergy team will effectively oversee and implement the required infrastructure for the Project. LionEnergy has the relationship with local electric utilities, experience with infrastructure, and technical expertise to ensure a successful Project.

With more than 400 zero-emission vehicles on the road – many with dozens of electric heavy-duty vehicles at single sites, Lion understands the need for timely and tailored infrastructure to support all-electric vehicles at scale. LionEnergy is a division of The Lion Electric Co, dedicated to managing every aspect of infrastructure deployment, including identifying appropriate infrastructure, managing the installation with the local utility company, and providing recommendations for fleets' long-term electrification plans. To help ensure success, we will initiate the infrastructure discussion with the local utility company, electrician, manufacturer, and fleet early in the process to ensure success.

Lion will assist fleet partner(s) in this Project to: (1) identify a site that can support the school buses, (2) work with the local utility to perform any needed upgrades, (3) determine EVSE location, (4) identify the appropriate make/model and charging level of the EVSE, (5) create a demand management charging plan and (6) explore distributed energy resource (DER) options.

#### ADDITIONAL CHARGING INFRASTRUCTURE INFORMATION

LionEnergy does not manufacture electric chargers but has a team that determine the right charging station for your needs. LionEnergy will also support your operators with any task that they may have to perform on the charging station. Furthermore, our vehicles are equipped with an onboard smart charging option, not requiring the installation and purchase of a smart charger, which is more expensive. .

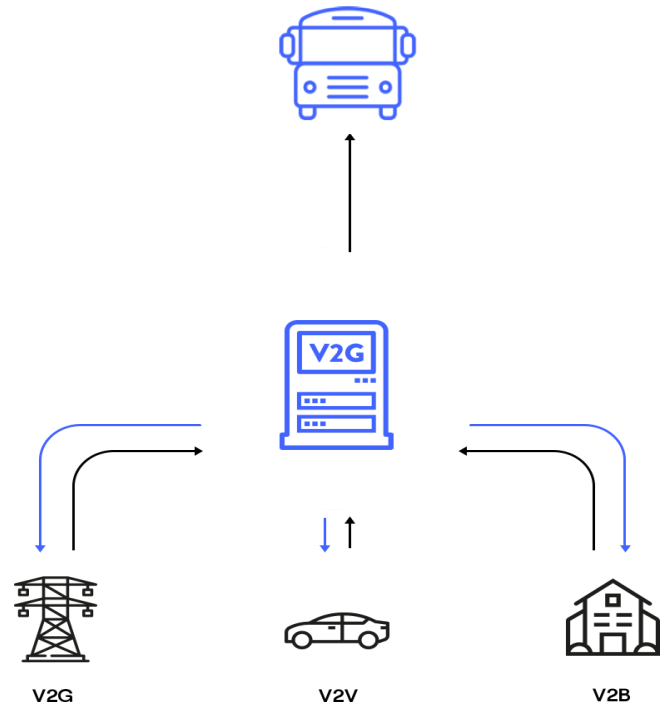
Additionally, Lion's battery packs are managed and protected, adjusting lower and higher energy demands of each module to provide maximum lifespan, minimal battery degradation, and longest range in the industry. The battery packs are climate-controlled to ensure that internal battery temperature always remains on average at 70F. This is the optimal temperature for the batteries, thus contributing to stable charging conditions during its lifespan. Charging time to 100% battery will vary between 5h to 16h, depending on the percentage that the battery is returned to the charging station and the charging infrastructure used Level 2 (J1772) and Level 3 (SAE-Combo, CCS Type 1)

connectors

We are partners in your electrification process. Starting with our Grant Team, that can assist in identifying the proper grants for you while assisting or actually submitting on your behalf and ending with our After Sales team that will provide the training and information needed, tailored to your team's existing knowledge.

Because our vehicles are equipped with smart charging, xxx could also decide not to purchase a smart charger because our vehicles are already smart regardless of the charging infrastructure installed. The Lion Electric Co. strongly recommends that our client's procurement department takes full advantage of our LionEnergy division that can assist with all your infrastructure needs.

**All Lion's products are V2G ready!**



## 5. Grant Assistance

As part of the Lion Academy, Lion also offers assistance with grant applications and project management to apply for subsidies. It comes as no surprise that electric vehicles are currently subsidized to cover the incremental cost of the electric bus. Although the total cost regarding ownership of a Lion bus is lower than an equivalent diesel bus, the upfront capital cost can represent a burden for some fleets. Lion has a Grant Team dedicated to assisting customers in identifying and applying to grant funding opportunities across the United State. Lion still holds the distinctions of being the first manufacturer to receive modern Type 1 zero emission battery electric vehicle funding in the nation. To help our customers deploy zero-emission vehicles, we identify, leverage, and secure funding opportunities. We feature the strongest ability to leverage funding and the most relevant battery electric experience in the industry. We have secured funding across North America, totaling over \$50 million in grant funds.

## 6. Presenting the BrightSquad – our service department!

Lion has a Mobile Technical Support Team that travels to customer sites to assist with service needs. The Mobile Teams situated at the various Lion Experience Centers are equipped to provide remote technical assistance to all customers, regardless of their location. Lion's electric buses are outfitted with remote access and on-board components that allow easily accessible troubleshooting alongside free software update capabilities. If Lion does not have an Experience Center nearby, Lion will work with local third-party service providers to reduce downtime. In fact, Lion works with local air conditioning repair shops or body shops when needed. The core Service Team members of Lion who will be involved in this contract have the technical expertise and experience to successfully service a

contract of this scale. The core service team consists of Lion's key staff who have been helping customers with service, repair, and warranty work for the past several years. They are experts in their field and are creating the future curriculum of electric vehicle maintenance and repairs every day. Each of our service technicians are carefully selected to ensure the highest customer service and for their unique skills, training, licenses, certifications, and abilities to work with heavy-duty electric vehicles. Our service coordinators help our service team members with the work they perform all across the US and Canada and are well-versed in all matters related to parts, warranty, and customer service.

To name a few:

### **Craig Wright**

Craig Wright is our Customer Experience Advisor and helps coordinate the service team with all aspects related to repairs, parts, warranty work, and customer service. Wright has been involved in a diverse array of School Transportation Industry positions throughout his 40 years of experience. He began his career as a mechanic assistant on the service side of the industry and has seen many changes with respect to school bus construction and the internal combustion engines that power those buses. He is now a proud supporter of fleets as they begin their transition to electric. Wright not only provides support to our service team and customers; he also helps with vehicle deliveries. He visits customers in person as he participates in the delivery process and makes sure to train each customer and their staff on how to maintain their electric vehicle. His is committed to great customer service throughout the lifetime of the vehicles that our customers own.

### **Kamal Singh**

Kamal Singh is one of our Service Technicians and has over 30 years of experience as a heavy-duty diesel mechanic. Singh began his career as a technician and mechanic for a variety of companies, gaining experience working on both vehicles and aircraft. He founded, owned, and operated his own company performing truck and trailer repairs and maintenance and also focused his skills on machine work, preventive inspections and diagnostics, engine and transmission work, and electrical and drivetrain skills training. His diverse skills translated easily to the electric heavy-duty vehicle world and now he works to help service, maintain, and repair Lion vehicles all across the state. Singh works with our other Service Technicians to help customers diagnose their vehicle issues both remotely and in person, help perform regular maintenance, assist with repairs both at customers' sites and at Lion Experience Centers and participates in final assembly activities as well.

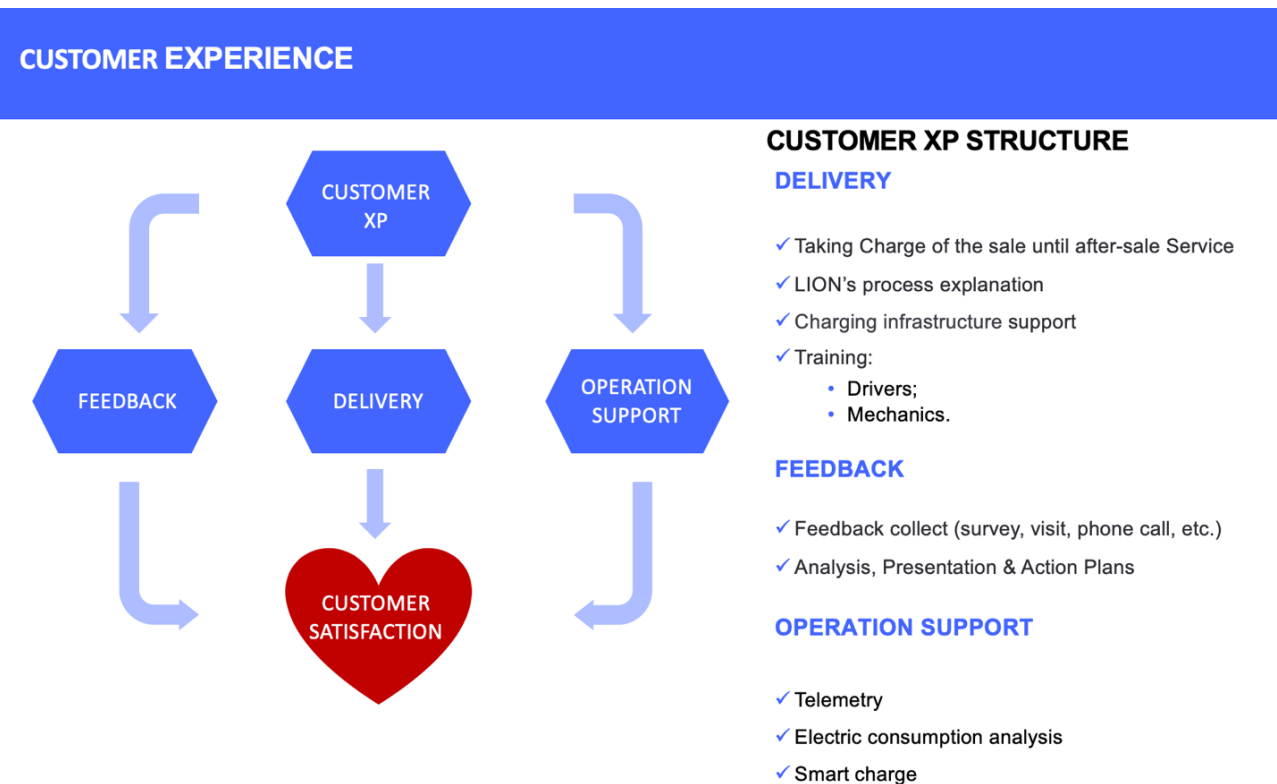
### **Tom Ide**

Tom Ide is also a Service Technician with Lion and is a heavy vehicle technician by trade. Ide began his career working on heavy equipment at his family-owned logging business. He attended the Arizona Automotive Institute studying Diesel Technology. After graduating in 1985 with a two-year degree and a 3.8 GPA, he moved back to northern California where he resumed working on trucks and heavy equipment. He obtained his Class A driver's license and became a truck driver for the next 10 years, starting his own trucking company and gaining valuable experience. Through the years, Ide has remained in the heavy equipment industry, and he has had technician positions such as shop lead technician, shift supervisor, and shop manager with heavy truck companies like Hendrickson Trucking, Williams Lumber, DHE Logistics, Western Truck Peterbilt, and NorCal Kenworth. Ide recently moved into the electric vehicle technology industry and now is a member of the Service Team at Lion. Ide works with the other Service Technicians on repairs, maintenance, warranty work, diagnostics, and final assembly. He is currently working to get his passenger endorsement.



## Davann Tim

Davann Tim is another Service Technician with Lion. Tim has worked in the commercial electric vehicle industry for 4 years. He received most of his experience through on-the-job training working with heavy-duty vehicles, both diesel and electric. He now specializes in service, maintenance, and repair for electric heavy-duty vehicles. Tim is an expert in thorough and accurate troubleshooting, diagnostics, and repair. He is skilled at both remote and on-site troubleshooting and diagnostic strategies and techniques. Tim's focus is to make sure that a customer's vehicle issues are resolved in a single remote or in-person visit. He is excellent at customer service and takes pride in helping customers have a great experience in their transition to electric. He works with the rest of the Service Team on warranty work, maintenance, repairs, and final assembly.



## 7. Parts

In addition to Lion's Experience, R&D, and Lion Certified Service Centers, we have also created Parts Distribution Centers to store parts that are proprietary to Lion. Lion has long-term relationships with critical electrical and non-electrical components suppliers and has been using industry-standard components to make maintenance easier for mechanics and technicians, as they are already familiar with these components. In order to support our clients, we make sure that the Lion factory, carries over 10 million parts in inventory specifically tailored to electric vehicles and can be easily sent to you to replace warranty covered parts, or parts necessary for repairs. To obtain warranty service for Lion electric vehicles, customers can call toll free 1-855-546-6706, Monday through Friday, 8:00 a.m. to 5:00 p.m. Eastern Time. Lion's headquarters can supply parts within 48 hours, otherwise local third-party suppliers will have most of the non-proprietary parts required. Most of Lion's parts are non-proprietary.

Throughout North America, Lion combines direct sales, service providers, and third-party dealers to create a robust, results-driven sales network. There are multiple states where Lion has opened Parts Distribution Centers and/or Experience Centers along with applying and receiving our Dealership



License.

Our Parts Distributions Centers and Experience Centers allow us to confidently say that our clients are always taken care of in a timely manner, especially since our technology allows us to perform a variety of maintenance and repair tasks remotely.

## 8. Third Party Dealers

As mentioned above, when selling direct and servicing directly is not available to Lion in particular areas, we have taken the approach to partner with local dealers to meet state laws. For example, Lion works with a local dealership in New Jersey and New York that represents Lion in the market and sell its vehicles. Lion can assure you that it will meet state requirements when deploying electric buses in multiple markets if awarded through this solicitation.

We are acutely aware of the varied certifications, specifications, compliances, and licenses required by different jurisdictions and school districts and take all actions necessary to satisfy them. Lion also has a legal team evaluating each market to ensure that we conform with state laws and requirements. In fact, Lion engages in a thorough legal review of all states where we have deployed or plan on deploying our products. We have listed below the various licenses we currently hold in different states:

### USA

- California: Lion Dealer License, manufacturer License, Seller's permit
- Washington: Lion Dealer License, manufacturer License
- New Jersey: Third-party Dealer
- New York: Third-Party Dealer Canada
- Manufacturer License

All other states either accept direct sales from Lion (Massachusetts and Minnesota for example), are under review for next steps, or sales can be processed by a Lion Dealer in those other states.

13. Include how you address the specifications and safety standards defined in the Texas Department of Public Safety; 2018 School Bus Specifications as defined in the scope.

Lion has the same streamlined approach for all state specifications : Review of the existing specifications, implements specific requirements in our production line process for that market to ensure that our deliveries comply with all regulations. There are of course internal reviews, engineering reviews, as well as administrative reviews of our documentation for that state. This is of course integrated in our quality control process at the assembly lines.

Since its inception, Lion has strived to have a Quality Assurance system in place. We're an innovative company that aims to achieve the highest quality protocols. As such, we have continually improved and expanded our QA internal organization, by starting to implement the ISO 9001 standard. It's the core of everything we do. The team produces monthly reports to upper management, detailing projects, tests accomplished, non-conformities and their resolutions, as well as trimestral reports to be included in the board presentation by upper management. As such, corrective measures, and quality control continues to be a dynamic process at Lion.

Lion does not delete files. Furthermore, out of our desire to have a complete history of all performed tests, we have implemented in the last six months an app-based tracking system that stores all the tests done for each vehicle: iAuditor.

Additionally, the team charged with quality assurance and control of our equipment does so throughout our production line. The team is composed of highly qualified and experienced professionals, constantly growing to support the rapid expansion of the Company and to maintain our norms and

surpass them.

Rigorous inspections and audits systems supported by documented standards are already in place and have cemented that our vehicles meet and exceed our client's expectations. The traceability of our vehicles is monitored as well as the opportunities for improvement when a fault is detected. The internal methodology for the QA department has created a document (Quality Alert) that can be filled either as an internal or customer detected non-conformity. The non-conformity is described, followed by an internal review determining what might have caused it and the corrective action is clearly indicated and then implemented. In the end, a Quality Control director has to sign it, signaling the issue as resolved. This is also kept in the customer file, electronically. Our dedicated team doesn't only oversee our production line: they determine the corrective measures to be implemented before xxx assume possession of their vehicle and make sure that our suppliers follow our highest of standards. Lion established a Production Part Approval Process (PPAP) for them and our employees inspect all parts manufactured elsewhere. We have provided them with molds and measurements and we also perform verifications on the design plans as well as visual inspection upon reception of the merchandise. Likewise, our suppliers are selected based on their ability to comply to our standards.

To best support our ongoing innovation, Quality Assurance and Control becomes a key component of our prototype and platform development to ensure its highest level possible.

Lion keeps detailed records of our designs for each component. As we produce our vehicles, each one that leaves our manufacturing line is guaranteeing to meet all the options and special requirement detailed in the procurement. In our iAuditor app, we have uploaded State based specifications checklists based on all the norms required by law in each particular state. Extensive questionnaires have been created, to ensure the conformity of the element inspected to the quality standard for the state. We also customize our questionnaires by adding the customer additional requirements to our audits. Dedicated production lines are being closely monitored and complete transfer of information, assembly procedures, diagrams of components and all the steps for final tests are sent to the commercial production. Our engineers provide detailed plans and measurements. On our assembly lines, our employees verify the calibration of all their work tools at the beginning of their workday.

Having dedicated assembly lines also allows our QA team to ensure that the processing and manufacturing of the school buses are being done in controlled environments yielding excellent results that are based on systematic work instructions, tools and controlled environments when needed. In order to ensure the highest of quality in our vehicles, on the assembly lines, Lion employees use state of the art manufacturing tools, and they make sure that they are calibrated each work quart. For example, our batteries are customized in a secure and closed off section to ensure the safety of the employees and the highest industry standards.

As mentioned above, we have already implemented test and audits along the manufacturing steps, at dedicated inspections stations, or at crucial manufacturing steps, from the purchasing of parts until the end product. All our inspections are done in real time to ensure adaptability and corrective measures as the equipment is being produced and assembled. As mentioned, we have dedicated production lines for all components: chassis, cab, battery etc. With industry vetted methods, we have dedicated inspectors in charge of one production line at the time. Once a component has been manufactured, inspected and then audited, it can continue on to the next steps of assembly.

For example, on the chassis production line, an inspector will constantly verify employees' work on their assigned line. An auditor will then verify if the inspector has overseen all the steps of the assembly. At Lion, we believe that the 3 levels of verifications guarantee the quality standard of our product: professional and well-trained employee, inspector and auditor. It's important to note that a final audit is concluded once the vehicle leaves the assembly line, finalized by the 500 km road test.

The quantity of Lion vehicles already on the market in different states shows our ability to produce,

evaluate, correct and maintain the highest quality levels in all our vehicles, while adapting to all the different state specifications and requirements.

Meanwhile, the records from our Quality Assurance team can be reviewed. Tests results performed by Lion can be shared as required at the pre-delivery inspections. Our delivery team has the qualification to present all the features, certificates, corroborative documents and tests that were performed during the quality control steps throughout the manufacturing process, all included in the Delivery Package.

At Lion, we take pride in our adaptability capacities. That is why we have also opened experience centers where road tests can be concluded, as mentioned. We want our customers to know that our vehicles are not only purpose-built to be electric; they're also purpose-built with Quality materials, processes, specifications, Quality Assurance audits and controls, all rooted in our desire to exceed expectations when delivering our equipment.

Monitoring the satisfaction of our customers after the delivery of the vehicles allows us to stay connected with them and to determine the improvement opportunities: to our vehicles and to the relationship we have with them.

14. Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?

Yes

15. Does the respondent agree to offer all future product introductions at prices that are proportionate to contract pricing offered herein?

☒ Yes

☐ No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

It is important to know, that price changes may be subject to changes, either as the technology evolves or as inflation drives the market for some components.

16. Does pricing submitted include the required administrative fee?

☒ Yes

☐ No

Lion has already included the following administrative fee detailed below, but we would like to point out as per your Attachment A instructions, that if a higher administrative fee than the one proposed is required, we will need to amend our price list to reflect that adjustment:

"Supplier shall pay Equalis Group an administrative fee in an amount and structure to be negotiated upon recommendation of award. Supplier shall provide Equalis Group with an electronic accounting report, in Microsoft Excel, in the format prescribed by Equalis Group, on a monthly basis summarizing all Contract Sales for the applicable month. A sample of the Contract Sales reporting format is provided as Exhibit D, attached hereto and incorporated herein by reference."

Lion is aware that polluting vehicles contributing to the overall greenhouse gas emissions throughout North America may contribute larger percentages as administrative fees. However, there is an incidence on the price of new and innovative technologies like ours. The capital cost of our school buses that systematically reduce greenhouse gases is higher; therefore, we propose to extend a 1% administrative fee to Equalis. Here are a few reasons why we believe a 1% administrative fee is fair and well-priced:

- ✓ A typical diesel or gasoline bus will have a capital upfront cost of about one third of its Lion

electric equivalent. Thus, if a diesel bus OEM offers 3% to Equalis and its base price is \$100,000, the total amount to Equalis would be less than Lion offering 1% of its bus that costs, on average, \$350,000 for a total of \$3,500 to Equalis in administrative fees.

- ✓ Lion continues to innovate with new product offerings, equipment integration, and technology advancements. We currently have over 100 engineers that work relentlessly on constantly ameliorating the electric buses we have developed. Being a fairly new company (12 years in EV is considered a mature company, but compared to industry standards, it is still in its early stage), Lion invests significantly in deployments, education, training, new technology, and innovations. A traditional OEM will not have to incur the same expenses for methods and products it has been producing for decades.

We hope that this proposed administrative fee meets and exceeds your requirements and expectations. We remain at your disposal to discuss any potential adjustments you wish to discuss for this proposed pricing structure.

**17. Define your standard terms of payment**

Payment upon delivery, net 10 or net 30 days (will vary based on customer's needs).

Lion does not offer leasing or financing options today. However, we are in the process of developing those options and will update Equalis once this is available to customers. Lion accepts payments in the form of checks, direct deposits, and credit card payments when required.

## PERFORMANCE CAPABILITIES:

18. States Covered - Respondent must indicate any and all states where products and services are being offered.

Lion can deliver in all the options proposed below, and our deployment strategy is detailed at point 13 above.

☒ 50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Alabama              | <input type="checkbox"/> Kentucky       | <input type="checkbox"/> North Dakota   |
| <input type="checkbox"/> Alaska               | <input type="checkbox"/> Louisiana      | <input type="checkbox"/> Ohio           |
| <input type="checkbox"/> Arizona              | <input type="checkbox"/> Maine          | <input type="checkbox"/> Oklahoma       |
| <input type="checkbox"/> Arkansas             | <input type="checkbox"/> Maryland       | <input type="checkbox"/> Oregon         |
| <input type="checkbox"/> California           | <input type="checkbox"/> Massachusetts  | <input type="checkbox"/> Pennsylvania   |
| <input type="checkbox"/> Colorado             | <input type="checkbox"/> Michigan       | <input type="checkbox"/> Rhode Island   |
| <input type="checkbox"/> Connecticut          | <input type="checkbox"/> Minnesota      | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Delaware             | <input type="checkbox"/> Mississippi    | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Missouri       | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Florida              | <input type="checkbox"/> Montana        | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> Georgia              | <input type="checkbox"/> Nebraska       | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Hawaii               | <input type="checkbox"/> Nevada         | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Idaho                | <input type="checkbox"/> New Hampshire  | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Illinois             | <input type="checkbox"/> New Jersey     | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> Indiana              | <input type="checkbox"/> New Mexico     | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Iowa                 | <input type="checkbox"/> New York       | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Kansas               | <input type="checkbox"/> North Carolina | <input type="checkbox"/> Wyoming        |

☒ All U.S. Territories & Outlying Areas (Selecting this box is equal to checking all boxes below)

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> American Samoa                    | <input type="checkbox"/> Midway Islands             | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Federated States of<br>Micronesia | <input type="checkbox"/> Northern Marina<br>Islands |  |
| <input type="checkbox"/> Guam                              | <input type="checkbox"/> Puerto Rico                |  |

Please note that shipping is not include in our price offerings, and will always be a separate line item in our quotes as it greatly varies depending on delivery location.

19. List the number and location of offices, or service centers for all states being proposed in solicitation.

Lion Electric – St-Jérôme - 921 Chemin de la Rivière-du-Nord, St-Jérôme, Québec, Canada J7Y 5G2  
Lion Electric – Sacramento Experience Center - 4522 Parker Ave Suite 350 McLellan Park, CA 95652  
Lion Electric – Los Angeles Experience Center - 905 Westminster Ave. Unit D, Alhambra CA 91803  
Lion Electric – Albany NY Experience Center - 60 Cohoes Avenue Green Island, NY 12183  
Lion Electric – Seattle Experience Center - 1620 Industry Dr. Southwest, Auburn, WA 98001-655  
Opening more Lion Facilities soon!

20. Distribution Channel: Which best describes your company's position in the distribution channel:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Manufacturer direct    | <input type="checkbox"/> Certified education/government reseller                  |
| <input checked="" type="checkbox"/> Authorized distributor | <input type="checkbox"/> Manufacturer marketing through reseller                  |
| <input type="checkbox"/> Value-added reseller              | <input checked="" type="checkbox"/> Other (its own dealer where states permit it) |

Lion is best described as a manufacturer but is additionally a dealer and service provider. As an all-electric OEM, Lion has chosen to sell direct where possible and legally allowable. This decision comes from the fact that the dealership model is based on a fuel legacy business and does not meet the requirements and needs of the EV business. Tesla, for example, has decided to follow this model as well. The reasoning is that traditional dealerships lack properly trained technicians, do not carry the required tools and parts to suitably service electric buses. Operating an EV dealership requires specific training and skillsets that traditional dealerships don't typically have access to. Lion follows a defined and organized procedure to maximize sales, reduce downtime for customers, and meet local laws:

21. Provide relevant information regarding your ordering process including the ability for purchasing group members to verify they are receiving contract pricing.

Because there are multiple vehicle options and multiple battery ranges, we have tailored quotes for each state, to ensure that requirements, specifications, and/or taxes are applied. Our sales force will then send back to members a quote with the same prices as the ones we have supplied in Attachment B. Because this is a public bid, we are comfortable with Attachment B being made available on the Equalis site, next to our company, in the event of an award. As for nonstandard options, customers should also contact one of our team members for pricing (either at cost or at cost plus a percentage, depending on the request). Customers that are tax exempt should mention it at the time Lion begins the quoting process.

22. Describe areas where downtime may occur with products and services provided, historical averages of that downtime, and how you resolve downtime issues when they do occur (For purposes of providing further clarity, examples of downtime might be a website platform that goes offline, installed equipment that requires service or other products and services that can fail or go offline)

The return on investment of a Lion electric school bus will always be better than that of a diesel vehicle. The energy cost savings are up to 60%-80% compared to a diesel bus, and significantly reducing downtime is key. This represents huge savings, as maintenance costs are reduced by up to 60% since there is no exhaust, no DPF, no transmission, no oil, and fewer motor parts on an electric vehicle than on a diesel vehicle. Lion school bus components require very little maintenance, thus reducing costs, as there are no fluids, fewer moving parts, and regenerative braking that reduces the amount of times the brakes need to be replaced. In addition to operation and economic benefits, our zero-emission all-electric vehicles eliminate criteria pollutant and greenhouse gas emissions in the communities, and create a safer, cleaner, and healthier environment for the children and the drivers who operate the vehicles.

**Where does the 60% cost reduction comes from?**

If energy cost reduction is largely attributed to the cost of fossil fuels versus electricity, Lion believes it is important to put to note that a considerable amount of savings, up to 60%, comes from the operational cost reduction. Throughout the lifespan of the school bus, this reduction is significant, and is easily demonstrated below. We have been able to accompany customers on their electrification journey and have developed tools to reduce maintenance and operation costs that no other OEM have been able to supply thus far. Maintenance costs may vary based on jurisdictions but will continue to improve throughout the lifetime of the vehicle.

## UP-TIME

Up-time is one of the most important factors that fleet operators consider when buying an all-electric school bus. The reason is that, on top of direct savings related to maintenance, more up-time means more time on the road compared to downtime in the garage. This may lead to buying fewer vehicles to accomplish the same amount of work. Generally speaking, our users experience 60% savings in maintenance compared to diesel fleets.

## LABOR

Technician shortage is a real issue in today's industry. It is expected that 75,000 additional technicians will be needed in the next 3 years to meet the demand of the industry. Most of the shortage is in the diesel technician category. Switching to electric vehicles will reduce the pressure on this demand. With 60% less maintenance to realize on a fleet, this can translate towards real cost reductions. Fleets that are switching to electric are encouraged to seriously consider those ramifications in their purchasing budgets. Lion strongly recommends that interested parties research the average hourly rate in their area in order to better calculate the operation costs reduction based on their needs during their transition to electric.

## PARTS

From an engineering perspective, the fewer components a piece of equipment is comprised of is directly related to the frequency of parts breaking or needing periodic replacement. On an all-electric school bus, there is no clutch, no turbo compressor, no fuel system, no filtering system, and no exhaust or antipollution system.

- i. No engine: Image result for engine parts

A typical diesel engine is made of over 2000 components that need appropriate lubrication to minimize wear and tear. Lubricants and filters need to be replaced on a regular basis leading to approximately half a day of downtime on average. Labor expenses to perform the task also need to be considered. Old lubricant needs to be properly disposed of, leading to additional expenses and environmental concerns. Diesel engines must be entirely rebuilt at least once in the engine's lifespan. This major rebuild will put the equipment out of service for at least one week on average. As an example, expenses to rebuild an engine are several thousands of dollars. In comparison, electric motors are sealed and require no maintenance. They have only 20 components that operate in a frictionless environment (magnetic field only) in conjunction with the two end bearings that are guaranteed for the motor's lifespan. No maintenance is required.

To compare, here is a Lion engine:



ii. No Transmission on an electric school bus:

Most of what was mentioned about diesel engines is applicable to the transmission. The transmission will need to be rebuilt, and oil changes, while less frequent, need to be performed regularly as well. For manual transmission vehicles, human error can lead to catastrophic failure on the transmission itself, the drive shaft, or the differentials. An electric school bus has no transmission where energy is transferred to the wheel – it is a fully controlled system, which reduces operational costs.

iii. No Clutch on an electric school bus:

Clutch is by definition a wear part that must be replaced on a regular basis. For diesel vehicles with manual transmissions, wear is often much higher and less predictable.

iv. No Turbo compressor on an electric school bus:

This component operates at very high temperatures and is subject to frequent failure.

v. No Fuel system on an electric school bus:

The fuel system is composed of pumps, filters, particulates, water filters, plumbing, and fuel tanks. Filters need to be changed on a regular basis. Fuel pumps can fail unpredictably, which may require towing the vehicle to a service center and can result in costly repairs and downtime.

vi. No Exhaust system on an electric refuse school bus:

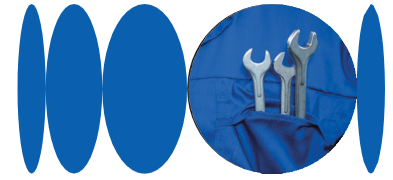
Because of more stringent legislation against harmful diesel emissions, exhaust systems have become extremely complex in the last decade. This complexity has led to a large reduction in reliability and has increased the frequency of costly maintenance events. Most fleet operators agree that today's biggest concern in fleet maintenance is the exhaust system, including the regular cleaning of the Diesel Particulate Filter (DPF). Along with the exhaust system is the Diesel Exhaust Fluid, which is another concern for fleet operators. Drivers need to ensure a constant supply of DEF. Lack of DEF will lead to engine problems, putting the school bus in "crawl mode." The vehicle will then need to be towed to the closest service center.

vii. Brakes

An electric school bus has implicit characteristics that lead to less maintenance too. The regenerative braking system, for instance, has been developed by Lion to recuperate energy while the vehicle is decelerating. This is also a great tool to minimize costly brake repairs. Drivers typically use the engine brake (known as Jacob Brake, as is it the most popular manufacturer/inventor of such equipment). Jacob brakes create resistance in the engine while slowing down the school bus so that heat and exhaust gases are pushed through the exhaust system, sending heat (energy) and emissions into the air. This is an extremely noisy system that is not adapted to urban or residential use. Multiple municipalities are currently legislating against Jacob brake usage to reduce noise level. Conversely, regenerative braking is silent, recuperates energy, and extends the brakes' lifespan. Brakes are a significant maintenance expense on diesel vehicles. This also implies a costly out-of-service period. Experienced electric school bus operators will report savings of 66% and associated reduced downtime when using electric vehicles in their fleets.

We would also like to include a snapshot of proposed scheduled maintenance and the time it takes. We believe this would further explain how Lion approaches downtime on our vehicles:





## Proposed Scheduled Maintenance

Based on approximately 35 000 km per year

Planned maintenance task description on Lion Equipment	Frequency	Parts	Labor
Verify integrity of cables - look for signs of wear and tear.	Once a year or during regular scheduled maintenance	HV cables	0.05 min
Validate that the cable glands are still sufficiently tightened	During regular scheduled maintenance or a minimally once a year	HV and phase cables glands	0.05 min
Open side panel and validate that the lug screws are still properly torqued.	Once every two years	HV cable connector	0.05 min
Verify integrity of cables - look for signs of wear and tear.	Once a year or during regular scheduled maintenance	Phase cables	0.05 min
Access phase lug screws and validate that they are still properly torqued.	Once every two years	Phase cable connector (Motor side)	0.05 min
Verify integrity of cables - look for signs of wear and tear. Verify that connectors are properly engaged.	Once a year or during regular scheduled maintenance	Encoder & thermal cable and connectors	0.05 min
Verify integrity of cables - look for signs of wear and tear. Verify that connectors are properly engaged.	Once a year or during regular scheduled maintenance	VMU interface connector	0.05 min
Verify tubes for coolant leaks at entry and exit points on the MCU	Once a year or during regular scheduled maintenance	Coolant in/out MCU	0.05 min
Verify tubes for coolant leaks at entry and exit points on the motor	Once a year or during regular scheduled maintenance	Coolant in/out Motor	0.05 min
Review section on grounding point in the MCU installation guide	Once a year or during regular scheduled maintenance	Ground location MCU	0.05 min
Review section on grounding point in the MCU installation	Once a year or during regular scheduled maintenance	Ground location Motor	0.05 min
Verify for overall component damage.	Once a year or during regular scheduled maintenance	Motor	0.05 min
Verify for overall component damage.	Once a year or during regular scheduled maintenance	MCU	0.05 min
Verify the level of dust accumulation and remove any obstruction.	Once a year or during regular scheduled maintenance	Vent	0.05 min
Validate the integrity of the rubber mounts and verify that all the bolts are properly tightened.	Once a year or during regular scheduled maintenance	Mounting point Motor	0.05 min
Validate the integrity of the rubber mounts and verify that all the bolts are properly tightened.	During regular scheduled maintenance or a minimally once a year	Mounting point MCU	0.05 min
Check coolant level (add more if required).	Every three months/every 2000 km or during regular scheduled maintenance	Coolant liquid	0.05 min
Change the system coolant (60% glycol and 40% distilled water)	Lifetime guarantee	Coolant liquid	N/A
Carefully clean the surface of the equipment using an air pressure gun.	Once a year or during regular scheduled maintenance	Cleaning	0.05 min

23. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).

An investment in Lion is not just an investment in your vehicle, it is an investment in the training of your staff and educating your fleet personnel to be able to service the transportation of the future. The Lion Academy mentioned above at point 12 is provided by highly technical knowledgeable professionals that are trained to answer all the user's questions.

Lion's BrightSquad has a Mobile Technical Support Team and end user's maintenance team that travels to customer sites to assist with service needs. The Mobile Team's headquarters, the Lion Experience Center, is equipped to provide remote technical assistance to all customers, regardless of their location. Lion's electric school buses are equipped with remote access and on-board components that allow easily accessible troubleshooting as well as free software update capabilities. If Lion does not have an Experience Center nearby, Lion will work with local third-party service providers to reduce downtime. In fact, Lion works with local air conditioning repair shops or body shops when needed. The technical support team is equipped to provide remote technical assistance to all customers, regardless of their location. Lion's electric vehicles are equipped with remote access and on-board components that allow easily accessible troubleshooting, as well as free software update capabilities. It is important to note that this technology not only allows us to troubleshoot but also to correct issues remotely, significantly reducing downtime for your fleet. Lion also trains users on maintenance procedures to follow. It is part of our philosophy to make sure that not only does the customer have superior equipment, but that the quality of our customer service is equally outstanding. If a technician is unsure, he/she can call our customer support line at the same number above and Lion's specialists will guide them through the required process to perform the maintenance item. Each service procedure is followed by a customer satisfaction survey that outlines the work of our technicians, our responsiveness, and the quality of our work. It is crucial for us to provide the best customer experience possible and to learn from our customers' experiences.

24. Provide your safety record, safety rating, EMR and worker's compensation rate where available

### **SAFETY IS OUR PRIORITY**

Safety is Lion's priority and is at the center of our day-to-day focus. We ensure that our manufacturing facilities, employees, products, and customers are always safe, and that strict procedures are followed to respect all processes that have been put in place to ensure safety. Furthermore, Lion offers multiple options to enhance the security of drivers. For example, we offer front collision mitigation, side object detection, lane departure warning, adaptive cruise control, and regenerative braking to enhance the driver's experience and safety. For our employees in the USA, we comply to state rules regarding worker's compensation rate, and ensure we are competitive for the market in order to attract the most qualified of team members. Please refer to the safety precaution snapshot below:

## MAINTENANCE PROCEDURE

### HIGH VOLTAGE CIRCUIT DEACTIVATION PROCEDURE



### SAFETY PRECAUTION

When working on the vehicle, make sure the ignition switch is at the OFF position, set the parking brake, and chock the tires. Before working under the vehicle, always place jack stands under the frame rails to ensure the vehicle cannot drop. Failure to follow these steps can cause serious injuries or even death.

Tool used when working near batteries or electrical connections must be insulated to prevent injuries from electric shock. Short circuits between components or wires must be avoided.

### MAINTENANCE INTERVAL

To be done before any maintenance work that require the high-voltage circuit deactivation.

### DURATION

The duration of the maintenance procedure is approximately 10 minutes

### TOOLS

- CAT III Voltmeter
- Protective glove 500 V (class 00)

### PROCEDURE



### WARNING



To avoid serious injuries, only qualified personnel trained in high-voltage maintenance may perform this procedure.

1. Make sure the vehicle is not recharging.
2. Make sure the ignition switch is in the **OFF** position and that you have the ignition key in your possession.
3. Turn the low voltage switch to **OFF** and lock the handle switch (**figure 1**).
4. Wait five minutes to allow the residual current to discharge.
5. Remove the high-voltage interlock loop on each battery (**figure 2**).
6. Locate the HVDU and remove its cover.
7. With the help of a CLASS III voltmeter set to the 1000Vdc scale, verify that the voltmeter reads 0Vdc between the HV+ and the HV- terminal (**figure 3**).

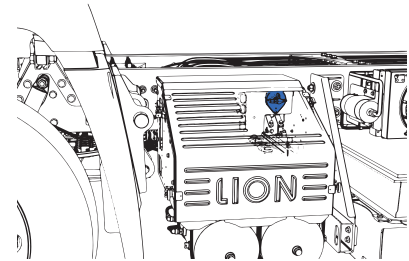


Figure 1 – Battery Low voltage Switch

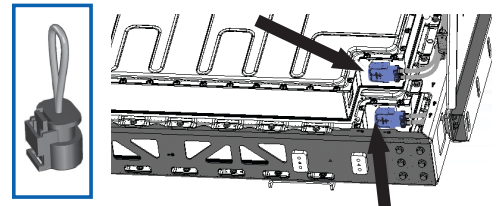


Figure 2 – Bridge for High Voltage Interlock Loop

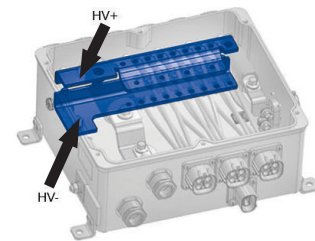


Figure 3 – HVDU



### WARNING



To avoid serious injuries, put on a pair of 500 V (class 00) glove before taking the reading.

**25.** Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.

Lion has already verified with the accounting department, and Lion's Chief Financial Officer has confirmed, that the below steps are already implemented and can be leveraged with Equalis clients specifically. Lion looks forward to closely and transparently collaborating with our dedicated contract administrator.

- Firstly, all clients selecting Lion as their provider will need to mention that they have made their choice via Equalis to benefit from the tailored price specific to this platform. Also, our salesforce will identify opportunities, build trust with prospective clients, and direct them when possible to the Equalis platform in order to save time and money by not going through a traditional RFP process. Lion strongly believes that cooperative contracts are the logical, most cost-effective next steps in the market right now.
- Secondly, from the moment a quote is issued, based on the client provided specifications, the Equalis contract ID will be indicated on the customer quote. Once the quote is accepted and a Purchase Order is issued with the help of our contract administrator, the Equalis contract ID will also be noted. At the time of the invoice creation, the Contract ID number will be automatically added to the invoice, in a dedicated field, allowing for easy trimestral reporting and administrative percentage calculation.
- Lion keeps the ownership of all the process and procedures, and Lion or Lion Dealerships will provide final invoices to customers. The Lion accounting department will then issue a check for the administrative fees incurred as part of the sale and send it to Sourcewell with all supportive documentation.

**26.** Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

We already have procedures in place to provide this level of reporting for other similar awards. It is a question of making sure that the agencies and the customers mention Equalis when reaching out to one of our sales representatives, or any other department at Lion. In an event of an award, multiple teams : sales, service, grants, accounting, etc. will be made aware and trained as per Equalis requirements. Also, existing processes can be amended or updated to accommodate any level of reporting required.

For example:

Quotes templates can be tailored for Equalis members, marketing material can be leveraged as incentives, and our different teams trained on procedures.

## QUALIFICATION AND EXPERIENCE:

27. Please provide contact information and resumes for the person(s) who will be responsible for the following areas.

### **Executive Contact**

Contact Person: Marc-André Page

Title: Vice President – Commercial Operations

Company: Lion Buses Inc

Address: 921 Chemin de la Riviere-du-Nord

City: Saint-Jerome State: Québec Zip: J7Y 5G2

Phone: 450.512.5065 Fax: 450.592.7566

Email: marcandre.page@thelionelectric.com

### **Account Manager / Sales Lead**

Contact Person: Nate Baguio

Title: Vice President Sales USA

Company: Lion Buses Inc

Address: 921 Chemin de la Riviere-du-Nord

City: Saint-Jerome State: Québec Zip: J7Y 5G2

Phone: 310.266.1972 Fax: 450.592.7566

Email: nate.baguio@thelionelectric.com

### **Contract Management (if different than the Sales Lead)**

Contact Person: Bianca Heroiu

Title: Grant Manager – Commercial Operations

Company: Lion Buses Inc

Address: 921 Chemin de la Riviere-du-Nord

City: Saint-Jerome State: Québec Zip: J7Y 5G2

Phone: 514.913.1033 Fax: 450.592.7566

Email: bianca.heroiu@thelionelectric.com

**Billing & Reporting/Accounts Payable**

Contact Person: Stephane Schmidt

Title: Chief of Finances

Company: Lion Buses Inc

Address: 921 Chemin de la Riviere-du-Nord

City: Saint-Jerome State: Québec Zip: J7Y 5G2

Phone: 514.714.0734 Fax: 450.592.7566

Email: stephane.schmidt@thelionelectric.com

**Marketing**

Contact Person: Thierry Gamelin

Title: Marketing Director

Company: Lion Buses Inc

Address: 921 Chemin de la Riviere-du-Nord

City: Saint-Jerome State: Québec Zip: J7Y 5G2

Phone: 450.432.5466 Fax: 450.592.7566

Email: Thierry.Gamelin@thelionelectric.com

28. Provide a minimum of three (3) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

Entity Name	Twin Rivers Unified School District
Contact Name and Title	Timothy Shannon, Director of Transportation
City and State	McClellan Park, CA
Phone Number	916-566-1600 ext. 37000
Years Served	2018-2020 (multiple deliveries; ongoing)
Description of Services	Type C electric school bus (LionC) 17 all-electric buses
Annual Volume	\$6,800,000 for the last 3 years

Entity Name	Washington Unified School District
Contact Name and Title	Nate Hill, Transportation Supervisor
City and State	West Sacramento, CA
Phone Number	916-375-7690
Years Served	2019
Description of Services	Type C electric school bus (LionC): 4 all-electric school buses
Annual Volume	\$1,741,409.76 in 2019 for the 4 buses

Entity Name	Cajon Valley Unified School District
Contact Name and Title	Scott Buxbaum, Assistant Superintendent of Business
City and State	El Cajon, CA
Phone Number	619-588-3061
Years Served	2019
Description of Services	Type C electric school bus (LionC): 5 all-electric school buses
Annual Volume	approximately \$2m

29. List all cooperative and/or government group purchasing organizations of which your company is currently a member below.

Lion is currently listed on the following state contracts:

- Lion has received multiple awards and has been awarded by school districts as part of specific piggyback bid. Further, Lion has been awarded by the Energy Commission as part of the Bulk Purchase electric school bus bid to deliver the bulk of the awarded electric school buses.
- Lion is listed on the following piggyback bids, specifically built for electric school buses:
  - a. Twin Rivers Unified School District
  - b. Zeeland Public Schools

Cooperative/GPOName	ContractNumber	Expiration Date
Sourcewell	063020-LON	08/15/2024

30. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

As a new awardee for the Sourcwell contract, we believe that we try to go above and beyond to ensure that all internal and external procedures meet Sourcwell requirements, administrative or other. We have built our relationship on transparency and our internal ability to adapt to all requirements.

We have followed training, both sales related and administrative related, we try to take advantage / leverage possible tools and partnerships put at our disposal, and we have already started quoting with Sourcwell tailored quotes, as well as reporting.

Mike Domin | Supplier Development Administrator  
Email: mike.domin@sourcwell-mn.gov  
Office: 218-895-4148 | Cell: 218-838-4545

31. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

Please see attached at the end of the response. We will work with Equalis to provide any other documentation that they may require.

32. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

Not applicable as we have not been involved in any mentioned above

33. Felony Conviction Notice – Please check applicable box:

☐ A publicly held corporation; therefore, this reporting requirement is not applicable

☒ Is not owned or operated by anyone who has been convicted of a felony.

☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.

\*If the 3<sup>rd</sup> box is checked a detailed explanation of the names and convictions must be attached.

#### VALUE ADD:

34. Detail how your organization plans to market this contract within the first 90 days of the award date. This may include but is not limited to:

- a. A co-branded press release within first 30 days
- b. Announcement of award through any applicable social media sites
- c. Direct mail campaigns
- d. Co-branded collateral pieces
- e. Advertisement of contract in regional or national publications
- f. Participation in trade shows



- g. Dedicated Equalis Group and Region 10 ESC internet web-based homepage with:
  - i. Equalis Group and Region 10 ESC Logo
  - ii. Link to Equalis Group and Region 10 ESC website
  - iii. Summary of contract and services offered
  - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials
- h. Announcement within your firm, including training of the agreement with your national sales force
- i. Marketing the agreement to new and existing government customers

Our Marketing Team uses all social media platforms. The Lion Marketing Team mostly leverages Facebook, LinkedIn, Instagram, and Twitter to advertise our brand. The Marketing Team also uses targeted CRM campaigns in specific regions. Our Lion website is also a helpful tool for early conversations with customers. Further, Lion has promoted its products in specific markets through webinars, which have been very successful during this difficult time, to address general and detailed EV questions related to Lion products, charging infrastructure assistance, the Lion Academy, etc.

As the leader in electric school bus market in North America, Lion's mission is to educate and promote EV while continuing to develop platforms that are of the highest quality. Specifically, for the points mentioned above, we will work with Equalis on joint promotional Material. Furthermore, the Vice president of the department, could assign an employee in his team to be the point of contact and constant collaborator with its Equalis counterpart.

- a. A co-branded press release within first 30 days - [Compliant](#)
- b. Announcement of award through any applicable social media sites – [Desired and easily implemented](#)
- c. Direct mail campaigns – [Via the CRM](#)
- d. Co-branded collateral pieces – [Compliant](#)
- e. Advertisement of contract in regional or national publications – [Compliant on all our platforms](#)
- f. Participation in trade shows – [Before the Covid pandemic, Lion participated in trade show, but can now use webinars to advertise and inform our perspective clients and looks forward to trade shows taking place once again.](#)
- g. Dedicated Equalis Group and Region 10 ESC internet web-based homepage with: [a landing page can be creating by our marketing and graphic design department and providing links or summary of the below points:](#)
  - i. Equalis Group and Region 10 ESC Logo
  - ii. Link to Equalis Group and Region 10 ESC website
  - iii. Summary of contract and services offered
  - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials
  - h. Announcement within your firm, including training of the agreement with your national sales force
  - i. Marketing the agreement to new and existing government customers

- 35.** Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

Yes

- 36.** Provide the agency spend that your organization anticipates each year for the first three (3) years of this agreement.

Lion had its budget approved for the marketing department, including campaigns, and because the budget for 2021 has already been approved, we will have to include it in our existing budget for year 1. We would make better provisions based on the experience acquired in the first year, for year 2 and

year 3. The budget amount spent will depend on the customer base and if customers want to purchase from the cooperative.

37. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

As mentioned above, Lion had an established marketing department and because our business model is based on informing the public at large of the benefits of electric fleets, we have taken the following measures:

All marketing materials, graphic designs, videos are done internally.

As mentioned in the services offered, our Grant team is dedicated in obtaining grants for our customers or reaching out to targeted customers per state, when funding becomes available. We have invested in a CRM that allows such targeted campaigns.

Lastly but clearly not least important, Lion invests substantial funds each year in our R&D department in order to create and build new and innovative tools and equipment that will drive initial costs or operational costs down. As an example, our proprietary LionBeat:

**What is the Lion Beat?** The Lion Beat is our telematics fleet management software that we offer optionally and that can be tailored for all your reporting needs. We always think of new and innovative ways to make our vehicles smarter. Telematics specialists are available to discuss with you and explain the different packages available, based on your needs and requirements. Once you purchase our telematics software option, you can access your reports and real time fleet information from any of your electronic equipment.

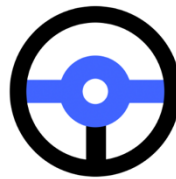
- ✓ Real time visibility on:
  - GPS Localization
  - Speed
  - SOC %
  - Temperature
  - Duration
  - Vehicle State
  - Assigned Driver
- ✓ Precise estimate of arrival time
- ✓ Improve Driver productivity
- ✓ Pre-established routes / Itinerary optimisation
- ✓ Pre route inspection (DVIR) / Electronic Logbook (HOS)



Routing & Dispatch



Fleet Management



Driver Management & Training



Energy Management



Maintenance & Diagnostics



Cameras & ADAS



The Lion Beat offers different packages as listed below:



Included Service	BRONZE	SILVER
Availability Date	09/2020	09/2020
Personalized Reports Instant Notifications	✓	✓
Real Time Web Portal Access	✓	✓
Electronic Logbook (ELD) & DVIR		✓
Support & Training –Web Portal		✓
Access & Support – Vehicle Diagnostic		✓

## **Appendix B: PRICING**

### **Attachment B**

Region 10 ESC requests that potential Respondents offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

All pricing must be entered into the Attachment B template provided. Products/lines completed will be used to establish the extent of the Respondents product lines, services, warranties, etc. that are available. All services offered under this contract must be priced, including free services, in order to be made available under the contract.

Pricing must be entered into each worksheet within the Attachment B as follows:

#### Products/Services Price List

- Please provide all individual products, parts and configuration pricing here.
- All relevant columns in this worksheet should be completed. Incomplete fields or columns may be deemed unresponsive at the sole discretion of Region 10 ESC.

#### Other Pricing & Discounts

- This worksheet is provided as a supplement to allow respondents to provide pricing by category or other broad definition in addition to or in lieu of the Products/Services Price List.
- Respondents may provide a calculation for pricing on all products available under the scope of this RFP. The calculation should be based on a discount from a verifiable price list or catalog. Cost plus a percentage as a primary method is not allowed.
- Additional services such as installation, tech support, training, and other services not already included in the Products/Services Price list should be provided in this worksheet.
- All other discounts may be provided here

### **Not to Exceed Pricing**

Region 10 ESC requests pricing be submitted as not to exceed for any participating entity.

- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but cannot exceed original pricing submitted for solicitation.
- Vendor must allow for lower pricing to be available for similar product and service purchases.

### **Other Discounts or Enhanced Pricing**

Respondents should list any additional rebates, discounts off list, delivery size incentives or other price discounts not already provided. Respondents are encouraged to offer additional discounts for one-time delivery of large single orders to participating public agencies. Participating public agencies should seek to negotiate additional price concessions based on quantity purchases of any products offered under the Contract.

### **Other Restrictions and Fees**

Please provide any other relevant information, fees or restrictions for Purchasing Group Members to receive pricing or value under this contract, such as minimum order sizes, restocking fees, and/or any other relevant fee or restriction associated with this contract. Fees or restrictions not listed will not be allowed under this contract.

## **Appendix C: CERTIFICATES**

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

Please see our response at point 31. Please see attached at the end of the response. We will work with Equalis to provide any other documentation that they may require.

## **Appendix D: VALUE ADD**

Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract participating agencies.

Lion will include for Appendix D, at the end of the document and after the certification, the Lion limited warranty, as well as our HV extended warranty, which is the best on the market today. Lion will also attach the vehicles brochures.

## Appendix E: VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form ("Contract") is made as of \_\_\_\_\_, by and between Lion Buses INC ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of School Buses and Parts ("the products and services").*

### RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at **Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081**

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Agency with respect to all such purchase agreements.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

### ARTICLE 1- GENERAL TERMS AND CONDITIONS

1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor's obligation to provide insurance and other indemnifications to Lead Agency.

1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.

1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

## ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

- ☐ **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- ☐ **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

## ARTICLE 3- REPRESENTATIONS AND COVENANTS

**Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members.

**Compliance:** Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.

**Respondent's promise:** Respondent agrees all prices, terms, warranties, and benefits granted by Respondent to Members through this contract are comparable to or better than the equivalent terms offered by Respondent to any present customer meeting the same qualifications or requirements.

## ARTICLE 4- FORMATION OF CONTRACT

4.1. **Respondent contract documents:** Region 10 ESC will review proposed Respondent contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.

4.2. **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible Respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a firm submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

4.3. **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

4.4. **Assignment of Contract**: No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).

4.5. **Contract Alterations**: No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a “wet signature” by a Region 10 ESC staff member.

4.6. **Order of precedence**: In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.8 **Supplemental Agreements**: The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, members and employees shall be made party to any claim for breach of such agreement.

## **ARTICLE 5- TERMINATION OF CONTRACT**

5.1. **Cancellation for non-performance or contractor deficiency**: Region 10 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 10 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the contract;
- ii. Providing work and/or material that was not awarded under the contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a Region 10 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.



5.2 **Termination for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service failures:** Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.4 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

5.5 **Standard Cancellation:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

## **ARTICLE 6- LICENSES**

6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

6.2 **Suspension or Debarment:** Respondent shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Respondent or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.

6.3 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

## **ARTICLE 7- DELIVERY PROVISIONS**

7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the participating member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.

7.4 **Shipping Instructions:** Unless otherwise specified, each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, stating Vendor's name, purchase order number, quantity contained therein, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 am – 4:00 pm. Deliveries at any other time (including Saturdays, Sundays and holidays) will not be accepted unless arrangements have been made in advance with the receiver at the delivery point. Vendor understands that it is their responsibility to ensure compliance with the delivery instructions outlined in this agreement.

7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.

7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating member. The prime contractor will negotiate with the participating agency for the recovery of damages related to expenses incurred by the vendor for a delay for which the Region 10 ESC member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

## ARTICLE 8- BILLING AND REPORTING

8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor.

Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

8.2 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

8.3 **Reporting:** Vendor shall electronically provide Equalis Group with a detailed line item monthly report showing the dollar volume of all member products sales under the contract for the previous month. Reports shall be sent via e-mail to Equalis Group offices at [info@equalisgroup.org](mailto:info@equalisgroup.org). Reports are due on the **fifteenth (15<sup>th</sup>)** day after the close of the previous month. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. Fields below marked as \*required indicate a required field. All other fields are preferred, but not required:

Member Data	Equalis Member ID
	Vendor Customer Number *required (or Equalis Member ID)
	Customer Name *required
	Customer Street Address *required
	Customer City *required
	Customer Zip Code *required
	Customer State *required
Distributor Data	Distributor Name
	Distributor ID
	Distributor Street Address
	Distributor City
	Distributor Zip Code
	Distributor State
Product Data	Product Category level 1
	Distributor Product Number
	Manufacturer Product Number
	Product Description
	Product Brand Name
	Product packaging Unit of Measure level 1
	Product packaging Unit of Measure level 2
	Product packaging Unit of Measure level 3
Spend Data	Purchase Unit of Measure
	Purchase Quantity
	Distributor Landed Cost Total \$ (without deviations)
	Distributor Landed Cost Total \$ (with mfr deviations)
	Customer Purchase Total \$ *required

	Admin Fee % <b>*required</b>
	Admin Fee \$ <b>*required</b>

## ARTICLE 9- PRICING

9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.

9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Lead Agency and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any published price reduction during the contract period.

9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in Attachment A.

9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

## ARTICLE 10- PRICING AUDIT

10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

## ARTICLE 11- PROPOSER PRODUCT LINE REQUIREMENTS

11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.

11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

11.5 **Product line:** Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.

11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

## **ARTICLE 12- SITE REQUIREMENTS**

12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.

12.2 **Site Preparation:** Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.

12.3 **Registered sex offender restrictions:** For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.

12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

12.5 **Smoking/Tobacco:** Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.

12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

12.7 **Maintenance Facilities and Support**: It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating member, Respondent must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

## **ARTICLE 13- MISCELENOUS**

13.1 **Funding Out Clause**: Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."

13.2 **Disclosures**: Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in Equalis Group.

Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

13.3 **Indemnity**: Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating members shall be in the jurisdiction of the participating agency.

13.4 **Franchise Tax**: Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.

13.5 **Marketing**: Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo

or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10ESC.

13.6 **Insurance**: Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.

Certificates of insurance shall be delivered to the participant prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.

Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and member.

13.7 **Subcontracts/Sub Contractors**: If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from Region 10 ESC. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.

No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.

Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.

13.8 **Legal Obligations**: It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

13.9 **Boycott Certification**: Respondents hereby certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

13.10 **Venue**: All parties agree that venue for any litigation arising from this contract shall lie in Richardson, Dallas County, Texas, and that the laws of the State of Texas shall govern the rights of the parties and the validity



and interpretation of any purchase order, contract, or service agreement that shall arise from and include this proposal request.

[Remainder of Page Intentionally Left Blank- Signatures follow on Signature Form]

## CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	Lion Buses
Address	921 Chemin de la Rivière du Nord,
City/State/Zip	Saint-Jerôme, Québec, J7Y 5G2
Telephone No.	450.512.5065
Fax No.	450.592.7566
Email address	marcandre.page@thelionelectric.com
Printed name	: Marc-André Page
Position with company	Vice President – Commercial Operations
Authorized signature	<i>Marc-André Page</i>

**Term of contract** \_\_\_\_\_ **to** \_\_\_\_\_

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional four (4) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

\_\_\_\_\_  
Region 10 ESC Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**Equalis Group Contract Number** \_\_\_\_\_

## **Appendix F: ADDITIONAL REQUIRED DOCUMENTS**

- DOC#1 Clean Air and Water Act
- DOC#2 Debarment Notice
- DOC#3 Lobbying Certification
- DOC#4 Contractors Requirements
- DOC#5 Antitrust Certification Statement
- DOC#6 Implementation of House Bill 1295
- DOC#7 Boycott Certification
- DOC#8 Terrorist State Certification
- DOC#9 Resident Certification
- DOC#10 Federal Funds Certification Form

### **FOR VENDORS INTENDING TO DO BUSINESS IN ARIZONA:**

- DOC#11 Arizona Contractor Requirements

### **FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:**

- DOC#12 Ownership Disclosure Form
- DOC#13 Non-Collusion Affidavit
- DOC#14 Affirmative Action Affidavit
- DOC#15 Political Contribution Disclosure Form
- DOC#16 Stockholder Disclosure Form

### **GENERAL TERMS & CONDITIONS ACCEPTANCE FORM**

- DOC#17 General Terms & Conditions and Acceptance Form

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

- All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.
- Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.
- Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26
- Bid and Performance Security, as required by the applicable municipal or state statutes.

## DOC #1 CLEAN AIR AND WATER ACT

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: Lion Buses Inc

Title of Authorized Representative: Vice President Commercial Operations

Mailing Address: 921 Chemin de la Rivière du Nord, Saint-Jerome, Québec, J7Y 5G2

Signature: Marc-André Page

## DOC #2 DEBARMENT NOTICE

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: Lion Buses

Title of Authorized Representative: Vice President Commercial operations

Mailing Address: 921 Chemin de la Rivière du Nord, Saint-Jérôme, Québec, J7Y 5G2

Signature: Marc-André Page

## DOC #3 LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

*Marc-André Page*

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Signature of Respondent

5 November 2020

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Date

## DOC #4 CONTRACTOR CERTIFICATION REQUIREMENTS

### Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

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### Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

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### Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

*Marc-André Page*

Signature of Respondent

5 Nov 2020

Date

**DOC #5 ANTITRUST CERTIFICATION STATEMENTS**  
**(Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**VENDOR** Lion Buses Inc.

**ADDRESS** 921 Chemin de la Rivière du Nord

Saint-Jerôme, Québec, J7Y 5G2

**PHONE** 450.512.5065

**FAX** 450.592.7566

**RESPONDANT**

Marc-André Page

Signature

Marc-André Pagé

Printed Name

Vice President Commercial Operations

Position with Company

**AUTHORIZING OFFICIAL**

Marc-André Page

Signature

Marc-André Page

Printed Name

Vice President Commercial Operations

Position with Company



## **DOC #6 IMPLEMENTATION OF HOUSE BILL 1295**

### **Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

### **Filing Process:**

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

### DOC #7 BOYCOTT CERTIFICATION

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

### DOC #8 TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

### DOC #9 RESIDENT CERTIFICATION:

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

☐ I certify that my company is a **"resident Bidder"**

☒ I certify that my company qualifies as a **"nonresident Bidder"**

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

Lion Buses Inc.

Company Name

Address

921 Chemin de la Rivière du Nord, Saint-Jérôme, Québec, J7Y 5G2

City

State

Zip

## DOC #10 FEDERAL FUNDS CERTIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

**For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

### 1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? MAP  
(Initials of Authorized Representative)

### 2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? MAP  
(Initials of Authorized Representative)

### 3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 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 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? MAP  
(Initials of Authorized Representative)

#### **4. Davis-Bacon Act:**

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 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.

Does vendor agree? MAP  
(Initials of Authorized Representative)

#### **5. Contract Work Hours and Safety Standards Act:**

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is 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 USC 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.

Does vendor agree? MAP  
(Initials of Authorized Representative)

#### **6. Right to Inventions Made Under a Contract or Agreement:**

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 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 or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 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.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? MAP  
(Initials of Authorized Representative)

**7. Clean Air Act and Federal Water Pollution Control Act:**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? MAP  
(Initials of Authorized Representative)

**8. Debarment and Suspension:**

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 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.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? MAP  
(Initials of Authorized Representative)

**9. Byrd Anti-Lobbying Amendment:**

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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 USC 1352. Each tier must also 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. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? MAP  
(Initials of Authorized Representative)

**10. Procurement of Recovered Materials:**

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 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.

Does vendor agree? MAP  
(Initials of Authorized Representative)

**11. Profit as a Separate Element of Price:**

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? MAP  
(Initials of Authorized Representative)

**12. General Compliance and Cooperation with Participating Agencies:**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree? MAP  
(Initials of Authorized Representative)

**13. Applicability to Subcontractors**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? MAP  
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Lion Buses Inc  
Company Name

Marc-André Page  
Signature of Authorized Company Official

Marc-André Page  
Printed Name

Vice President Commercial Operations  
Title

5 Nov 2020  
Date

**AZ Compliance with Federal and state requirements:** Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

**AZ Compliance with workforce requirements:** Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

**AZ Contractor Employee Work Eligibility:** By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

**AZ Non-Compliance:** All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

**Registered Sex Offender Restrictions (Arizona):** For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Offshore Performance of Work Prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

**Terrorism Country Divestments:** In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

*Marc-André Page*

Signature of Respondent

5 November 2020

Date



**DOC #12      OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

**Company Name:** Lion Buses Inc

**Street:** MAP

**City, State, Zip Code:** 921 Chemin de la Rivière du Nord, Saint-Jérôme, Québec, J7Y 5G2

**Complete as appropriate:**

I \_\_\_\_\_, certify that I am the sole owner of  
\_\_\_\_\_, that there are no partners and the business is not incorporated,  
and the provisions of N.J.S. 52:25-24.2 do not apply.

**OR:**

I \_\_\_\_\_, a partner in \_\_\_\_\_, do hereby  
certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further  
certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the  
names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual  
partners owning 10% or greater interest in that partnership.

**OR:**

I \_\_\_\_\_, an authorized representative of  
\_\_\_\_\_, a corporation, do hereby certify that the following is a list of the names  
and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further  
certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set  
forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the  
individual partners owning a 10% or greater interest in that partnership.

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

<b>Name</b>	<b>Address</b>	<b>Interest</b>
-------------	----------------	-----------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

*Marc-André Page*

**Authorized Signature and Title**

5 November 2020

**Date**

DOC #13      NON-COLLUSION AFFIDAVIT

**Company Name:**

**Street:**

**City, State, Zip Code:**

*State of New Jersey*

*County of* \_\_\_\_\_

I, \_\_\_\_\_ of the \_\_\_\_\_  
Name City

*in the County of* \_\_\_\_\_, *State of* \_\_\_\_\_ *of full*  
*age, being duly sworn according to law on my oath depose and say that:*

*I am the* \_\_\_\_\_ *of the firm of* \_\_\_\_\_  
Title Company Name

*the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.*

*If further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by*

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature & Title

Subscribed and sworn before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public of New Jersey  
My commission expires \_\_\_\_\_, 20\_\_\_\_

SEAL

**As a notarized seal is required, I believe this should be signed upon award but we can comply should Equalis requested.**

Company Name: Lion Buses Inc  
Street: 921 Chemin de la Rivière du Nord,  
City, State, Zip Code: Saint-Jérôme, Québec, J7Y 5G2

**Bid Proposal Certification:**

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval \_\_\_\_\_  
OR
2. A photo copy of their Certificate of Employee Information Report \_\_\_\_\_  
OR
3. A complete Affirmative Action Employee Information Report (AA302) \_\_\_\_\_

*We have provided the Canadian department of transport certification*

**Public Work – Over \$50,000 Total Project Cost:**

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form \_\_\_\_\_  
AA201-A upon receipt from the Harrison Township Board of Education
- B. Approved Federal or New Jersey Plan – certificate enclosed \_\_\_\_\_

*If further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

*Marc-André Page*

\_\_\_\_\_  
Vice President Commercial Operations  
Authorized Signature and Title

\_\_\_\_\_  
5 November 2020  
Date

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**

**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, Page | 79

national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

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Signature of Procurement Agent

### Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 ([https://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at [https://www.state.nj.us/dca/divisions/dlgs/programs/pay\\_2\\_play.html](https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html) They will be updated from time-to-time as necessary.
  - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d) The form may be used “as-is”, subject to edits as described herein.
  - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

4. any State, county, or municipal committee of a political party
5. any legislative leadership committee\*
6. any continuing political committee (a.k.a., political action committee)
7. any candidate committee of a candidate for, or holder of, an elective office:
  1. of the public entity awarding the contract
  2. of that county in which that public entity is located
  3. of another public entity within that county
  4. or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

8. individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
9. all principals, partners, officers, or directors of the business entity or their spouses
10. any subsidiaries directly or indirectly controlled by the business entity
11. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

**NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L. 1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

### Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Marc-André Page  
Signature

Marc-André Page  
Printed Name

Vice President Commercial Operations  
Title

### Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)



## Page\_\_of\_\_

[illegible]

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**List of Agencies with Elected Officials Required for Political Contribution Disclosure**

**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM [WWW.NJ.GOV/DCA/LGS/P2P](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY-BASED, CUSTOMIZABLE FORM.**

**Name of Business:**

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

☐ Partnership

☐ Sole Proprietorship

☐ Limited Liability

☐ Limited Partnership

Partnership

☐ Corporation

☐ Limited Liability

☐ Subchapter S

Corporation

Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this ____ day of _____, 2_.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	(Corporate Seal)

## DOC #17 GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

*Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

### **Check one of the following responses to the General Terms and Conditions:**

☐ We take no exceptions/deviations to the general terms and conditions

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☒ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

You ask that our organization agrees to provide its company logo to Region 10 ESC and that we provide permission for reproduction of such logo in marketing communications and promotions. We would like to approve any marketing communications and promotions before it is released, is it possible to add language to that effect?

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*

## **ATTACHMENTS**

ATTACHMENT A: Equalis Group Exhibits

ATTACHMENT B: Pricing see separate

Excel file

ATTACHMENT C: State Notice



## DEPARTMENT OF TRANSPORT

*Motor Vehicle Safety Act (subsection 3(2))*

*Motor Vehicle Safety Regulations (section 3)*

### MINISTERIAL AUTHORIZATION

Pursuant to the *Motor Vehicle Safety Act* and the *Motor Vehicle Safety Regulations*,

Autobus Lion Inc.  
921 chemin de la Rivière du Nord  
St-Jérôme QC J7Y 5G2

is authorized to use and apply the national safety mark, and the authorization number X64,  
to any vehicle of a class referred to in section 4 of the *Motor Vehicle Safety Regulations*, on  
condition that the vehicle and its components conform to all the applicable Canada Motor  
Vehicle Safety Standards.

The national safety mark and the authorization number are applied at the following premises:

Autobus Lion Inc.  
921 chemin de la Rivière du Nord  
St-Jérôme QC J7Y 5G2

This ministerial authorization expires on Notification of Cancellation

Issued in Ottawa on August 02, 20 11

  
for the Minister of Transport, Infrastructure and  
Communities

# Certificate of Authorized Sales and Service Dealer

Lion Buses Inc. hereby certifies that

**THE LION ELECTRIC CO. USA INC.**

Located at 4522 Parker Avenue, McClellan Park, CA,  
95652

is a duly authorized Lion Dealership to sell and service Lion  
vehicles



A handwritten signature in blue ink, appearing to be "My".

Signature

07/29/2020

Date



Thelionelectric.com



1-855-546-6706

# Certificate of Authorized Sales and Service Dealer

Lion Buses Inc. hereby certifies that

**THE LION ELECTRIC CO. USA INC.**

Located at 1620 Industry Dr. SW, Auburn, WA 98001, US  
is a duly athorized Lion Dealership to sell and service Lion  
vehicles



A handwritten signature in blue ink, appearing to be "Jy", written over a horizontal line.

Signature

07/29/2020

Date



Thelionelectric.com



1-855-546-6706



# Certificate of Authorized Sales and Service Dealer

Lion Buses Inc. hereby certifies that

## **H.K. TRUCK CENTER**

Located at 2624-A Hamilton Blvd. South Plainfield, NJ,  
07080

is a duly authorized Lion Dealership to sell and service Lion  
vehicles



A handwritten signature in blue ink, appearing to be "H.K.", written over a horizontal line.

Signature

07/29/2020

Date



TheLionelectric.com



1-855-546-6706

# LIMITED WARRANTY LION

JUNE 2020



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**SCHOOL BUS**



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**SHUTTLE BUS**



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**TRUCK**



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# LIMITED WARRANTY

This limited warranty covers the repair or replacement, at the sole discretion of The Lion Electric Co., Inc. (hereinafter “Lion”), of any part in your new Lion vehicle (hereinafter “Covered Part(s)”) for which there appears to be a material or manufacture defect in routine use, maintenance and service conditions during the limited warranty period, subject to the restrictions and exclusions stipulated below in the “Exclusion” section.

**THE REPAIR OR REPLACEMENT OF COVERED PARTS BY AN AUTHORIZED LION SERVICE CENTRE AND (OR) BY THE OWNER OF THE LION VEHICLE ARE THE ONLY RECOURSES POSSIBLE UNDER THIS LIMITED WARRANTY. LION WILL NOT REPLACE THE VEHICLE OR BUY IT BACK FROM YOU.**

## Warranty coverage

The original limited warranty is in force for a period of one year (12 months) as of the vehicle’s date-in-service, regardless of subsequent owners, or for the first 160,935 real kilometres (i.e., 100,000 real miles) as of the date-in-service, based on whichever occurs first. The warranty coverage starts as of the vehicle’s date-in-service by Lion and its client. For a completed and delivered sale of a Lion vehicle requiring work by a final external installer, the buyer may be entitled to an extension of at most six months for the start of the Lion warranty coverage. Consequently, the seller can amend the date-in-service in the Customer Proposal

This limited warranty does not apply if the odometer is unplugged, if the kilometer/mileage reading has been tampered with or cannot be determined and lastly, if the vehicle was modified without the written authorization of Lion.

The repair or replacement of a Covered Part does not extend the original limited warranty period, except where the state/provincial law provides for an extension of the warranty period that is equal to the period during which the Covered Part is being repaired or being replaced under this limited warranty. Covered Parts are limited to body and chassis systems and components, such as the driveline, the cooling system, the hydraulic system, the air system and the structural systems (chassis and related hardware).

This limited warranty only applies in Canada and the United States.

In addition to this limited warranty offered by Lion, original component manufacturers may offer their own warranties. The warranty on parts and components for products manufactured by parties other than Lion, is limited to the warranty provided by their respective manufacturers and administered by Lion. It is recommended that the buyer read the manufacturer’s warranty coverage for an original component.

Lion reserves its right to inspect, verify and/or download data from the vehicle’s onboard computer for analysis or due to failure.

Initials

# LIMITED WARRANTY

## Warranty holder

The Lion limited warranty is held by the owner of a vehicle manufactured by Lion. The limited warranty can be transferred to subsequent owners during the warranty period by sending a new Warranty Registration card to Lion.

## Exclusions

The Lion limited warranty does not cover:

- The warranty on parts and components of the product manufactured by parties other than Lion are limited to the warranty provided by their respective manufacturer and administered by Lion. (see document: Quick Reference Guide for warranty);
- The fifth wheel, pintle hook, tow hooks (tooling), tires, wheels (steel or aluminum), 12 V/24 V batteries, emergency equipment, air conditioning, hydraulic system (wheelchair for bus model);
- Addition of aerodynamic parts, light bulbs, wiper blades, 12 V/24 V battery, CB, radio and microphone, belt, brake disks and pads, filter elements and cab filters, mudguards, lubricants, coolant mix, tires, reflectors, wheels, ABS tone rings, anti-theft system, exhaust pipe and clamps and all aftermarket installed equipment;
- Premature wear, deterioration and adjustments such as brake adjustment, hood and door adjustment, wheel and/or axle alignment, aluminum, chrome or stainless steel for issues of discolouration and spots, suspension pins and bushings, electrical hookups, windshield and windows, fuses, breakers and relays, vehicle levelling, tightening bolts, tightening fasteners of passenger compartment, tightening pneumatic connections and cooling system connections;
- The paint job on the chassis or metal cab, chips or discolouration, peeling around bolts used in maintenance, paint peeling due to chemical or salt spreading, any damage to the paint caused by corrosion to the cab or chassis, lettering and decal;
- Damages caused and costs related to, but not limited to, accidents or impacts, diagnostic or road test fees, damages due to the environment, non-compliance with the recommended maintenance schedule or lack of maintenance, misuse and improper operation, use on an unpaved road and/or off-road, negligence, storage, costs related to transportation and towing as well as costs related to work performed during overtime;
- Additional accessories or options not originally installed by Lion and any resulting problems from such accessories or options;
- The modification of any system or component originally installed by Lion and any problem resulting from such an installation or modification;
- The modification or conversion of the vehicle for an application other than the one for which it was built;
- Any vehicle whose odometer would have been tampered with and/or modified without authorization from Lion;
- Any problems encountered that are not immediately reported to Lion and had been repaired during the warranty period;

Initials

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# LIMITED WARRANTY

## Limit to damages

Lion cannot be held liable for any consequential, incidental, direct, indirect or other damage, including, but not limited to, loss of revenue or profits; vehicle downtime; damage to a third party, damage or loss of other vehicles and included properties, all that is connected to it, trailer, cargo and goods, loss or damage to personal content; communication expenses; accommodation and meal expenses; general expenses; applicable taxes; business opportunity costs or losses; legal costs; and any liability that you may have to any other person or entity, resulting from any breach of the written warranty or any implied warranty.

## Limit to implied warranties

This limited warranty replaces any other warranty, express or implied, including any warranty of merchantability or fitness for a particular purpose. Notwithstanding the foregoing, any implied warranty arising from a provincial/state law in effect, including any implied warranty of merchantability or fitness for a particular purpose, is limited in duration to the term of this limited warranty and is limited in scope to cover the intended portions of the product covered by this limited warranty.

## Claim

The only recourse under this limited warranty or any implied warranty arising from provincial/state law is the repair or replacement of any Covered Part for which there appears to be a material or manufacture defect in routine use, maintenance and service conditions during the warranty period, subject to the following exclusions. Lion reserves the right to supply replacement parts for a repair covered under warranty, previously repaired and/or rebuilt, based on Lion standards, under this limited warranty. Only new, repaired and/or rebuilt parts approved and authorized by Lion may still be subject to the terms of the warranty provided by Lion. Lion cannot be held liable for breakages or costs incurred to replace parts used that had not been previously authorized by Lion.

Initials

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# LIMITED WARRANTY

## Claim procedure

During the warranty period, the manufacturer agrees to repair, replace or credit any defective part in compliance with the above-indicated warranty, provided that:

- To submit a Lion Warranty Claim, there is a specific procedure to follow (see document: **Lion Warranty Claim Form**). The owner must read and follow the steps by submitting the completed form and adding photos, supporting documents and a copy of the computer data from the vehicle's on-board computer as required. You can submit your application to: [garantie.warranty@thelionelectric.com](mailto:garantie.warranty@thelionelectric.com);
- The owner must notify the Service and Warranty Departments of any malfunctions once they occur, to obtain authorization to repair and/or replace a Lion Major Component, referencing the **Lion Major Component List**, as soon as the problem arises. You must submit a request for technical support via our website: <http://thelionelectric.com/> under the Parts and Service tab (see document: **Technical Support Request Procedure**);
- The owner must obtain the authorization of the Lion Service Department BEFORE performing any repairs or replacement of a major component under warranty. (see document: **Lion Major Component List**). If there is no prior authorization from the Lion Service and Warranty Departments, the repair or replacement of a major component may not be covered by Lion's Limited Warranty. The owner may report to one of Lion's certified points of service for diagnosis and authorization at any time;
- For all other repairs subject to a Lion Warranty Claim request, the owner must provide photos, supporting documents and a copy of the computer data from the vehicle's on-board computer that clearly demonstrate the problem. These documents must be submitted at the time of the warranty claim (see document: **Lion Warranty Claim Form**);
- If the repairs are to be carried out by a third party, a detailed estimate (outlining parts and labor) by the third party must be submitted to Lion's Service and Warranty Departments in order to obtain an authorization BEFORE proceeding. Photos, supporting documents, and a copy of the data from the on-board computer BEFORE and AFTER may be a part of the documentation required to obtain authorization to carry out the repairs. You must submit your request by completing a request for technical support via our website at <http://thelionelectric.com/> under the Parts and Service tab (see document: **Technical Support Request Procedure**);
- The owner shall retain all parts used in the repair or replacement for a minimum period of three (3) months after the date of the warranty claim, unless otherwise specified;
- Upon request, the owner must ship the defective part, at their expense, directly to Lion or a location specified in the manufacturer's instructions, unless otherwise specified;
- All submissions for refunds through the Lion Warranty will be considered for a maximum of 30 days from the date of the repair;

The Lion Electric Company reserves the right to inspect the repairs once they are completed. Warranty approval and authorization may be waived if repairs have not been made in accordance with the specifications of the original equipment manufacturer.

Initials

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# LIMITED WARRANTY

## Responsibility

Lion neither assumes nor authorises any other obligation or liability for third parties, in respect to its products, and Lion will not be held liable for any representation, promise or guarantee made by a dealership, manufacturer of a component or of a vehicle, or any other person who is not explicitly indicated in this limited warranty.

## Application of the law

This limited warranty grants you specific legal rights, but you may also be entitled to other rights that vary from province to province or state to state. Moreover, some provinces or states do not enforce one or several of the restrictions stated herein, consequently, one or several restrictions may not apply to you.

## Recourse

Any dispute or claim stemming from this limited warranty or its breach, or related to such, must be settled by arbitration administered by the laws of the Province of Quebec and the laws of Canada applicable therein (except for any conflict of laws rules or principles, foreign or domestic, likely to subject this interpretation to the laws of another jurisdiction). The parties hereby irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the province of Quebec, judicial district of Terrebonne and elect domicile in the city of St-Jérôme in respect to any question related to the execution or construction of this agreement or in the exercise or application of any obligation hereunder.

## Service

For assistance with your Lion vehicle, please submit an online request for support to: <http://thelionelectric.com/>. You can complete the questionnaire by region under the Parts and Service tab. Our technicians will process requests and answer any questions about our products, parts and service from Monday to Friday from 8 a.m. to 5 p.m. Technicians will also provide information on warranty coverage, maintenance, offer advice on repairs and help you locate authorized Lion Service Centers in your area. You can also find an up-to-date list of authorized Lion Service Centers online (see document: **Technical Support Request Form**).

**NO WARRANTY CLAIM WILL BE PROCESSED OR REIMBURSED WITHOUT PROOF OF REAL KILOMETRES OR MILES DRIVEN AND THE DATE-IN-SERVICE BY THE FIRST OWNER.**

Initials

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# LIMITED WARRANTY

## Declaration

<p>The Lion Electric Co.</p> <p>Per: _____ Lion Warranty Representative</p> <p>Name: _____</p> <p>Purchase date: _____</p> <p>Date-in-service: _____</p> <p>City, Prov./State: _____</p> <p>Per: _____ Sales Representative</p>	<p>I, the undersigned, have read the above warranty agreement, including the attached documents, and I understand and agree to the terms. I acknowledge receipt of a copy of the agreement.</p> <p>Per: _____ Buyer Representative</p> <p>Name: _____</p> <p>Date: _____</p> <p>Email: _____ _____</p>
---	--

The operations following pre-delivery must be completed by the Lion Sales Representative at the time of final delivery of the vehicle. Check off each item reviewed with the buyer.

Operator's manual	<input type="checkbox"/>	The Lion Electric Co. 921 Chemin de la Rivière-du-Nord Saint-Jérôme, QC, Canada J7Y 5G2, 1-855-546-6706
Explanation of Lion vehicle's technical functions	<input type="checkbox"/>	
Maintenance Schedule	<input type="checkbox"/>	
Explanation of Lion's Limited Warranty	<input type="checkbox"/>	
Lion initials: _____		


VIN (last eight digits)

Delivery mileage

Initials

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**JANUARY 2020**

# **STANDARD LIMITED AND EXTENDED WARRANTY**

**HIGH-VOLTAGE BATTERY SYSTEM**



# STANDARD LIMITED AND EXTENDED WARRANTY

## HIGH-VOLTAGE BATTERY SYSTEM .....

The Lion Electric Co. ("Lion") warrants to the original purchaser that its High-Voltage Battery System ("Battery") will be free from material defects in material and workmanship under normal use and when properly serviced. Lion agrees to repair or replace defective parts at no additional cost to the purchaser subject to the terms and conditions set forth herein. This is a limited warranty subject to the terms and conditions stated below, and subject to compliance in all respects with the approved use conditions set forth at the bottom of this Standard Limited/Extended Warranty.

Lion's Standard Limited/Extended Battery System Warranty ("Warranty") applies to the internal Battery components listed below. The Warranty covers 100% of the parts and labour reimbursement (if applicable in accordance with the terms of this Warranty and the purchase agreement). Battery components contained within the main battery enclosure ("Pack") may not be serviced by the purchaser or any third-party maintenance provider, and any such servicing of the Pack by purchaser or any third-party maintenance provider voids the Warranty. Lion technicians will perform all necessary repairs required internal to the Pack.

### Limited Warranty Coverage Periods:

65% of Initial Usable Capacity:	8 years / or 160,000 kWh of gross discharge throughput per pack
Maximum Gross Discharge Throughput per Year:	20,000 kWh per pack

The warranted usable capacity at eight (8) years or the gross discharge throughput limit (whichever comes first) will be at least 65% of initial usable capacity.

### Extended Warranty Coverage Periods (optional):

65% of Initial Usable Capacity:	12 years / or 240,000 kWh of gross discharge throughput per pack
Maximum Gross Discharge Throughput per Year:	20,000 kWh per pack

The warranted usable capacity at twelve (12) years or the gross discharge throughput limit (whichever comes first) will be at least 65% of initial usable capacity.

Initials

# STANDARD LIMITED AND EXTENDED WARRANTY

## HIGH-VOLTAGE BATTERY SYSTEM

The Battery is defined as the main high-voltage energy storage system and consists of the following:

- Battery modules and components internal to the Pack
- Battery management system (BMS) and firmware
- Cooling system components internal to the Pack
- Pack enclosure
- All electrical connections and components internal to the Pack
- Manual Service Disconnect (MSD)

A warrantable defect may be addressed by software updates, replacing internal parts, or replacing assemblies. These replacement parts may be identical or equivalent substitutes. Repairs may include factory reconditioned components that have an energy capacity at least equal to that of the original Battery before the failure occurred. Where applicable, Lion reserves the right to upgrade parts or assemblies with the latest design.

Lion retains ownership of any components that are removed and/or replaced, including any system components that have reached the end of their service life due to SOH.

The Warranty does NOT cover malfunction, failure, or loss of capacity of the Battery due to the following events induced or caused by the purchaser or other third party:

- Alteration or modification of any Battery part or assembly or combination of the Battery
- Misuse or negligent use of the Battery, including but not limited to, purchaser's or a third party's failure to follow Lion operating guidelines contained in the manual made available by Lion
- Battery was opened
- Exposing the vehicle to ambient temperatures above 140°F (60°C) or below -22°F (-30°C) for more than 24 hours at a time
- Exposing the Battery to direct flame
- Flooding of the Battery
- Intentional or accidental collision
- Unauthorized use or operation outside of the terms and conditions of the applicable purchase contract
- Physically damaging the Battery, or intentionally attempting, either by physical means, programming, or other methods, to extend or reduce the life of the Battery
- Unauthorized or improper maintenance and repair by non-Lion personnel
- Intentional acts of destruction, tampering or vandalism
- Acts of nature

Lion administers the warranty process and all warranty claims are at the sole and absolute discretion of Lion.

Initials

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# STANDARD LIMITED AND EXTENDED WARRANTY

## HIGH-VOLTAGE BATTERY SYSTEM

In connection with any claim brought under this limited warranty, the purchaser must provide the failed component along with the proper documentation and warranty claim form. Lion will perform an inspection of the failed component and supporting documentation to make a claim determination. Lion will not provide any compensation, labour, repairs, or replacement part to the purchaser without the above documentation.

EXCEPT EXPRESSLY AS SET FORTH IN THIS WARRANTY, LION EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, AS TO THE QUALITY OR PERFORMANCE OF THE BATTERIES AND/OR THE PACKS.

THIS STANDARD LIMITED/EXTENDED WARRANTY IS SUBJECT TO COMPLIANCE IN ALL RESPECTS DURING THE ENTIRE APPLICABLE WARRANTY PERIOD WITH THE BELOW APPROVED USE CONDITIONS. IF THE ORIGINAL PURCHASER DOES NOT COMPLY IN ALL RESPECTS WITH THE BELOW APPROVED USE CONDITIONS DURING THE ENTIRE APPLICABLE WARRANTY PERIOD, THEN THIS STANDARD LIMITED/EXTENDED WARRANTY SHALL NOT APPLY.

### Approved use conditions

The Batteries shall be used in accordance with the Purchase Agreement between the Customer and Lion, as well as in accordance with the following use conditions:

Storage SOC Range	When not installed in a vehicle, batteries shall be stored between 15% and 30% SOC
Storage Temperature Range	14°F (-10°C) to 86°F (30°C)
Storage Time	90 days maximum

Initials

# STANDARD LIMITED AND EXTENDED WARRANTY

## HIGH-VOLTAGE BATTERY SYSTEM

### Declaration

<p>The Lion Electric Co.</p> <p>Per: _____ Lion Warranty Representative</p> <p>Name: _____</p> <p>Purchase date: _____</p> <p>Date-in-service: _____</p> <p>City, Prov./State: _____</p> <p>Per: _____ Sales Representative</p>	<p>I, the undersigned, have read the above warranty agreement, including the attached documents, and I understand and agree to the terms. I acknowledge receipt of a copy of the agreement.</p> <p>Per: _____ Buyer Representative</p> <p>Name: _____</p> <p>Date: _____</p> <p>Email: _____ _____</p>
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Initials

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# WARRANTY QUICK REFERENCE GUIDE

# LIONC



 LION ELECTRIC

# WARRANTY QUICK REFERENCE GUIDE – LIONC ONLY

This is a Quick Reference Guide ONLY. This list is NOT to be as **ALL INCLUSIVE**. This is an itemized listing of the components and/or items used in the assembly of a Lion truck and their level of warranty coverage. Refer to the Lion Warranty Limited agreement for specific details on the terms, conditions and limitations of said Warranty Limited.

## BASIC WARRANTY

**12 Months or 160,000 km/100,000 mi. WHICHEVER SHALL OCCUR FIRST**  
**100% Parts and Labor**

Aerodynamic devices (skirts and luggage compartments) Air tanks Air valves Antenna Accessory plate components Battery drawer and cabinet 12V Brake (ABS control module) Brake (ABS sensor) Brake (Bosch Master cylinder) Brake (Caliper) Bumper Cab and door interior trim Cab heater et ducts Cab switches Cables and connectors (12V-24V-400V) Cluster and gauges Converter DCDC Coolant pipes (excl. hoses, collars, clamps, etc.) Cooling reservoir and surge tank Door locks (emergency doors) Door opening mecanism (fr-rr-sides)	Driveline Driver seat (air): frame, mechanism and seat Electrical heating components (passenger compartment) Engine mounts (SUMO MD) Frame, bumper, wheels and rub rails paint (see below) Frame paint – black only (see below) Front and rear suspension (Hendrickson) Fuel tanks, straps, cap and vent Fuel sender Fuse box Hoses and fittings (air) Hood (latches, shocks, hinges, retainer cables) Horn Hub assemblies (including bearings and seal) HVAC system Hydraulic chair lift Interior lamps (excl. bulbs) Inverter DCAC	MC Controller MD Interface Mirrors Motor and Air Compressor (Gardner) MPDM box Mud flap brackets (excl. mud flaps) Parking brake, lever and cables (linings excl.) Passenger seat and frame Pedal and trottle control Power steering box assembly (TRW) Power steering reservoir Radiator Radiator Fan Radio Relay, solenoid and timer Seat belts and mecanisim Shift/speed control Shock absorbers Low speed sound generator Speakers Steer axle (Hendrickson) Steering column	Steering drag link Steering pitman arm Steering pump/motor assembly (Settima) Steering wheel Sunshades Tie rod VPIM module Water pump – major electric components Water pump – HVAC Webasto/Spheros/Proheat Windshield washer pump, mechanism and tank Wiper arms, pivots and linkage (excl. blades) Wiper motor and control Windows ( Yoke and U-joint  **Mounting brackets and bolts for above items**
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## EXTENDED WARRANTY

**36 Months or 560,000 km/350,000 mi. WHICHEVER SHALL OCCUR FIRST**  
**100% Parts and Labor**

**DANA axles, drive axles, with a capacity of 21,000lbs or less (S21-140)**

(Carrier and housing seal – Drive shaft input and output seal, incl.)

(Axle shaft flange gasket, hub assembly, hub caps and gaskets, wheel bearings and wheel seals, excl.)



## EXTENDED WARRANTY

**60 Months or 800,000km/500,000 mi. WHICHEVER SHALL OCCUR FIRST**  
**100% Parts and Labor**

**Frame sides rails, crossmembers, cab and passenger compartment**

Warranty covers for damage to cabin and passenger compartment applies to major cracks between panels - Does not apply to surface cracks and tarnish of finish

Corrosion warranty applies to perforation caused by corrosion - Does not apply to perforation caused by modifications / drilling in the chassis

## ADDITIONAL WARRANTY

**12 Months or 40,000 km/25,000 mi. WHICHEVER SHALL OCCUR FIRST**  
**100% Parts and Labor**

Axle shaft flange gaskets

Hub cap and gaskets

## FRAME PAINT, BUMPERS AND RUB RAILS (BLACK ONLY)

**12 Months or 160,000 km/100,000 mi. WHICHEVER SHALL OCCUR FIRST**  
**100% Parts and Labor**

**Excludes**

Paint chip and/or fade

## BREAK-IN ITEMS

**30 Days or 5,000 km/3,000 mi. WHICHEVER SHALL OCCUR FIRST**

**Includes**

Vibrations, squeaks, unusual noises, rattles, fitting and hoses leaks, loose bolts, electrical connections

## POWER TRAIN COMPONENTS WARRANTY (TM4)

**36 Months or 400,000 km/250,000 mi. WHICHEVER SHALL OCCUR FIRST**  
**100% Parts and Labor**

TM4, applies to Electric Propulsion System, electric Motor SUMO MD, MCU/CO-150, 200, VMU/Neuro,

Charger BCI-20 excl. 12 months, km/mi. Unlimited

Phase cables et and encoder cable excl. 24 months, km/mi. Unlimited

Batteries (400V) excl. See battery warranty document

NON-WARRANTABLE COMPONENTS/ITEMS:	NON-WARRANTABLE: wear, deterioration and adjustments	NON-WARRANTABLE: functions or acts
<div> <div> ABS tone ring Add-on aerodynamic devices Anti-freeze solution All equipment installed out of production Batteries 12V-24V Belts Brake discs and pads Cab filters CB, radio et microphone Exhaust piping, fitting and clamps Fire extinguisher Filter elements </div> <div> Floor cover Flag and flare kit Headlights and light bulbs (other than LED) Lubrication Mud flaps Reflectors Seat covers Tires Towing equipments (hooks) Vehicle theft alarm Wiper blades Wheels </div> </div> <p><b>Note:</b> This list is NOT to be construed as all inclusives</p>	<div> Aluminium, chrome or stainless steel: discoloration or pitting Axle and/or wheel alignment Brake Adjustments Door Adjustments Electric connections Fuses, breakers and relays Hood Adjustments Leveling od vehicle Suspension pins and bushings Tightening bolts and/or fittings Tightening fasteners of passenger compartment Windshield glass </div> <p><b>Note:</b> Lion assumes no responsibility for wear and/or deterioration of parts or change in adjustment as a result of normal service</p> <p><b>Note:</b> This list is NOT to be construed as all inclusives</p>	<div> Damage due to accidents Diagnostic and road-test Environment Impact Improper or insufficient maintenance service Improper operation/misuse Negligence Overtime labor Storage Towing and road calls (other than Lion) Transport </div> <p><b>Note:</b> Any vehicle on which the odometer has been altered</p> <p><b>Note:</b> Any vehicle that has been altered or modified in a manner unauthorized by Lion</p> <p><b>Note:</b> This list is NOT to be construed as all inclusives</p>

# LionA



## Technical Specifications

### WEIGHT & DIMENSIONS

Vehicle Length	795 cm / 313 in
Vehicle Width	241 cm / 95 in
Vehicle Height	282 cm / 111 in
Wheelbase	363 cm / 143 in
Gross Vehicle Weight Rating (G.V.W.R)	11 612 kg / 25,600 lb
Capacity	Up to 30 passengers

### ELECTRIC POWERTRAIN

Top Speed	Up to 105 km / 65 mph
Maximum Power	250 kW // 335 HP
Maximum Torque	2,500 NM // 1,800 ft-lb
Range	Up to 250 km / 155 mi
Battery Capacity	Up to 220 kWh
Motor	Dana // TM4
Transmission	Direct Drive / No Transmission
Charging Type	Level II (J1772) & III (CCS-Combo)
Level II - Charging Time	5 - 10 hours
Level III - Charging Time	2.5 hours



All-electric Type  
A Mini School Bus

 **LION ELECTRIC**

# LionA



## Technical Specifications

### WEIGHT & DIMENSIONS

Vehicle Length	795 cm / 313 in
Vehicle Width	241 cm / 95 in
Vehicle Height	282 cm / 111 in
Wheelbase	363 cm / 143 in
Gross Vehicle Weight Rating (G.V.W.R)	11 612 kg / 25,600 lb
Capacity	Up to 30 passengers

### ELECTRIC POWERTRAIN

Top Speed	Up to 105 km / 65 mph
Maximum Power	250 kW // 335 HP
Maximum Torque	2,500 NM // 1,800 ft·lb
Range	Up to 250 km / 155 mi
Battery Capacity	Up to 220 kWh
Motor	Dana // TM4
Transmission	Direct Drive / No Transmission
Charging Type	Level II (J1772) & III (CCS-Combo)
Level II - Charging Time	5 - 10 hours
Level III - Charging Time	2.5 hours



All-electric Type  
A Mini School Bus

 **LION ELECTRIC**

# LionC

## Technical Specifications

### WEIGHT & DIMENSIONS

Vehicle Length	1 201 cm / 473 in
Vehicle Width	244 cm / 96 in // 259 cm /
Vehicle Height	310 cm / 122 in.
Wheelbase	645 cm / 254 in // 701 cm / 276 in
Gross Vehicle Weight Rating (G.V.W.R)	Up to 14 969 kg / 33,000 lb
Capacity	Up to 72 passengers

### ELECTRIC POWERTRAIN

Top Speed	Up to 105 km / 65 mph
Maximum Power	250 kW // 335 HP
Maximum Torque	2,500 NM // 1,800 ft-lb
Range	Up to 250 km / 155 mi
Battery Capacity	Up to 220 kWh
Motor	Dana // TM4
Transmission	Direct Drive / No Transmission
Charging Type	Level II (J1772) & III (CCS-Combo)
Level II - Charging Time	5 - 16 hours
Level III - Charging Time	2.5 - 6.5 hours

### CHASSIS

Front Axle	4 536 kg / 10,000 lb
Rear Axle	9 072 kg / 20,000 lb
Suspension	Spring Suspension
Braking	Hydraulic Brakes



All-Electric Type C  
School Bus

 **LION ELECTRIC**



# LionC

## Technical Specifications

### WEIGHT & DIMENSIONS

Vehicle Length	1 201 cm / 473 in
Vehicle Width	244 cm / 96 in // 259 cm /
Vehicle Height	300 cm / 122 in.
Wheelbase	645 cm / 254 in // 701 cm / 276 in
Gross Vehicle Weight Rating (G.V.W.R)	Up to 14 969 kg / 33,000 lb
Capacity	Up to 72 passengers

### ELECTRIC POWERTRAIN

Top Speed	Up to 105 km / 65 mph
Maximum Power	250 kW // 335 HP
Maximum Torque	2,500 NM // 1,800 ft-lb
Range	Up to 250 km / 155 mi
Battery Capacity	Up to 220 kWh
Motor	Dana // TM4
Transmission	Direct Drive / No Transmission
Charging Type	Level II (J1772) & III (CCS-Combo)
Level II - Charging Time	5 - 16 hours
Level III - Charging Time	2.5 - 6.5 hours

### CHASSIS

Front Axle	4 536 kg / 10,000 lb
Rear Axle	9 072 kg / 20,000 lb
Suspension	Spring Suspension
Braking	Hydraulic Brakes



All-Electric Type C  
School Bus

 **LION ELECTRIC**

# LionD

## Technical Specifications

### WEIGHT & DIMENSIONS

Vehicle Length	1 219 cm / 480 in
Vehicle Width	Up to 259 cm / 102 in
Vehicle Height	310 cm / 22 in
Wheelbase	640 cm / 252 in
Gross Vehicle Weight Rating (G.V.W.R) Capacity	Up to 33,000 lb Up to 77 passengers

### ELECTRIC POWERTRAIN

Top Speed	Up to 65 mph
Maximum Power	250 kW // 335 HP
Maximum Torque	2,500 NM // 1,800 ft-lb
Range	65 mi. / 100 mi. / 125 mi. / 155 mi.
Battery Capacity	Up to 220 kWh
Motor	Dana // TM4
Transmission	Direct Drive / No Transmission
Charging Type	Level II (J1772) & III (CCS-Combo)
Level II - Charging Time	5 - 12.5 hours
Level III - Charging Time	2.5 - 6.5 hours

### CHASSIS

Front Axle	10,000 lb
Rear Axle	20,000 lb
Suspension	Spring Suspension
Braking	Hydraulic Brakes



All-Electric Type D  
School Bus

 **LION ELECTRIC**







# We're creating *watts* next.

## And it's ready right now.

## PRODUCT AND PRICE LIST DEVELOPPED FOR EQUALIS - REGION 10

Lion would like to introduce our comprehensive product and price list, and as such, we would like to explain our pricing strategy.

We have cataloged each of our proposed school buses by type, followed by a list of accessories that are either included in the base price, or that are considered an extra expense.

Lion would like to point out that due to the staggering number of options or state and province regulations regarding school bus types, we have listed some options that you could use to customize your school bus. Lion provides turnkey solutions for Equalis generated contracts. Therefore, it's important for customers to contact our dedicated Salesforce to review what would best suit their needs. Lion understands the importance to provide a turnkey solution to customers. Lion will achieve this by understanding the required specifications for each customer, and offering a tailored solution based on their needs, routes, range needed, operations, and most importantly State or province requirements. Indeed, all-electric school buses require more upfront planning because of ranges available for each platform. Lion has made it a priority to meet as many different specification requirements from customers as possible. Electrification of transportation must continue to meet customer needs across North America.

Our vehicle SKU includes Lion's vehicle models and major components such as equipment, kWh, and other major options required for a turnkey solution.

Further, Lion would like to emphasize the fact that we have listed below the lowest range and kWh available for each of its vehicle models. Lion can offer up to 250 miles of range for most of the models below, with ever-evolving technology and extended range. Pricing will thus vary based on range required for each customer in each jurisdiction. As most of the cost remains in the electric batteries for zero-emission school buses, Lion looks forward to working with fleets to provide a turnkey solution adapted to their operational needs, today.

**United States price list - Lion has decided to extend a fixed 5% discount for the school buses purchased through the Equalis - Region 10 contract.**

**Additional options and customization of the school bus are not discounted.**

**BASE PRICE LISTED BELOW WITH THE DISCOUNT APPLIED**



## LIONA Mini School Bus

kWh	Range	Unit Price
80	up to 75 miles	\$ 265,000.00



## LIONC School Bus

kWh	Range	Unit Price
132	up to 100 miles	\$ 335,000.00



## LIOND School Bus

kWh	Range	Unit Price
132	up to 100 miles	\$ 340,000.00



**OPTIONS ARE NOT INCLUDED IN BASE PRICE.  
ADDITIONAL BATTERY RANGE OR OPTIONS  
ARE NOT DISCOUNTED**

**Amount**

For additional battery range, please contact your sales representative to determine requirements

➤ ACOUSTIC HEADLINER_____	\$995.00
➤ AIR CONDITIONING_____	\$15,000.00 AIR
➤ SUSPENSION / HYDRAULIC BRAKES_____	\$3,600.00
➤ BLACK COMPOSITE HOOD_____	\$200.00
➤ BUMPERS – BLACK_____	<b>INCLUDED</b>
➤ BUMPERS – BLUE_____	<b>INCLUDED</b>
➤ CHARGING PORT - DUAL - FRONT & REAR_____	\$6,000.00
➤ CHARGING PORT - SINGLE - REAR or FRONT ONLY (depending on vehicle, standard charging port location changes)_____	\$3,000.00
➤ CHILD RESTRAINT SEAT_____	\$595.00
➤ CROSS-GATE - W/MAGNET -ELECTRIC_____	\$255.00
➤ DC/DC Fast Charging_____	\$6,000.00
➤ DESTINATION SIGN – FLIP_____	\$200.00
➤ DESTINATION SIGN – SLIDE_____	\$1,300.00
➤ DRIVER AIR SEAT_____	\$495.00
➤ DRIVER STORAGE - LH BARRIER_____	\$200.00
➤ FIXED SEAT_____	\$225.00
➤ FLOOR - GREY_____	\$654.00
➤ FOG LIGHTS_____	\$200.00
➤ HANDRAIL – RH_____	\$79.00
➤ HEATED STEPWELL_____	\$300.00
➤ LED LIGHT MONITOR_____	\$450.00
➤ LINE-X BUMPERS_____	\$1,200.00
➤ LOWER GLASS PROTECTIVE GRILL - REAR DOOR_____	\$69.00
➤ PARCEL RACK_____	\$2,100.00
➤ PA SYSTEM_____	\$350.00
➤ PA SYSTEM + EXTERIOR SPEAKER_____	\$425.00
➤ PLYWOOD - 1/2" – MARINE_____	\$600.00
➤ PLYWOOD - 3/4" – MARINE_____	\$800.00
➤ PRE-WIRE - 2-WAY TRACE/PULL LINES ONLY_____	<b>INCLUDED</b>
➤ PRE-WIRE - CAMERA TRACE/PULL LINES ONLY - AT REQUESTED LOCATION_____	<b>INCLUDED</b>
➤ QSTRAINT (Adds 1 WC Position Each)_____	\$800.00
➤ RADIO WITH 8 SPEAKERS_____	\$900.00
➤ BACKUP CAMERA_____	\$1,221.00
➤ ROOF HATCH_____	\$490.00
➤ STEP TREAD - PEBBLE GREY_____	\$210.00
➤ STROBE LIGHT_____	\$255.00
➤ TIRES - STEER TIRE ONLY (KIT)_____	\$1,200.00
➤ TIRE CHAINS_____	\$1,995.00
➤ TIRES - MICHELIN - XZE2 ET XD SM/S (KIT)_____	\$1,875.00
➤ Wheels – Black_____	<b>INCLUDED</b>
➤ WHEELS - ALUMINUM (Indicate No. of requested wheels)_____	\$2,394.00
➤ WHEELS – BLUE_____	<b>INCLUDED</b>
➤ WINTER COVER_____	\$105.00