

REQUEST FOR PROPOSAL #R10-1148 FOR: SCHOOL BUSES & SHUTTLES

February 10, 2023

Section Two:
Proposal Submission, Questionnaire and
Required Forms

Proposal Form Checklist.....	3
PROPOSAL FORM 1: ATTACHMENT B – PRICING.....	4
PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA.....	5
PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES.....	21
PROPOSAL FORM 4: CLEAN AIR WATER ACT	22
PROPOSAL FORM 5: DEBARMENT NOTICE	23
PROPOSAL FORM 6: LOBBYING CERTIFICATION	24
PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS	25
PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS.....	26
PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295	27
PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION	28
PROPOSAL FORM 11: RESIDENT CERTIFICATION	29
PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM	30
PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS	36
PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)	38
PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT	39
PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)	40
PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM	43
PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION	48
PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM	49
PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT	50
PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE	51
PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM	52

Proposal Form Checklist

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 1 is a separate attachment (attachment B).

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your price proposal.

☒ **PROPOSAL FORM 1: ATTACHMENT B - PRICING**

QUESTIONNAIRE & EVALUATION CRITERIA:

☒ **PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA**

OTHER REQUIRED PROPOSAL FORMS:

- ☒ **PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES**
- ☒ **PROPOSAL FORM 4: CLEAN AIR AND WATER ACT**
- ☒ **PROPOSAL FORM 5: DEBARMENT NOTICE**
- ☒ **PROPOSAL FORM 6: LOBBYING CERTIFICATION**
- ☒ **PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS**
- ☒ **PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS**
- ☒ **PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295**
- ☒ **PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION**
- ☒ **PROPOSAL FORM 11: RESIDENT CERTIFICATION**
- ☒ **PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM**
- ☒ **PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**
- ☒ **PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**
- ☒ **PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT**
- ☒ **PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)**
- ☒ **PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**
- ☒ **PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION**
- ☒ **PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM**
- ☒ **PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT**
- ☒ **PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE**
- ☒ **PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM**

(The rest of this page is intentionally left blank)

PROPOSAL FORM 1: ATTACHMENT B – PRICING

Pricing should be entered in the attachment B Excel form provided in this RFP packet. Please reference Section 1, Part B, Instructions to Proposers, for more information on how to complete pricing.

(The rest of this page is intentionally left blank)

PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

Instructions:

Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response.

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

Evaluation Criteria	Question	Answer
Basic Information		
Required information for notification of RFP results	<i>What is your company's official registered name?</i>	Lion Electric Manufacturing USA Inc. (Lion)
	<i>What is the mailing address of your company's headquarters?</i>	3835 Youngs Road, Channahon, IL 60410
	<i>Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.</i>	Bianca Heroiu Director of Grants and RFP Bid.lion@thelionelectric.com 514-913-1033
Products/Pricing (30 Points)		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Pricing for all available products and services, including warranties if applicable	<i>Does the respondent agree to offer all future product and services at prices that are proportionate to contract pricing offered herein?</i>	Lion agrees to offer all future products and services at prices that are proportionate to the pricing offered originally with this bid.
	<i>Does pricing submitted include the required administrative fee?</i>	Lion's pricing offered with this bid does indeed include the 2% administrative fee.

	<i>Do you offer any other promotions or incentives for customers? If yes, please describe.</i>	Lion’s turnkey electric vehicle solution goes above and beyond what most other zero-emission vehicle manufacturers offer. Lion offers a key incentive to our customers by assisting with grant applications and project management to help fleets apply for subsidies. Lion has a Grant Team dedicated to assisting fleets with identifying and applying for grant funding opportunities the moment they become available. Our Grant Team continuously monitors local, state, and federal grants that are currently available and upcoming. The Grant Team will keep its customers updated on the latest developments in the zero-emission vehicle grant arena to prepare your company/agency to secure as many incentives as possible. This team’s founding principle is to assist fleets with grant applications to win them enough incentive funding to make their zero-emission fleet goals possible. To help fleets deploy Lion electric vehicles, the Grant Team discovers, leverages, and secures funding opportunities across all potential sources of financial support. Additionally, the Grants Team monitors various tax incentives that can become beneficial to customers after they acquire a school bus from Lion.
Ability of Customers to verify that they received contract pricing	<i>Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?</i>	Yes, all products, lines, and services with pricing being made available with this contract were provided in Attachment B Pricing Section.
	<i>Outline your pricing strategy provided in Attachment B. If utilizing a list price, please indicate where agencies can find the list and your methodology for determining that list price.</i>	Lion took the following into consideration when providing pricing in Attachment B for Equalis. 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 as options. Lion would like to point out that due to the staggering number of options or state regulations regarding school bus types, we have listed some options that you could use to customize your school bus. Lion can provide turnkey solutions for Equalis generated contracts. Therefore, it is important for customers to contact our dedicated salesforce to review what would best suit their needs regarding their state specifications. 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 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 the 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.
Payment methods	<i>Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments</i>	Lion will accept EFT payments or paper checks. Currently, credit card payments are not accepted. Customers will receive their invoice at the time of delivery. If a customer prefers to make payments via EFT – it will be a matter of Lion’s Accounting Department to provide the customer with the EFT information. Paper checks should be made out to The Lion Electric Co. USA Inc. and sent to 4522 Parker Avenue, Suite 350, McClellan Park, CA 95652. Envelopes should be addressed in the attention of Cerena Victory.
Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Performance Capability (25 Points)		
Ability to meet the defined scope	<i>Please provide a high-level overview of the products and services being offered</i>	Operating an EV dealership requires specialized training and skillsets that traditional dealerships typically do not possess. Lion has used its six years of real-world electric vehicle experience to build an impressive portfolio of

	<p><i>and how they address the scope being requested herein.</i></p>	<p>resources to establish an optimized procedure to maximize sales, reduce downtime for fleet clients, and meet local laws.</p> <p>A. LionEnergy</p> <p>Building on our unmatched experience deploying all-electric vehicles and charging infrastructure, Lion’s engineers and energy specialists have leveraged their knowledge and expertise to create LionEnergy, our answer to the charging infrastructure challenge that zero-emission fleets have been facing for years.</p> <p>LionEnergy was established for one reason: to solve the charging infrastructure problem by providing a turnkey solution that addresses each fleet’s unique charging needs. LionEnergy helps fleets identify and choose the optimal charging stations for their electric vehicles and can manage the countless elements involved in infrastructure installation. In LionEnergy, we bring together our partnership with charger manufacturers, our experience managing complex infrastructure projects, and our unparalleled track record of designing and deploying zero-emission medium- and heavy-duty vehicles to create the ultimate partner in the client’s charging infrastructure journey.</p> <p>The dedicated team of engineers and energy specialists that make up LionEnergy design, procure, and plan custom infrastructure solutions for fleets, combining chargers with electrical infrastructure such as transformers and distribution, distributed energy resource (DER) strategies, and vehicle-to-grid (V2G) technologies. Our expert staff understand what it means to bring power to vehicles in any situation and any environment. LionEnergy has created numerous innovative solutions to allow for charging station deployment in extremely hot environments, like parts of California where summer temperatures regularly soar above 100 °F, to extremely cold ones like Canada, where taiga and boreal winters see temperatures often drop well below 0 °F.</p> <p>LionEnergy does not manufacture charging stations, but rather leverages authorized reseller agreements with a number of charger manufacturers. Because each Lion zero-emission vehicle is equipped with an onboard smart charger, a “smart” charging station is not necessary for the strategic charging of any of our vehicles, which saves fleets money since these chargers tend to be more expensive than basic charger models. Our buses’ onboard smart chargers can automatically initiate charging at specific scheduled intervals, which will lower electricity costs for fleets that can charge their Lion vehicles during “off-peak” times.</p> <p>To date, LionEnergy has deployed charging stations all over the United States and Canada, including both alternating current (AC) chargers as well as direct current fast charging (DCFC) ones.</p> <p>LionEnergy’s management team, whose sole focus is optimizing the charging infrastructure journey for fleets, understands that it is important to initiate infrastructure discussions with the electric utility, charger OEM, electrician, and fleet early in the process. Charging station installation can take months from start to finish, especially for complex projects that involve large numbers of chargers. LionEnergy has the experience, skills, knowledge, resources, and relationships with critical stakeholders needed to smooth and expedite the infrastructure process. Our connections with utilities, agencies, and electricians across Canada/the US allow us to simplify this otherwise burdensome project that can present a challenge to even the most well-equipped fleets. LionEnergy also has a depth of expertise with environmental regulations that makes navigating the policy landscape of infrastructure installation much more manageable for our clients.</p>
--	--	---

		<p>With more than 600 electric vehicles on the road today, and many customers boasting dozens of our vehicles at their individual fleet sites, Lion understands the need for timely and tailored charging infrastructure to support the deployment of zero-emission vehicles at scale. This is why Lion has dedicated the LionEnergy team to managing every aspect of the charging infrastructure process, including identifying appropriate chargers, managing the installation with the local electric utility, and providing recommendations for fleets' long-term electrification plans. To ensure each customer's success, we always open the infrastructure conversation with the utility and all relevant project partners as early as possible. This initiative is driven by LionEnergy's guiding principles:</p> <p>Technical Capability • The LionEnergy team's technical capability has been proven over years of direct experience with medium- and heavy-duty electric vehicles and associated charging infrastructure. Our technology works — it is not a prototype, nor a test, nor an experiment, but a solution rooted in our knowledge, skills, and qualifications that make us an invaluable partner on any fleet's charging infrastructure journey.</p> <p>Proposed Solution • Lion understands that the client's main concern during the infrastructure process may be the efficiency and ease of electric vehicle charging, which can compromise vehicle uptime if handled incorrectly. LionEnergy will work tirelessly to build a solution that minimizes vehicle downtime caused by charging, which will allow your Lion vehicles to achieve optimal uptime. Our solution will make vehicle charging so efficient that it will help accelerate each clients transition to a fully zero-emission fleet.</p> <p>Lion's expertise with charging is not limited to infrastructure. We understand that our electric vehicles' battery packs are just as critical to consider in the charging equation. Lion's batteries are governed by a proprietary battery thermal management system (BTMS) and protected by multiple state-of-the-art safeguards to allow the batteries to adjust to lower and higher energy demands of each module. This ensures maximum lifespan, minimal degradation, and the longest range in the industry. It also secures vehicle performance by enabling the batteries to respond adequately to the demands of the vehicle. The LionC bus is equipped with an 800-volt lithium battery pack, which delivers range of up to 155 miles on a single charge. LionC charging time varies between 2.5 and 11 hours depending on the state of charge percentage that the battery was at when the bus was plugged in to the charging station and depending on the type of charger being used (Level II or Level III).</p> <p>B. LionBeat</p> <p>The LionBeat is our telematics fleet management software that is installed on all vehicles and that can be customized to meet the client's specific data collection and reporting needs. Once your LionBeat subscription has been activated, you can access your reports and real-time fleet data from any of your electronic devices.</p> <p>C. Experience Centers and R&D Centers</p> <p>Lion currently operates 6 Experience Centers across North America, including two located in Quebec (Saint-Jérôme and Terrebonne); two in California (Los Angeles and Sacramento); one in Seattle, Washington; and one in Jacksonville, Florida.</p> <p>Lion plans to open more Experience Centers in the coming years and is also working to establish two R&D centers across North America. Our Experience Centers function as service facilities, parts distribution warehouses, educational hubs, and sometimes even as Lion dealerships, as applicable to state/provincial law. Lion's Experience</p>
--	--	--

		<p>Centers serve as the headquarters for the BrightSquad, who can perform all customer vehicle maintenance and service needs with the tools and equipment housed within these Lion facilities. This means that our Experience Centers act as service centers where Lion vehicles can be brought for more intensive maintenance needs. These centers also function as final assembly staging grounds where newly manufactured Lion vehicles are sent for pre-delivery preparation and inspection before being shipped to their final customer destinations.</p> <p>Additionally, Lion's Experience Centers serve as parts distribution facilities for parts and inventory specific to Lion vehicles. We can ship parts from these centers directly to customer sites based on each client's needs.</p> <p>Lion takes EV awareness and education very seriously and invests in our customers' zero-emission vehicle knowledge by hosting Lion Customer Success Team training sessions not just at client sites, but also at our Experience Centers. Our expert staff take the time to educate more than just individuals in the fleet operations industry; they also organize training sessions for electric vehicle stakeholders such as community leaders, environmental activists, air quality agencies, local first responders and fire departments, and any other individuals or groups who may be interested in learning more about zero-emission vehicles. To this end, Lion's Experience Centers serve as dedicated hubs around which industry and community can come together to educate themselves about electric school buses.</p> <p>Besides our Experience Centers, Lion believes that R&D facilities are just as important for the continuous improvement of our zero-emission vehicle technology. Our team of over 300 engineers are exclusively devoted to the perfection of our EV design. To achieve this, our original Lion factory in Saint-Jérôme, Quebec, already functions as a research and development center. As we will manufacture our own batteries at our Mirabel battery factory, we will expand our existing R&D efforts to the design and development of the optimal battery technology for our vehicles. Lion is also considering establishing R&D at our Joliet, Illinois, plant. We may even open additional R&D centers across North America in the coming years. This commitment to research and development is evidenced by our unending quest to establish the state-of-the-art facilities necessary to achieve the perfect electric vehicle design.</p> <p>Lion will typically open an Experience Center where there is a significant volume (12+) of our vehicles in order to ensure that all our local customers experience a smooth, successful transition to electric. Having an Experience Center near multiple customer sites means we can provide ongoing service, parts, training, and support to these clients to help them achieve their fleet goals of deploying zero-emission vehicles.</p> <p>D. Parts Distribution Centers</p> <p>In addition to Lion's Experience and R&D Centers, we have also created a robust parts distribution system within our established network of Experience Centers to store parts that are proprietary to Lion electric vehicles. Lion primarily leverages tier 1 suppliers on all our major components, so it is possible to get most required parts at local service shops and parts stores. To best support our clients, we make sure that the original Lion factory, in Saint-Jérôme, has over 10 million parts in stock specifically tailored to our zero-emission vehicles. This makes it easy for us to ship parts covered by warranty or necessary for vehicle repairs in less than 48 hours on a typical basis. Lion's network of Experience Centers helps us send parts to our customers all over North America, regardless of their location. Otherwise, local third-party suppliers will have most of the non-proprietary parts required by clients performing their own Lion vehicle maintenance and/or service. Most of Lion's vehicle parts are non-proprietary.</p>
--	--	---

		<p>If Lion customers want to obtain warranty service for our electric vehicles, they can call toll-free at 1-855-546-6706, Monday through Friday, 8:00 a.m. to 5:00 p.m. Eastern Time, and our friendly department staff will address all their questions and needs. Lion has long-term relationships with critical electrical and non-electrical components suppliers and has used industry-standard parts to make maintenance easier for clients' in-house mechanics and technicians, as they are already familiar with these common components. Our well-established parts distribution network allows us to confidently say that our customers are always taken care of in a timely manner, especially since our zero-emission vehicle technology allows us to perform a variety of maintenance and repair tasks remotely.</p>
	<i>Provide the variations of bus and shuttle types along with associated fuel types offered.</i>	<p>LionA All-Electric Mini School Bus LionC All-Electric School Bus LionD All-Electric School Bus</p>
	<i>Describe any vehicle technology products or equipment you can provide.</i>	<p>Lion provides comprehensive support with every vehicle purchase from training to warranty. Our LionEnergy team can provide start-to-finish infrastructure support to help fleets navigate the complex process of deploying charging stations. The Lion Customer Success Team will train our client's fleet mechanics and technicians on the basics of EV maintenance and service to create a knowledgeable customer base that is comfortable working on electric vehicles. When data and reports need to be generated and shared, the LionBeat can simplify the process with real-time vehicle tracking and monitoring. And there to support our client's fleet throughout the entire lifetime of their Lion vehicles is the BrightSquad, ready to provide remote or in-person service and technical expertise at any moment. In the near future, Lion will also offer online Learning Modules with in-depth technical training and data, operational guides and videos, and other resources for our customers. There will be a fee for this service; however, this will represent a valuable resource for organizations deploying Lion all-electric buses and will not replace the detailed driver and mechanic training we offer with each bus purchase.</p>
	<i>States Covered - Respondent must indicate any and all states or geographies where products and services are being offered. If your services are limited to a certain area, please be specific on the area your services are provided.</i>	<p>The Lion Electric Co. USA Inc. is offering our products and services Nationwide.</p> <p>Lion's client list extends all over North America, in different states and provinces. 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 has in-house counsel that ensures that we satisfy all license and certification requirements to be able to sell nationwide. 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 examples of various licenses we currently hold in different states:</p> <p>USA</p> <ul style="list-style-type: none"> • California: Lion Dealer License, manufacturer License, Seller's permit • Washington: Lion Dealer License, manufacturer License • New Jersey: Third-party Dealer – HK Truck Center • New York: Third-Party Dealer – HK Truck Center • Texas: Third-Party Dealer – Master's <p>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.</p>
	<i>List the number and location of offices, or service centers for all states being proposed in solicitation</i>	<p>Our headquarters is in Saint-Jerome, Canada. 921 Chemin de la Riviere-du-Nord, Saint-Jerome, QC, Canada</p> <p>American Experience Centers</p>

		<p>Sacramento, CA 4522 Parker Avenue, Suite 350 McClellan Park, CA 95652</p> <p>Los Angeles, CA 905 Westminster Avenue, Unit D Alhambra, CA 91803</p> <p>Jacksonville, Florida 14353 N Main Street, Jacksonville, FL 32218</p> <p>Seattle, Washington 1620 Industry Drive, SW, Auburn, WA 98001-655</p> <p>Shakopee, MN 4000 Valley Industrial Blvd South, Shakopee, MN 55379</p> <p>Richmond, Virginia 909 Oliver Hill Way, Richmond, Virginia 23219</p> <p>Milton, Vermont 384 Route 7 South, Milton, Vermont, 05468</p> <p>Denver, Colorado 5347-5353 Sherman Street, Denver, Colorado, 80216</p> <p>Joliet Manufacturing Facility Joliet, Illinois 3835 Youngs Road, Channahon, IL 60410</p>
	<p><i>Outline any other capabilities not already addressed.</i></p>	<p>In terms of additional capabilities, Lion would like to highlight our electric air conditioning and electric heater and auxiliary heater.</p> <p>The air conditioning system on each Lion zero-emission school bus is extremely powerful at 95,000 BTU total. We use the ACT brand air conditioning system, and it has proven over the last six years of our real-world electric bus experience to be an effective and reliable method to cool the interior passenger cabin. Even in areas of extreme heat where summer temperatures regularly reach as high as 110 °F, our electric school buses have proven to be able to reach and maintain a cool interior temperature. Once the air conditioning system has been engaged, the time it takes to reduce interior temperature to 70 °F is minimal. Our end-users have even referred to our buses as “ice boxes” in the summertime.</p> <p>The electric heating system on Lion’s electric school buses was designed to warm the passenger cabin before the buses even start their daily routes. This works by allowing the heating unit to engage while the bus is still connected to the charging station. Thus, the heating system is able to warm the interior passenger cabin by drawing power directly from the charging station, which avoids any battery drain. Using this “preheat” method, the heating unit can increase the interior bus temperature and maintain it at 70 °F during rollout, regardless of the temperature at which the passenger cabin started. Lion has deployed many electric school buses in areas where winter weather regularly</p>

		<p>drops below freezing temperatures. However, with our buses' preheat ability, they can be warm and comfortable even in sub-zero weather. The preheat process can even be scheduled to automatically start on selected days and times. This means that the driver can pre-set the heating unit to engage while the bus is still charging, even hours before the driver boards. This way, there is no wait time between the driver engaging the preheat system (remotely/automatically) and the school bus being warm enough to begin rollout: the bus will already be maintaining a steady, comfortable temperature when the driver boards.</p> <p>Lion optionally offers an electric heating system that is required for zero-emission school buses in some states. In areas where this not mandated, customers can choose between electric heating system and the auxiliary heater detailed below. The following are characteristics of the electric heating system: Energy consumption of 4-6 kW per hour, preheat setting to warm the passenger cabin while bus is charging, and drawing energy from the grid through the charger.</p> <p>In addition to an electric heating unit, Lion also offers an 80,000 BTU fuel-fired heating unit from common brands such as Proheat and Spheros. This heater emits, on average, 2,238 pounds of CO2 per year, under the assumption that the fuel tank would be refilled about 4 times each year in extreme weather conditions. The tank contains approximately 10 to 25 gallons of fuel. This auxiliary heating system does not draw any range from the bus batteries</p>
Ability to meet defined safety specifications	<i>Outline how respondent addresses the specifications and safety standards defined by state, local, and/or federal requirements.</i>	Lion has the same streamline approach for all state specifications – starting with the review of existing specifications, then we implement specific requirements in our production line process for the requested market to ensure our school bus deliveries comply with all regulations. Additionally, internal reviews and administrative reviews are also completed – then finalized by engineering. This is an integrated process in our quality control process.
Response to emergency orders and maintenance repair/requests	<i>Describe the type of emergency orders or requests your organization typically receives and how you respond to those requests</i>	Lion receives service requests of all types, which include break-fix, maintenance, and service/diagnostic support. Clients have the option to file requests in three separate ways. Customers can e-mail, call, or complete a form on our website provided to clients during delivery. Once the ticket enters our system – the first thing that is looked at is when the request was submitted. If requests fall under our normal business hours; these requests are provided responses within 45-minutes. It is Lion's goal to deploy a technician within 24 hours to resolve all open tickets within 48 hours. Times will be dependent on the client location and the work needed to complete the service request. We also have available to our customers the dedicated Tech-Line with representatives available to work with client technicians to diagnose and repair vehicles while being guided by experts.
Customer service/problem resolution	<i>Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).</i>	<p>An investment in a Lion electric vehicle is not just an investment in Equalis' members long-term zero-emission fleet goals, it is also an investment in their staff's education and professional development as they learn to operate and maintain their new electric vehicles. Lion has a robust team of highly qualified experts who are equipped with the training, knowledge, and skills to answer all questions that your staff may have about their Lion vehicles.</p> <p>The BrightSquad is Lion's Mobile Technical Support Team, a network of EV experts qualified to provide in-person and remote technical assistance to all Lion customers, regardless of their location. Our zero-emission vehicles have remote access capabilities and onboard components that allow for easy troubleshooting and free software updates. This technology enables the BrightSquad not only to diagnose, but to solve issues remotely, thus reducing any</p>

		<p>possible vehicle downtime significantly. The BrightSquad can also travel to customer sites directly to perform in-person maintenance, service, and warranty work. In addition, Lion invests in our customers' EV training so that their in-house mechanics and technicians are comfortable performing specified vehicle maintenance procedures. For more information on the in-depth training Lion provides our clients, please see the Lion Customer Success Team section of our response on page xx.</p> <p>Lion's BrightSquad is equipped with tools and parts sourced at any of our Experience Centers across Canada/the US. If Lion does not have an Experience Center near a customer's site, Lion will work with local third-party service providers to reduce any vehicle downtime that may result from vehicle maintenance or service. For example, we work with local air conditioning repair shops and vehicle body shops when needed.</p> <p>It is part of Lion's philosophy to make sure that our clients have the training, knowledge, and skills to make the most of their Lion electric vehicles. But we also value the importance of providing outstanding customer service whenever our clients need help. If a customer's mechanics or technicians are unsure about anything relating to their Lion vehicle, they can call our customer support line toll-free at 1-855-546-6706, Monday through Friday, 8:00 a.m. to 5:00 p.m. Eastern Time, and Lion's specialists will answer all their questions. Our experts can even guide customers through the required process to perform specific vehicle maintenance items. Each of our service events and interactions is followed by a customer satisfaction survey that evaluates the work of our technicians, our responsiveness, and the quality of our service. For Lion, it is crucial to provide the best possible customer experience and learn from it so that we promote a company-wide culture of continuous improvement. We pride ourselves in having a response time of under a few hours and we resolve customer problems within 48 hours of their request, 94% of the time. These impressive statistics are evidence of Lion's dedication to the customer experience success structure.</p>
Financial condition of vendor	<i>Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters</i>	<p>For the three months ended September 30, 2022, revenue amounted to \$41.0 million, an increase of \$29.1 million compared to \$11.9 million for the three months ended September 30, 2021. The increase in revenue was primarily due to an increase in vehicle sales volume of 116 units, from 40 units (28 school buses and 12 trucks; 28 vehicles in Canada and 12 vehicles in the U.S.) for the three months ended September 30, 2021, to 156 units (108 school buses and 48 trucks; 140 vehicles in Canada and 16 vehicles in the U.S.) for the three months ended September 30, 2022. Revenues for the three months ended September 30, 2022 were impacted by continuing global supply chain challenges, which required the Company to delay the final assembly of certain vehicles and resulted in increased inventory levels.</p> <p>Our financial statement is available publicly via our website and can be found by visiting this link: chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://s27.q4cdn.com/902820926/files/doc_financials/2022/q3/Q3-2022-Financial-Statements.pdf</p>
	<i>What was your annual sales volume over last three (3) years?</i>	<p>Our annual sales volume is now public information and can be accessed here https://ir.thelionelectric.com/English/financials/quarterly-results/default.aspx.</p>
Contract implementation / Customer training	<i>Describe training or support you provide to help agencies understand how to utilize the spaces and technology equipment being installed.</i>	<p>Based on our experience deploying and servicing zero-emission vehicles across North America, Lion has developed the Lion Customer Success Team to provide a full schedule of classes to customers. We offer in-person training along with video trainings to as many individuals as necessary: drivers, operators, and other fleet professionals.</p> <p>Lion has created a customer training program that is tailored to each client's unique training needs. A few weeks before the delivery of your new Lion electric school bus/buses, Lion's Customer Success Team will reach out to schedule your fleet's first training when your vehicle/s arrive/s. At this time, the Customer Success Team will gauge</p>

		<p>your fleet’s exact learning needs: Would your members’ drivers like EV driver training? Does your fleet need a longer, more in-depth training session, or would you prefer a shorter, high-level training session? Based on your answers to these questions, Lion’s Customer Success Team will design a personalized training curriculum, customized to your member’s unique knowledge profile.</p> <p>On the day of your bus’s/buses’ delivery, the assigned Customer Success Team member will join you at your fleet site to provide essential vehicle training from the very first moment. This initial learning session will cover critical topics such as bus operation, energy-efficient driving techniques, driver controls, and owner’s manual review, just to name a few. A high-level training can be completed in as little as one hour, while a more in-depth training can last as long as 3 hours or more, depending on how much EV education the fleet would like to receive. Every Lion vehicle delivery has a Customer Success Team member present, even for returning customers. Our goal is to make your total fleet electrification journey as simple and effective as possible.</p> <p>If the client would like technical vehicle training, the dedicated Customer Success Team member can refer the fleet to one of our Technical Trainers, who will provide comprehensive service and maintenance education to the fleet’s in-house mechanics and technicians. This training can be offered in addition to the driver education already provided as part of the initial delivery package.</p> <p>The Lion Customer Success Team’s primary goal is to provide an overview of how zero-emission vehicles work at different comprehension levels based on the training audience’s existing knowledge. In most cases, electric buses are new for customers, and education is necessary to help bridge the knowledge gap from diesel to electric. That is why the Customer Success Team curriculum is focused on an interactive, hands-on learning experience that includes a bus walkthrough, step-by-step operational instructions, and a chance for the staff to ask as many questions as needed. Lion has found that when a wide range of individuals participate in these trainings, they are typically more receptive to this zero-emission technology and eager to learn how to operate, drive, and maintain these electric buses.</p> <p>Lion’s training curriculum is typically taught in-person at customer fleet sites, but can also be presented at any of Lion’s Experience Centers to ensure that our EV expertise is shared with all interested stakeholders, such as business officials, transportation professionals, air quality agencies, local first responders and fire departments, and other relevant parties. Trainings hosted at our Experience Centers tend to be longer, more in-depth sessions involving presentations, interactive bus demos, and safety lessons to ensure that the larger audience receives adequate instruction.</p> <p>From this initial training, the assigned Customer Success Team member will be dedicated to the fleet’s electrification journey. If at any time your drivers or operators have a question about their new Lion electric school bus/buses, even something as simple as, “What does this button do?” they can call your designated Customer Success Team member and promptly receive a helpful answer. This Lion representative will remain available to provide assistance as needed.</p>
History of meeting product and services timeline	<i>Outline the process for timeline for product delivery, invoicing and any other applicable capabilities not already addressed.</i>	Product delivery is initially discussed with the client when a Purchase Order is received. Depending on the needs of the client and if any options are requested, our dedicated salesperson will work with the client to ensure delivery needs are met. At the time of delivery, Lion intends to also provide the invoice as a part of the delivery package.
	<i>Describe the capacity of your company to provide management reports, i.e.</i>	At Lion, we have procedures in place to provide high-level reporting for other similar awards. Eligible agencies should mention Equalis when reaching out to one of our sales representatives, or any other department at Lion to ensure

Other factors relevant to this section as submitted by the Respondent	<i>consolidated billing by location, time and attendance reports, etc. for each eligible agency</i>	<p>the adequate reports are created. In an event of becoming and awarded vendor, multiple teams such as our sales, service, grants, accounting, etc. will be made aware and trained as per Equalis requirements – all teams will have the functionality to build reports for their respected teams. Also, existing processes can be amended or updated to accommodate any level of reporting required.</p> <p>For example: Quotes templates can be tailored for Equalis members, marketing material can be leveraged as incentives, and our different teams trained on procedures.</p>
	<i>Provide your safety record, safety rating, EMR and worker's compensation rate where available.</i>	<p>Lion does not currently have a safety rating or record available – however, should that change, it will be provided to Equalis. Lion is committed to maintaining the highest quality and safety standards throughout the vehicle production process to promote excellence in everything we do. Lion has a robust Occupational Health and Safety (OHS) department to establish safety procedures and communicate these with all employees. Our goal is not only to prevent accidents before they happen, but to create a culture of safety that permeates all our operations. Lion believes that each employee, regardless of the work they do, plays a vital role in achieving a safe work environment. That is why we have developed tools and procedures to prevent workplace accidents, injuries, and to promote a safe and healthy workplace. Our safe practices can be shared with Equalis at any time needed.</p> <p>Additionally, Lion recognizes that knowledge is power and that employees have a key part to play in preventing work-related incidents. That is why we have LionAcademy that offers safety training for our employees. This curriculum has been compiled by Lion's OHS department to ensure that employees have the necessary information, training, and supervision to perform their jobs safely. At Lion, we believe that safety is the responsibility of every employee, so we empower our staff with the knowledge to demonstrate sound safety practices, whether inside an office or on the assembly line.</p> <p>As we grow, Lion will continue to prioritize the safety of our personnel and look for ways to improve our operations for the benefit of our clients and employees. In the future, Lion will maintain our focus on safety procedures while conducting risk assessments to identify and eliminate potential hazards that can cause injury. These activities will help us achieve our goal of zero workdays lost due to accidents. Beyond producing innovative zero-emission vehicles, Lion is also invested in the wellbeing of our employees, from manufacturing to delivery. This commitment to a safer, healthier future means Equalis' members can choose Lion with confidence. Partnering with Lion demonstrates an unwavering commitment to safety.</p>
Qualification and Experience (25 Points)		
Respondent reputation in the marketplace	<i>Provide a link to your company's website</i>	https://thelionelectric.com/en
	<i>Please provide a brief history of your company, including the year it was established.</i>	<p>The Lion Electric Co. USA Inc. (Lion) appreciates the opportunity to submit a response to Equalis' RFP R10-1148 School Buses and Shuttles. Founded in 2008, Lion is the leading purpose-built, zero-emission medium and heavy-duty electric vehicle manufacturer in North America. With over 800 electric buses on the road today, a proven range of up to 155 miles on a single charge, and its ability to manufacture up to 2,500 electric vehicles annually, Lion stands out as the leader in the zero-emission commercial vehicle industry. Our technology is proven: our buses can meet the range needs of the majority of American school bus routes. Lion is capable of immediately supporting Equalis' member's electrification requirements with its team of experts who have unparalleled experience in electric bus deployments. Over a decade of knowledge, performance, and innovation have culminated in our dominance of this industry in which many other medium- and heavy-duty vehicle manufacturers are just now taking their first steps into the electric arena.</p>

		<p>Lion understands that the zero-emission journey is about more than just the vehicle. Fleets need not only a manufacturer, but a partner who can provide a complete, turnkey solution that will ensure their successful transition to an electric fleet. Lion is that partner:</p> <ul style="list-style-type: none"> ü Driving the charging infrastructure solution with LionEnergy ü Educating and training with the Lion Customer Success Team ü Tracking and reporting vehicle telematics with LionBeat ü Lighting the way to an excellent customer service experience with the BrightSquad <p>With over 1,300 individuals employed across North America, including approximately over 300 in engineering and R&D alone, Lion’s workforce specializes exclusively in zero-emission vehicle applications, making Lion one of the few OEMs to dedicate its production to purpose-built all-electric vehicles only.</p> <p>Because Lion school buses are deployed throughout North America, we are one of the only electric vehicle manufacturers that can confidently say that we have not experienced battery failure in any extreme weather conditions. From extremely cold climates (such as Quebec, Minnesota, and Massachusetts) to extremely hot (such as the Central Valley of California), Lion has only experienced up to 1% battery degradation yearly. Lion would not have been able to achieve such an impressive deployment territory without having an aggressive delivery record. Lion has one of the fastest delivery timelines in the industry. Over the past decade, we have built a team of experts in the all-electric vehicle industry who have unparalleled skills and knowledge, and they have made it possible for Lion to meet delivery deadlines and dominate the electric school bus market in North America. Each of our employees has experience in fleet electrification and brings unique talent in their respective field of expertise. The Lion team is ready to work with Equalis and its clients to deploy zero-emission school buses that meet your specific fleet requirements.</p>
Past relationship with Region 10 ESC and/or Region 10 ESC members	<i>Have you worked with Region 10 in the past? If so, what was the timeframe for that work?</i>	Lion was an awarded vendor for the previous School Bus agreement from 2020 – present.
Experience and qualification of key employees	<p><i>Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following:</i></p> <ul style="list-style-type: none"> <i>* Executive Support</i> <i>* Account Manager</i> <i>* Contract Manager</i> <i>* Marketing</i> <i>* Billing, reporting & Accounts Payable</i> 	<p>Executive Support: Marc-Andre Page, Vice President of Commercial Operations Marc-Andre Email: marcandre.page@thelionelectric.com Marc-Andre Phone: 450-432-5466 x 135</p> <p>Account Manager: Chris Vincent Chris Email: Chris.Vincent@thelionelectric.com Chris Phone: 450-432-5466</p> <p>Contract Manager: Bianca Heroiu, Director of Grants and RFPS. Bianca E-mail: Bianca.Heroiu@thelionelectric.com Bianca Phone: 514-913-1033</p> <p>Marketing: Josephine Allen, Director of Marketing Josephine Email: Josephine.Allen@thelionelectric.com Josephine Phone: 450-432-5466</p> <p>Billing and Reporting/Accounts Payable: Edith Rivest, Finance</p>

		Edith Email: edith.rivest@thelionelectric.com Edith Phone: 450-432-5466
Past experience working with the public sector	<i>What are your overall public sector sales, excluding Federal Government, for last three (3) years?</i>	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.
	<i>What is your strategy to increase market share in the public sector?</i>	As Lion continues to grow, we anticipate having sales force throughout the US where they will be uniquely positioned in different regions. Our sales force will be trained to work with public sectors to share the benefits of zero-emission school buses. With COVID restrictions becoming less of a roadblock, we plan on working tradeshow and meeting face-to-face with Superintendents to discuss our products. Lion's salesforce is solely focused on selling all-electric buses and we will support them as they work with different agencies to introduce EV and the Equalis contract.
Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors	<i>Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.</i>	The Lion Electric Co. USA Inc. has not been involved in any litigation, bankruptcy, or reorganization in the past.
Minimum of 5 public sector customer references relating to the products and services within this RFP	<i>Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name & title; city & state; phone number; years serviced; description of services; and annual volume</i>	<p>Client Name: Knox County R-1 School District Client Contact: Andy Turgeon – Superintendent Email: Aturgeon@knxr1.us SOW: Lion has deployed six Type-C Electric School Buses (LionC) to Knox County School District since 2020.</p> <p>Client Name: Oxford Community Schools Client Contact: Ann Weeden – Director of Transportation Email: ann.weeden@oxfordschools.org SOW: Lion has deployed two Type-C Electric School Buses (LionC) to Oxford Community Schools since 2019.</p> <p>Client Name: Zeeland Public Schools Client Contact: Aaron Nienhuis Email: anienhuis@zps.org SOW: Lion has deployed four Type-C Electric School Buses (LionC) to Zeeland Public Schools since 2020.</p> <p>Client Name: Twin Rivers Unified School District Client Contact: Timothy Shannon Email: timothy.shannon@twinriversusd.org SOW: Twin Rivers Unified School District is the 27th largest public school system in California and has been operating 14 Lion zero-emission buses since 2017.</p> <p>Client Name: White Plains Public Schools Client Contact: Joseph L. Ricca Contact Email: josephricca@wpcsd.k12.ny.us</p>

		<p>SOW: Lion has deployed 5 Type-C Electric School Buses (LionC) to White Plains Public Schools since 2018.</p> <p>Client Name: Keolis Client Contact: Steven Bradley Contact Phone: steven.bradley@keolis.ca SOW: Lion has deployed 14 Type-C Electric School Buses (LionC) to Keolis.</p>
Certifications in the Industry	<p><i>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</i></p>	<p>Please see our copy of current licenses, registrations, and certifications included with this response.</p>
Company profile and capabilities	<p><i>What best describes your position in the distribution channel? (Manufacturer, Authorized Distributor, Value-Add Reseller, Other</i></p>	<p>Lion is an Original Equipment Manufacturer.</p>
Other factors relevant to this section as submitted by the Respondent	<p><i>If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.</i></p>	<p>Not applicable</p>
	<p>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. These will be provided in the space provided in Form 6. No answer is required here.</p>	
MWBE Status and/or Program Capabilities (10 Points)		
MWBE status, subcontractor plan, and/or joint venture program	<p><i>Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone</i></p>	<p>Lion does not hold MWBE, SBE, DBE, DVBE, HUB, or HUBZone certifications.</p>
	<p><i>Do you currently have a diversity program in place, such as a Mentor Protégé Program or subcontractor program? If you have a diversity program, please describe it and indicate</i></p>	<p>No, Lion does not currently have a diversity program in place – but if one is implemented, we will share the information with Equalis. Please note that Lion has a clear nondiscriminatory hiring policy thoroughly implemented within our company which is clearly stated in our employee packages. At Lion, we hire the best person for the job, regardless of ethnic background, gender, disability, or other characteristics.</p>

	<i>whether you plan to offer your program or partnership through Equalis Group?</i>	
	Please attach any certifications you have as part of your response to Form 6.	
Good faith efforts to involve MWBE subcontractors in response	<i>Did your company contact MWBEs or minority chambers of commerce by telephone, written correspondence, or trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity and to determine whether any MWBEs were interested in subcontracting and/or joint ventures?</i>	Lion did not contact MWBE's or minority chambers of commerce by telephone to provide relevant information regarding in this opportunity. Lion is an original equipment manufacturer and if an opportunity to work with a MWBE presents itself for subcontracting, this information will be shared with Equalis.
Demonstrated ongoing MWBE program	<i>Outline your subcontractor strategy and efforts your organization takes to include MWBE subcontractors in future work, including but not limited to efforts to reach out to individual MWBE businesses, minority chambers of commerce, and other minority business and trade associations.</i>	If opportunities present itself where it is reasonable for Lion to work with a subcontractor that is MWBE or a minority chamber of commerce, our appropriate team members will reach out and introduce the opportunity. We have previously teamed up with the California Hispanic Chamber of Commerce to submit a proposal to deploy 50 heavy-duty, all-electric trucks in a disadvantaged neighborhood in Southern California. This opportunity was awarded and we are working diligently with all parties to start this honorable work.
Commitment to Service Equalis Group Members (10 Points)		
Marketing plan, capability, and commitment	<i>Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.</i>	<p>Our Marketing Team uses all social media platforms. The Lion Marketing Team leverages social media channels such as; 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 and tradeshow, to address general and detailed EV questions related to Lion products, charging infrastructure assistance, the Lion Academy, etc. As the leader in the 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.</p> <p>Specifically, for the points mentioned above, we can work with Equalis on joint promotional Material.</p> <p>We are happy to work with Equalis to provide the following marketing materials: A co-branded press release within first 30 days of award, announcement of award through any applicable social media sites, direct mail campaigns via our CRM system, co-branded collateral pieces, advertisement of contract in regional or national publications, and participation in trade shows if available.</p>
	<i>Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.</i>	Our sales force will be given an initial training on the contract and how-to-use Equalis when working with public agency clients. The initial meeting will be held shortly after award, and refresher meetings will happen quarterly to ensure ultimate success. Additionally, the sales force team is available to book meetings with our dedicated Grants Team if any questions arise regarding the contract outside of set meetings. Also, the sales force team has monthly meetings with our grants staff to discuss contracts and other offerings. It will be implemented into our monthly check-ins to discuss the Equalis contract and how to use it for public agency customers.
	<i>Acknowledge that your organization agrees to provide its company logo(s) to</i>	The Lion Electric Co. USA Inc. acknowledges and agrees to provide our company logo to Region 10 ESC and Equalis Group.

	<i>Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions</i>	
Ability to manage a cooperative contract	<i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i>	<p>Lion has full capacity to report monthly sales to Equalis Group. Lion looks forward to closely and transparently collaborating with our dedicated contract administrator to provide the reports.</p> <p>In order to capture all sales for the Equalis contract, our sales force team will confirm with their clients if they will be purchasing off the Equalis contract. The sales force team will ensure the client the choice to purchase off the Equalis contract is beneficial because of the tailored price specific to this platform. Also, our sales force will identify opportunities, build trust with prospective clients, and direct them when possible, to the Equalis contract 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.</p> <p>The moment a quote is issued, based on the client provided specifications, the Equalis contract ID will be indicated on the customer quote. Moving forward, 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.</p> <p>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 2% administrative fees incurred as part of the sale and send it to Equalis with all supportive documentation – such as the monthly reporting.</p>
	<i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i>	Lion currently has a contract with Sourcewell for School Buses and heavy-duty trucks.
Commitment to supporting agencies to utilize the contract	<i>If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.</i>	As mentioned, we have a dedicated Marketing Team that will ensure the success of this contract via various marketing tactics. We will utilize all social media platforms to run campaigns tailored to new and existing customers. Leads will be shared with our dedicated sales force to follow up and complete the next steps to ensure ultimate victory.
Other factors relevant to this section as submitted by the Respondent	<i>Provide the number of sales representatives which will work on this contract and where the sales representatives are located.</i>	<p>Our salesforce is growing, but as of February 24, 2023, we have a total of nine school bus representatives positioned throughout the US to support the needs of school bus sales. Please note that this list is subject to change.</p> <p>Chris Vincent: Director of Sales, USA-Wide</p> <p>Malinda Sandhu: Sales, Director of Business Development, California, Oregon, Washington, Idaho</p> <p>Mark Ondich: National Sales Manager, Texas, Nevada</p> <p>Alfonso Alvarez: National Sales Manager, Alabama, Arkansas, Louisiana, Missouri, Tennessee</p> <p>Brian Simmons: National Sales Manager, Florida, Georgia, North Carolina, South Carolina, Virginia</p> <p>Carissa Hanson: National Sales Manager, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont</p> <p>Karl Kramer: National Sales Manager, Iowa, Illinois, Kansas, Minnesota, Montana, North Dakota, Nebraska, South Dakota, Wisconsin, West Virginia</p> <p>Richard Lee: National Sales Manager, Mississippi, Oklahoma, Puerto Rico, Indiana, Kentucky, Michigan, Ohio</p> <p>Mark Tedesco: National Sales Manager, New Mexico, Wyoming, Utah, Colorado, Arizona</p>

PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES

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.

The following pages include our current licenses, registrations, and certifications.

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 "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

Certificate of Authorized Sales and Service Dealer

Lion Electric Manufacturing USA
Inc. hereby certifies that

MASTER'S TRANSPORTATION INC.

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



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

Signature

03/01/2023

Date



TheLionelectric.com



1-855-546-6706

Certificate of Authorized Sales and Service Dealer

The Lion Electric Company hereby certifies that

THE LION ELECTRIC CO. USA INC.

909 Oliver Hill Way, Richmond, VA, 23219, US

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



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

Signature

March 1st 2023

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



MOTOR VEHICLE DIVISION

MOTOR VEHICLE MANUFACTURER

LICENSE NO: 167481

LION ELECTRIC MANUFACTURING USA, INC.
2915 OGLETOWN RD
NEWARK, DELAWARE NEW CASTLE 19713-1927

EXPIRES: 12/31/2024 12:00:00 AM
PHYSICAL LOCATION:
3835 YOUNGS RD
CHANNAHON, ILLINOIS WILL 60410

THE PERSON NAMED ABOVE IS LICENSED AS A MOTOR VEHICLE MANUFACTURER FOR THE FOLLOWING LINES(S):

Lion Electric Manufacturing USA Inc. : BS-Bus, Lion Electric Manufacturing USA Inc. : HT-Heavy Truck

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

Monique Johnston

**Monique Johnston, Director
Texas Department of Motor Vehicles
Motor Vehicle Division**

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.



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


PROPOSAL FORM 4: CLEAN AIR 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 Electric Manufacturing USA, Inc.

Title of Authorized Representative: Vice President of Commercial Operations

Mailing Address: 3835 Youngs Road, Channahon, IL, 60410

Signature: 


PROPOSAL FORM 5: 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 Electric Manufacturing USA, Inc.

Title of Authorized Representative: Vice President of Commercial Operations

Mailing Address: 3835 Youngs Road, Channahon, IL, 60410

Signature: 

PROPOSAL FORM 6: 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.



Signature of Respondent

03/03/2023

Date

PROPOSAL FORM 7: 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.

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.



Signature of Respondent

03/03/2023

Date

PROPOSAL FORM 8: 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 Electric Manufacturing USA, Inc.

ADDRESS 3835 Youngs Road

Channahon, IL 60410

PHONE 855-546-6706

FAX 450-592-7566

RESPONDANT

Bianca Heroiu

Signature

Bianca Heroiu

Printed Name

Director of Grants and RFP

Position with Company

AUTHORIZING OFFICIAL

My

Signature

Marc-Andre Page

Printed Name

Vice President of Commercial Operations

Position with Company

PROPOSAL FORM 9: 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

PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION

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.

Does vendor agree? MAP
(Initials of Authorized Representative)

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.

Does vendor agree? MAP
(Initials of Authorized Representative)

PROPOSAL FORM 11: 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 Electric Manufacturing USA, Inc.	3835 Youngs Road	
Company Name	Address	City
Channahon, IL 60410		State
		Zip

PROPOSAL FORM 12: 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. 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 (3CFR 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. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree? MAP

(Initials of Authorized Representative)

13. 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)

14. 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 Electric Manufacturing USA, Inc.

Company Name



Signature of Authorized Company Official

Marc-Andre Page

Printed Name

Vice President of Commercial Operations

Title

March 3, 2023

Date

PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

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.

 _____ Signature of Respondent	 March 3, 2023 _____ Date
---	------------------------------------

PROPOSAL FORM 14: 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 Electric Manufacturing USA, Inc.

Street: 3835 Youngs Road

City, State, Zip Code: Channahon, IL 60410

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 François Duquette, an authorized representative of Lion Electric Manufacturing USA, Inc. 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.

Texte

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

Name	Address	Interest
Lion Electric Holding USA Inc.	2915 Ogletown Rd, Newark , DE, 91713	100%

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



Authorized Signature and Title

Secretary

March 3, 2023
Date

PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT

Company Name: Lion Electric Manufacturing USA, Inc.

Street: 3835 Youngs Road

City, State, Zip Code: Channahon, IL 60410

~~State of New Jersey~~

~~County of~~ Province of Quebec, Canada

I, Marc-Andre Page of the Saint-Jerome
Name City

in the County of Province of Quebec, State of Canada of full
age, being duly sworn according to law on my oath depose and say that:

I am the V-P Commercial Operations of the firm of Lion Electric Manufacturing USA Inc.
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.

I 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

Lion Electric Manufacturing USA Inc.
Company Name

V-P Commercial Operations
Authorized Signature & Title

Subscribed and sworn before me

this 3 day of March, 20 23

Audrey Tardif

~~Notary Public of New Jersey~~ Commissioner of Oaths
My commission expires 03-31, 20 23

SEAL



PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: Lion Electric Manufacturing USA, Inc.

Street: 3835 Youngs Road

City, State, Zip Code: Channahon, IL 60410

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)* _____

This will be furnished at the time of award.

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* _____

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



Authorized Signature and Title

3/3/2023

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,

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).

Signature of Procurement Agent

PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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).

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 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:

1. any State, county, or municipal committee of a political party
2. any legislative leadership committee*
3. any continuing political committee (a.k.a., political action committee)
4. 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:

5. 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
6. all principals, partners, officers, or directors of the business entity or their spouses
7. any subsidiaries directly or indirectly controlled by the business entity
8. 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:	Lion Electric Manufacturing USA, Inc.		
Address:	3835 Youngs Road		
City:	Channahon	State: IL	Zip: 60410

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-Andre Page

VP of Commercial Operations

Signature

Printed Name

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)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

Page ____ of ____

Vendor Name:

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

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 Clerk

Sheriff

{County Executive}

Surrogate

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 A COUNTY-BASED, CUSTOMIZABLE FORM.

PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Lion Electric Manufacturing USA Inc.

☒ 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: Lion Electric Holding USA Inc.	Name:
Home Address: 2915 Olgetown Rd., Newark, DE, 19713	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this <u>3</u> day of <u>Mars</u> , 2023	
(Notary Public) Commissioner of Oaths My Commission expires:	 (Affiant) <u>Francois Duquette, Secretary</u> (Print name & title of affiant) (Corporate Seal)



PROPOSAL FORM 19: GENERAL TERMS AND 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 additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(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.)

In this RFP, it is requested to provide the 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 this effect?

PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT

Requirements for Master Agreement To be administered by Equalis Group

Attachment A, Equalis Group Administrative Agreement is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response.**

- ☐ Respondent agrees to all terms and conditions outlined in each of the Administration Agreement.
- ☒ Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE

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).)

03/03/2023

Date



Authorized Signature & Title

PROPOSAL FORM 22: VENDOR CONTRACT AND 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.

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name Lion Electric Manufacturing USA, Inc.
Address 3835 Youngs Road
City/State/Zip Channahon, IL 60410
Telephone No. 855-546-6706
Fax No. Not Available
Email address bid.lion@thelionelectric.com
Printed name Marc-Andre Page
Position with company Vice President of Commercial Operations
Authorized signature 

Term of contract May 1, 2023 to April 30, 2026

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) 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 _____



Did you sign the vendor contract and signature form? **If not, your Proposal will be rejected.**

Region 10 will negotiate any exceptions and both parties will agree upon which exceptions will be accepted or altered before the Region 10 board votes to accept or reject the proposals.

LIONA

Technical Specifications*



All-Electric
Mini School Bus

 **LION ELECTRIC**

WEIGHT & DIMENSIONS

Vehicle Length	795 cm
Vehicle Width	241 cm
Vehicle Height	282 cm
Wheelbase	363 cm
Gross Vehicle Weight Rating (GVWR)	10,138 kg
Capacity	Up to 24 passengers

ELECTRIC POWERTRAIN

Top Speed	95 km/h
Maximum Power	160 kW • 215 HP
Maximum Torque	1 200 NM
Ranges	120 - 240 km
Battery Capacities	84 - 168 kWh
Motor & Inverter	SUMO LD • Dana TM4
Transmission	Direct drive No transmission
Charging Types	Level III (DC) - CCS Combo & Level II (AC) - J1772
Level II - Charging Time	
19.2 kW	3.4 - 8.75 hours
Level III - Charging Time	
24 kW	3.5 - 7 hours
50 kW	2 - 3.5 hours

CHASSIS

Front Axle	4,164 kg
Rear Axle	5,973 kg
Suspension	
Standard	Spring suspension
Optional	LiquidSpring suspension
Braking	Hydraulic disc brakes

* SPECIFICATIONS ARE SUBJECT TO CHANGE.

thelionelectric.com

LIONC

Technical Specifications*

WEIGHT & DIMENSIONS

Vehicle Length	473 in.
Vehicle Width	96 – 102 in.
Vehicle Height	122 in.
Wheelbases	278 in.
Gross Vehicle Weight Rating (GVWR)	Up to 31,000 lb
Capacity	Up to 77 passengers

ELECTRIC POWERTRAIN

Top Speed	60 mph
Maximum Power	250 kW • 335 Hp
Maximum Torque	2,500 Nm • 1,800 ft-lb
Ranges	100 – 125 miles
Battery Capacities	126 – 168 kWh
Motor & Inverter	SUMO MD • Dana TM4
Transmission	Direct drive No transmission
Charging Types	CCS Combo

Level II - Charging Time

19.2 kW	6.5 – 11 hours
---------	----------------

Level III - Charging Time

24 kW	5 – 9 hours
50 kW	2.5 – 4.25 hours

CHASSIS

Front Axle	Up to 10,000 lb
Rear Axle	Up to 21,000 lb
Suspension	Standard Optional
	Spring suspension Rear air ride
Braking	Standard Optional
	Hydraulic disc brakes Air brakes

* SPECIFICATIONS ARE SUBJECT TO CHANGE.



All-Electric Type C
School Bus

 **LION ELECTRIC**

thelionelectric.com

LIOND

Technical Specifications*

WEIGHT & DIMENSIONS

Vehicle Length	473 in.
Vehicle Width	102 in.
Vehicle Height	122 in.
Wheelbase	Up to 252 in.
Gross Vehicle Weight Rating (GVWR)	Up to 37,000 lb
Capacity	Up to 83 passengers

ELECTRIC POWERTRAIN

Top Speed	60 mph
Maximum Power	250 kW • 335 HP
Maximum Torque	2,500 Nm • 1,800 ft-lb
Ranges	100 – 125 – 155 miles
Battery Capacities	126 – 168 – 210 kWh
Motor & Inverter	SUMO MD • Dana TM4
Transmission	Direct drive No transmission
Charging Types	Level II (AC) – J1772 & Level III (DC) – CCS Combo
Level II – Charging Time	
19.2 kW	6.5 – 11 hours
Level III – Charging Time	
24 kW	5 – 9 hours
50 kW	2.5 – 4.25 hours

CHASSIS

Front Axle	Up to 16,000 lb
Rear Axle	Up to 21,000 lb
Suspension	
Standard	Rear air ride
Braking	
Standard	Air brakes

* SPECIFICATIONS ARE SUBJECT TO CHANGE.



All-Electric Type D
School Bus



thelionelectric.com

June 2021

Lion Limited Warranty

School buses – Shuttles – Trucks



Lion Limited Warranty

School buses – Shuttles – Trucks

Table of contents

Limited Warranty2

Warranty coverage2

Warranty Holder.....3

Exclusion3

Limit to damages.....4

Limit to implied warranties4

Claim.....4

Claim procedure5

Responsibility5

Application of the law.....5

Recourse6

Service6

Appendix7

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.

Lion Limited Warranty

School buses – Shuttles – Trucks

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, 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;

Lion Limited Warranty

School buses – Shuttles – Trucks

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.

Lion Limited Warranty

School buses – Shuttles – Trucks

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;
- 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.

Lion Limited Warranty

School buses – Shuttles – Trucks

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.

November 2022

Standard Limited Warranty

High-Voltage Battery System



Standard Limited 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 Warranty.

Lion's Standard Limited 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.

"Total Throughput" is defined as the energy a battery Pack accumulates and discharges over time. Total Throughput includes ⁽ⁱ⁾ energy accumulated through charging and regenerative braking, ⁽ⁱⁱ⁾ energy discharged while powering the propulsion system and the auxiliary systems and ⁽ⁱⁱⁱ⁾ energy accumulated or discharged through the use of a bi-directional charger. The Battery Management System (BMS) tracks and reports total throughput through telemetry at the Pack level.

Limited Warranty Coverage Periods:

65% of Initial Usable Capacity:	8 years
Maximum Total Throughput per Year:	20,000 kWh per Pack

The warranted usable capacity at eight (8) years will be at least 65% of initial usable capacity of the Pack, based on a maximum Total Throughput per year of 20,000 kWh per Pack.

Standard Limited 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.

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, if not connected to a charging station
- Exposing the Battery to direct flame
- Immersion of the Battery in liquid or infiltration of liquid in 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
- The selection of non-approved charging equipment can result in voided warranty coverage of many high-voltage components on the vehicle (see appendix)

Standard Limited Warranty

High-Voltage Battery System

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

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

Standard Limited Warranty

High-Voltage Battery System

Appendix

Approved Charging Equipment manufacturers

Connecting a Lion vehicle to a charging point that does not appear on the list attached to the present warranty may void the coverage of the present warranty. Lion highly recommends selecting a charger from the below list of compatible charging equipment Manufacturer. Otherwise, Lion cannot guarantee full compatibilities and functionalities for a non-listed charging OEM.

Although, Lion understands the need for customers to use public charging infrastructure and recommends the use of all major public charging network that use Tier 1 charging OEMs as reflected in the appendix.

The attached list may be amended and varied from time to time at Lion's discretion by notification to the customer or by publication on its website www.thelionelectric.com. All requests of compatibility and interoperability require Lion to conduct an engineering project in order to certify the use of a new charging point. Timeline for certification will be established on a case-by-case basis for each request and may be at the cost of the client.

Standard Limited Warranty

High-Voltage Battery System

Appendix

List of Compatible Chargers

ABB

- Terra DCWB 24 kW 1ph (208V/240V input voltage)
- Terra DCWB 24 kW 3ph (480V input Voltage)
- Terra 54, 50 kW DC
- Terra 94, 90 kW DC
- Terra 124, 120 kW DC
- Terra 184, 180 kW DC
- Terra HP 175/350 kW

Blink

- IQ200, 19.2 kW AC

BTC Power

- 100 kW DC Fast Charger, Model L3R-100-480

ChargePoint

- Express 250, 62.5 kW DC

ClipperCreek

- HCS-50, 9.6 kW AC

Delta

- Wallbox 24 kW DC

FLO | AddÉnergie

- Smart DC 50 kW,
* compatible with LionC and Lion6 vehicles only.
- FLO Home G5, 7.2 kW AC
- FLO CoRE+ Max 19.2 kW AC

Nuvve

- PowerPort, 19.2 kW AC
- DC Heavy Duty Charging Station, 60 kW DC

Tritium

- RT50, 50 kW DC,
* compatible with LionC and Lion6 vehicles only.

List of Compatible Charging Networks:

- Electrify Canada
- Electrify America
- ChargePoint
- FLO | AddÉnergie
- Electric Circuit
- Énergie NB Power

Chargers Currently Undergoing Tests for Compatibility:

Blink

- 30 kW DC

Power Electronics

- 24 kW DC
- NB Depot 150 kW DC

Siemens

- SiCharge UC, modular charging system

Tellus Power Green

- 30 kW DC
* compatible with LionC and Lion6 vehicles only.
- 60 kW DC

Note: AC charging stations are compatible with Lion vehicles that have an onboard charger.

Warranty quick reference guide

June 2021

LIONA



 **LION ELECTRIC**

WARRANTY QUICK REFERENCE GUIDE – LIONA 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 bus 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.
100% Parts and Labor

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

Note: Mounting brackets and bolts for above items

EXTENDED WARRANTY

Steer and Drive axles
100% Parts and Labor

Steer Axle 5 years 804,672km/500,000mi.

MERITOR steer axle, with a capacity of 10,000 lbs or less (MFS10)

(Tie rod and tie rod ends incl.)

(Wheel seals, gaskets and wheel bearings, excl. 12 months/unlimited mileage)

Drive Axle 24 months km/mi unlimited

DANA drive axle, drive axles, with a capacity of 15,000 lbs or less (S16-130)

(Input, output and pinion seals incl.)

(Axle shaft flange gasket excl. 12 months unlimited mileage)

WABCO ABS module, SmartTrack, applies to Wabco electric module
(36 months or 482 803km/300,000mi)

EXTENDED WARRANTY (next)

Steering oil tank	Lifetime limited warranty
Child check mate system	60 months — 100% Parts only
Wheels (RIM)	60 Months —100% Parts and Labor
Suspension (Liquid Spring)	36 months or 80,467km / 50,000mi
Wheelchair ramp and lift system (<i>Braun Ability</i>) (Optional)	36 months or 10,000 cycles, labor repairs during first 12 months or 3,000 cycles
HVAC Air Conditioning System (ProAir)	36 Months unlimited millage — 100% Parts and Labor
HVAC Heating System (Spheros)	24 Months unlimited mileage — 100% Parts and Labor. (Spheros – Coolant pump incl.)
Multiplex Module with cluster (Actia)	24 Months or 38,624km/24,000mi — 100% Parts and Labor
DC/DC converter	24 Months unlimited millage — 100% Parts only
Radiator	24 Months unlimited millage — 100% Parts only
Water pump HVAC (EMP)	24 months — 100% Parts only

CAB PAINT

12 Months or 160,000 km/100,000 mi.
100% Parts and Labor

Excludes

Paint chip and/or fade

FRAME PAINT

Frame Paint (Black Only) :

12 Months or 160,000 km/100,000 mi.
100% Parts and Labor

Excludes

Paint chip and/or fade

FRAME PAINT

Frame Paint (Except Black) :

6 Months or 80,000 km/50,000 mi.
100% Parts and Labor

Excludes

Paint chip and/or fade

90 DAYS WARRANTY

90 Days or 40,000 km/25,000 mi.

Includes

Adjustments related to vibrations, squeaks, unusual noises, rattles, fitting and hoses leaks, loose bolts, electrical connections

POWER TRAIN COMPONENTS WARRANTY (TM4)

60 Months or 160,000km/100,000mi
100% Parts and Labor

TM4, Applies to Electric Propulsion System, electric Motor (SUMO LD), electric control system (MCU/CO-150), Vehicle management unit (neuro)

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

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

Batteries 400V-800V

See Standard Limited and Extended Warranty document

NON-WARRANTABLE

Due to functions or acts

Any vehicle on which the odometer has been altered

Any vehicle that has been altered or modified in a manner unauthorized by Lion

Add-on aerodynamic devices

All equipment installed out of production

Damage due to accidents

Diagnostic and road-test

Environment

Impact

Improper or insufficient maintenance service

Improper operation/misuse

Overtime labor

Negligence

Storage

Transport

Towing and road calls (other than Lion)

Note: This list is NOT to be construed as all inclusive

Note: Lion assumes no responsibility for wear and/or deterioration of all parts or change in adjustment as a result of normal service

Warranty Quick Reference Guide

November 2022

LIONC



 **LION ELECTRIC**

WARRANTY QUICK REFERENCE GUIDE – LIONC ONLY

This list is **NOT ALL INCLUSIVE**. This is an itemized list of the components and/or items used in the assembly of a Lion vehicle and their level of warranty coverage. Refer to the *Lion Warranty Limited* document for more information.

BASIC WARRANTY

12 Months or 160,000 km/100,000 mi.
100% Parts and Labor

Aerodynamic devices Air compressor Air tanks and air valves All pumps and tanks Antenna Battery 12-24 V BTMS (battery temperature management system) Bumper Cab heater and ducts Charging port	Cluster Coolant pipes (excl. hoses, collars, clamps, etc.) DC/DC converter Door latches, hinges and lock Door pads and soft trim Exterior composite body Frame paint Frame side rails and crossmembers Fuse box HVAC system	Horn Hoses and fittings Interior lamps (excl. bulbs) Low voltage and high voltage harnesses Mirrors Mud flaps Pedal and throttle control Radio Relays, solenoids and timer Sound generator Speakers	Steering assembly, including: <ul style="list-style-type: none">- column- motor- pump- steering wheel Sunshades Suspension assembly (front & rear) Wheels Window lift and motor Windows and windshield Wiper arm assembly and motor Wiring and connectors (400 V)
---	--	---	--

OTHER WARRANTIES

Hendrickson steer axle	10 years or 1,600,000 km/1,000,000 mi.
Dana drive axle and shaft	24 months – Unlimited mileage
WABCO ABS module, controls and SmartTrac	36 months or 482,803 km/300,000 mi.

CHASSIS (FRAME RAILS & CROSSMEMBERS) CORROSION WARRANTY

36 Months — Unlimited mileage

Corrosion warranty applies to perforation, meaning an actual hole in a frame rail or crossmember due to corrosion.

Warranty does not apply on corrosion due to modifications/drilling of the frame or impacts to the frame.

BREAK-IN ITEMS

90 Days

Inclusions:

Adjustments related to vibrations, squeaks, unusual noises, rattles, fitting and hoses leaks, loose bolts, electrical connections.

CHARGING COMPONENT WARRANTY

12 Months — Unlimited mileage

Onboard charger, charger port and cable.

POWER TRAIN COMPONENT WARRANTY

60 Months or 160,000 km/100,000 mi.

100% Parts and Labor

Applies to the electric motor (SUMO MD), electric control system (MCU/CO200), and vehicle management unit (VMU).

Note: Phase and encoder cables have a 12-month, unlimited mileage warranty.

400 V Batteries

See *Standard Limited Warranty High-Voltage Battery System* document.

NON WARRANTABLE DUE TO WEAR, IMPACT OR DETERIORATION			NON WARRANTABLE Due to functions or acts
Aluminium, chrome or stainless steel	Filter elements	Suspension pins and bushings	Any vehicle on which the odometer has been altered
Anti-freeze solution	Floor cover	Tires	Any vehicle that has been altered or modified in a manner unauthorized by Lion
Axle and/or wheel alignment	Frame paint (chip or fade)	Towing equipment	Add-on aerodynamic devices
Belts	Fuses, breakers and relays	Vehicle theft alarm	All equipment installed out of production
Brake discs and pads	Gel coat (cracks)	Window and windshield	Damage due to accidents
Cab filters	Headlights and light bulbs (other than LED)	Wiper blades	Diagnostic and road test
Calipers	Hood	Wheels	Environment
Electric connections	Mud flaps		Impact
Exhaust piping, fitting and clamps	Reflectors		Improper or insufficient maintenance service
	Seat covers		Improper operation/misuse
			Overtime labor
			Negligence
			Storage
			Transport
			Towing and roadside assistance which have not been authorized by Lion Electric Co

Note

- Lion assumes no responsibility for wear and/or deterioration of parts or change in adjustment as a result of normal service.
- These lists are indicative only and non exhaustive.

Warranty Quick Reference Guide

December 2022

LIOND



 LION ELECTRIC

WARRANTY QUICK REFERENCE GUIDE – LIOND ONLY

This list is **NOT ALL INCLUSIVE**. It is an itemized list of the components and/or items used in the Lion vehicle assembly and their warranty coverage. Refer to the **Lion Limited Warranty** for more information.

BASIC WARRANTY

12 Months or 160,000 km/100,000 mi.
100% Parts and Labour

Aerodynamic devices (skirts and luggage compartments)	Electrical heating components (passenger compartment)	MD interface	Steering assembly includes:
Air tanks and valves	Engine mounts (SUMO MD)	Mirrors	- column
Antenna	Fuel tanks, straps, cap and vent	Motor and air compressor (Gardner)	- drag link
Bumper	Fuel sender	Motor controller (Sevcon)	- motor
Cab heater and ducts	Fuse box	Mud flap brackets (excl. mud flaps)	- pitman arm
Cab switches and gauges	Hoses and fittings (air)	Pedal and throttle control	- pump (Settima)
Coolant pipes (excl. hoses, collars, clamps, etc.)	Hood:	Power steering box assembly (TRW)	- steering wheel
Door locks (emergency doors)	- latches	Power steering reservoir	Sunshades
Door opening mechanism	- shocks	Radiator and fan	Water pump – major electrical components
Operator's seat (air):	- hinges	Radio and speakers	Windshield washer pump, mechanism and tank
- frame	Horn	Seatbelts and mechanism	Wiper arm assembly and motor
- mechanism	Hydraulic chair lift	Shift/speed control	Windows
- seat	Interior lamps (excl. bulbs)	Low speed sound generator	
	MC controller		

Mounting brackets and bolts for above items

OTHER WARRANTIES

Hendrickson steer axle	5 years or 804,672 km/500,000 mi.
Dana drive axle	24 months — unlimited mileage
WABCO ABS module, controls and SmartTrac	36 months or 482,803 km/300,000 mi.

CHASSIS (FRAME RAILS AND CROSSMEMBERS) CORROSION WARRANTY

36 Months — Unlimited Mileage

The warranty applies to holes in the frame rail or the crossmember caused by corrosion.

The warranty does not apply to corrosion caused by a frame that has been modified, drilled or impacted.

CHARGING COMPONENT WARRANTY

12 Months — Unlimited Mileage

Onboard charger, charger port and cable.

BREAK-IN ITEMS

90 Days

Inclusions:

Vibrations, squeaks, unusual noises and rattles.

POWER TRAIN COMPONENT WARRANTY

60 Months or 160,000 km/100,000 mi.

100% Parts and Labour

Applies to electric motor (SUMO MD) and electric control system (MCU/CO200).

400 V — 800 V BATTERIES

See *Standard Limited High-Voltage Battery System Warranty*.

NON WARRANTABLE Wear and Deterioration			NON WARRANTABLE Functions or Acts
Aluminium, chrome or stainless steel	Filter elements	Suspension pins and bushings	Any vehicle with an altered odometer
Anti freeze solution	Floor cover	Tires	Any vehicle that has been altered or modified in a manner unauthorized by Lion
Axle and/or wheel alignment	Frame paint (chip or fade)	Towing equipment	Add-on aerodynamic devices
Belts	Fuses, breakers and relays	Vehicle theft alarm	All equipment installed out of production
Brake discs and pads	Gelcoat (cracks)	Window and windshield	Damage due to accidents
Cab filters	Headlights and light bulbs (other than LED)	Wiper blades	Diagnostic and road test
Calipers	Hood	Wheels	Environment
Electrical connections	Mud flaps		Impact
Exhaust piping, fitting and clamps	Reflectors		Improper or insufficient maintenance service
	Seat covers		Improper operation/misuse
			Overtime labour
			Negligence
			Storage
			Transport
			Towing and road calls (other than Lion)

Note

- Lion assumes no responsibility for wear and/or deterioration of parts or change in adjustment as a result of normal service.
- These lists are NOT all inclusive.
- The wheelchair lift component warranty and process are covered directly by the manufacturer BraunAbility.