

**REQUEST FOR PROPOSALS (“RFP”)
FOR PURCHASE OF UP TO 300
HEAVY DUTY CLASS-8 BATTERY ELECTRIC TRUCKS (“BETS”)
RFP No. WATTEV-26/001**

Prepared by:



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RFP Schedule:

Initial Publication:	January 5, 2026
Deadline for questions from Q- OEMs:	January 20, 2026, 5 pm
Q&A Publication:	January 27, 2026
Addendum Publication (if any)	January 30, 2026
Proposal Due (Final Submission Date):	February 6, 2026, 5 pm
Announcement of Selection:	February 20, 2026
Anticipated Contract Date:	February 27, 2026

RFP Website: <https://wattev.com/rfp-bets/>

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- Certificate D: Iran Contracting Act of 2010 Compliance Affidavit

1 INTRODUCTION

WATTEV Inc. (“WATTEV”) is a leader in the electrification of heavy-duty transport. It develops, owns, and operates charging infrastructure on freight corridors and uses an expanding fleet of BETs for electrified freight services. WATTEV was selected as a subrecipient by the Port of Oakland (“Port”) in connection with the Port’s award under the Clean Ports Program’s Zero-Emission Technology Deployment Competition with grant number 97T26001 (“Port Award”).

WATTEV has initiated this Request For Proposals (“RFP”) process to procure from original equipment manufacturers (“OEMs”), in part with federal funds, up to 300 Class 8 battery-electrical trucks (BETs) for the purpose of leasing the acquired BETs to licensed carriers. This RFP is issued under 2 CFR Part 200, Subpart D (specifically, 2 CFR 200.320[b][2]), and is for procurement in compliance with Applicable Law (as defined herein), including under WATTEV’s federal subaward.

OEMs proposal must provide (a) BET specifications, (b) pricing details, (c) duration and terms of the warranty for the BETs and (d) all other requirements specified in this RFP including an optional extended 5-year warranty and maintenance program after the end of standard warranty. OEMs are also encouraged, but not required, to provide a 5-year financing for up to 40% of the cost of the BETs directly or through their affiliates, with specified financing rates and thresholds.

Expectations for specifications and performance criteria, and other expectations for the offering are provided in Section 4 of this RFP.

In addition to the ability to deliver the BETs provided for in this RFP on the terms specified herein, WATTEV is seeking to form a long-term partnership with the selected OEM(s).

2 GENERAL

1. Definitions: For the purposes of this RFP, the terms “Proposer”, “Respondent”, “Offeror”, “Bidder” means the individual or firm submitting a response to this solicitation. “OEM”, “Contractor”, “Vendor”, or “Provider” means a firm selected for award of a contract by WATTEV and enters into a “Master Agreement” that includes General, Special and Technical Specifications and all Appendices attached thereto, and all addenda and modifications thereto issued prior to the award for the purchase and delivery of the BETs. The words “truck” or “Truck” as used herein refers to BET.

2. Contract Documents. The Contract Documents in priority order consist of the Federal and State Clauses, this Request for Proposals dated January 5, 2026, the Master Agreement including terms of warranty and extended warranty; the Respondent’s Proposal, including the required certifications and RFP Forms as identified herein as if attached to the Contract or repeated therein.

3. Compliance With Laws. The selected OEM will be required to comply with all applicable federal, state and local laws, as well as administrative or judicial decisions interpreting the foregoing, and executive orders, policies, procedures, and directives, including specifically 2 CFR Parts 200 and 1500, as specified in the federal subaward (which flows down the award terms applicable to WATTEV to its contractors), as it may evolve during the term of this procurement and the subaward (collectively, “Applicable Law”). An initial list of flow downs under Applicable Law is provided in **Attachment A: Required Flow Down Terms and Conditions for Contract**. Respondents are required to confirm

compliance with terms of Attachment A by returning a signed copy with their proposal. The signed copy of Attachment A will become part of the Contract Documents. Proposals without signed copy of Attachment A could be rejected.

4. Master Agreement. The proposal shall include OEM's proposed Master Agreement under which OEM can make timely deliveries of BETs to WATTEV based on incremental purchase orders issued for deliveries starting no later than July 1, 2026 and ending no later than June 30, 2028. The Master Agreement shall include terms, conditions and certifications necessary to establish OEM's compliance with Applicable Law (refer to **Attachment A: Required Flow Down Terms and Conditions for Contract** and **Attachment B: Purchase Order Terms**). Where the terms and conditions of the Master Agreement conflict with the provisions herein, the provisions herein will prevail.

5. Public Records Act. Under the California Public Records Act (Gov. Code § 7920.000 et seq.), WATTEV may be obligated to make available to the public the submitted Proposal and all correspondence and written questions submitted during the Request for Proposal process.

If Respondent believes portions of its Proposal contain trade secrets or proprietary technical or financial information that should be exempt from disclosure under the Public Records Act, Respondent shall submit a separate copy of its entire Proposal with the protected material redacted with black boxes, with each redaction specifically marked as "CONFIDENTIAL." Such a separate copy shall not constitute the Proposal, but shall be used, if needed and appropriate, in response to an applicable Public Records Act request. If Respondent does not submit such a separate redacted Proposal, Respondent shall be deemed as not claiming that any portion of its Proposal contains trade secrets or proprietary technical or financial information.

WATTEV reserves the right to independently determine whether any document is subject to disclosure and to make such information available to the extent required by applicable law, without any restriction or notice to Respondent.

Any confidential information submitted by qualified OEMs (as defined herein) will be kept confidential pursuant to the terms of the non-disclosure agreement ("NDA") stated in **Attachment C: Confidentiality and Non-Disclosure Agreement**

6. Conflict of Interest. The Proposer agrees to disclose in writing any potential conflict of interest to WATTEV, the Federal agency or pass-through entity in accordance with **Attachment D: Acknowledgment and Certification – Conflict of Interest**.

7. Multiple Contracts. WATTEV may, at its sole discretion, award multiple Contracts for the BETs to two or more qualified OEMs under this solicitation unless WATTEV determines, after evaluation of offers, that only one Offeror is capable of providing the BETs at the level of quality and performance required.

8. Cost of Preparing a Response. All costs for developing a response for this RFP and attending any Proposal meetings or selection meetings are entirely the responsibility of the Respondent and shall not be charged to WATTEV.

9. Price Guarantee. Prices offered by the OEM shall be guaranteed for a period of 180 calendar days after award.

10. Fair Opportunity. In the event that multiple Vendors are awarded a Contract under this RFP, WATTEV will assure that they will be given fair opportunity for participation in the award.

11. Purchase Orders and Delivery Time: Under each Master Agreement, WATTEV will issue multiple Purchase Orders for delivery of BETs in lots after July 1, 2026. Respondents are required to state in their proposal the estimated timeline for delivery of the BETs based on the quantity of BETs ordered in each lot from 1 to 50 BETs and type of trucks ordered (standard range or extended range). Delivery time shall be provided for lots of 1, 5, 10, 15, 25, and 50. Delivery time will be considered during the Evaluation of Responses. The minimum order of trucks for each OEM under the Master Agreement is 1, and the maximum is 300. There shall be no penalty for ordering less than the maximum nor more than the minimum. There shall be no penalty to WATTEV for early termination of the Contract.

12. Indemnification. Any Respondent selected as a Contractor for an award will be required to agree to the following indemnity clause which should be included in the Master Agreement:

Indemnification. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782, 2782.6, and 2782.8), Contractor will defend (with legal counsel chosen or approved by the Port of Oakland Attorney), indemnify, release, and hold harmless the Port of Oakland, and its officers, agents, departments, officials, representatives, and employees (collectively, "Indemnitees") from and against the Liabilities as defined below.

"Liabilities" means any and all claims, losses, costs, damages, injuries, including, without limitation, injury to or death of Indemnitee's invitees, employees, consultants or contractors, expenses and liabilities of every kind, nature, and description, including, without limitation, incidental and consequential damages, court costs, paralegal and attorneys' fees (including in-house paralegal and attorneys' fees), Indemnitee's staff costs, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation that arise from or relate to, directly or indirectly, in whole or in part:

- the requirements under this RFP, the Master Agreement, or any part thereof;
- any act or omission of Indemnities or anyone acting through or on behalf of Indemnities, its contractors or consultants;
- any claim of infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other intellectual property or proprietary right of any person or persons in consequence of the use by the Indemnities of goods or services to be supplied in the performance of the Master Agreement; or
- any claim of unauthorized collection, disclosure, use, access, destruction, or modification, or inability to access, or failure to provide data, by any person or persons in consequence of any act or omission by Indemnitee, its contractors or consultants.

The obligations to defend, hold harmless, and indemnify any Indemnities will not apply to the extent that the Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of the Indemnities, but will apply to all other Liabilities.

The obligations in this Indemnification will survive the termination of the Master Agreement.

13. Protest Procedures. Any Respondent that has timely submitted a responsive Proposal that contends or claims that WATTEV's proposed award fails to comply with the RFP or with the law must file a protest in accordance with the provisions set forth below:

- i. Any protest must be submitted in writing to jgilbert@wattev.com and received by February 11, 2026, no later than 5:00 p.m., the third (3rd) business day following the date of award.
- ii. The protest must include the name, address and telephone number of the person representing the protesting party.
- iii. The protest document must contain a complete statement of the basis for the protest, including in detail, all grounds for protest including referencing the specific portion of the solicitation document or the law that forms the basis for the protest, and including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the protest. Any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence.

Any protest not conforming to the foregoing shall be rejected by WATTEV without recourse.

14. Insurance. All Respondents who plan on submitting a proposal in response to this RFP must meet Insurance requirements specified in the Port Award and restated herein and must provide satisfactory proof of insurance at the time of the project Award. Refer to **Attachment E: Contractor Insurance Requirements**.

15. Subcontracts and Assignment. Any selected Respondent shall not subcontract, assign or otherwise transfer any of its obligations under the Master Agreement without the prior written consent of WATTEV. Any selected Respondent shall provide a minimum of 30 calendar days advance notice of its intent to subcontract, assign, or otherwise transfer any obligations under the Master Agreement.

16. Build America, Buy America (BABA).

1. All purchases made under the Clean Ports Program are subject to the applicable provisions of the Build America, Buy America Act (BABA) and the EPA Clean Ports Program General Terms and Conditions, requiring equipment purchased with EPA funds to meet domestic content and manufacturing requirements. The Port of Oakland, as the EPA Clean Ports Program grant recipient, may determine, at its discretion, whether any proposed BABA noncompliant truck is eligible for a waiver under the Build America, Buy America (BABA) requirements.
2. Trucks that are not BABA compliant will be rejected from evaluation unless:
 - a. the OEM is registered with NHTSA and copies of such registration is provided;
 - b. the proposed truck conforms to all applicable Federal motor vehicle safety standards (FMVSS) in effect on the date of proposal;
 - c. the Respondent offering such trucks request a formal waiver as part of its proposal, and;
 - d. include in the waiver request documentation identifying the county of origin for the truck, domestic content percentage, and justification why WATTEV should consider any non-

BABA-compliant truck, including performance or availability. Grant of any acceptable waiver will be subject to approval by Port of Oakland upon request from WATTEV.

3. If the Proposed trucks are BABA compliant, the Proposer shall provide as part of the proposal a completed certificate of compliance with the BABA Act by describing the Proposer's understanding of the legal requirements and obligations as applicable to this procurement and identifying the proposed Truck's compliance with them (refer to **Attachment H: Specification and Performance Criteria - Technical Attributes of the Proposed Truck, Operational Track Record**).
17. Ownership Rights. WATTEV shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any associated documentation that is designed or developed and delivered to WATTEV as part of the performance of the Contract. The terms of use of any software included in the scope of supply shall be described in the proposed Master Agreement.
18. California Incentive Program. WATTEV may consider using Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP) vouchers or other incentive programs to assist with financing the truck purchase (subject to available funding). Respondents are encouraged to note if the Proposed trucks are registered with the California Air Resources Board (CARB) and if they meet the requirements of the HVIP program, including whether the trucks are CARB certified and meet all standards required by the HVIP program and applicable EPA standards. HVIP eligibility will be considered during the evaluation of the Response.
19. Delivery. The trucks must be delivered completely serviced and ready to operate. Respondents must submit all manufacturer specifications, warranties, and other relevant information with their Proposal.
20. Adjustable 5th Wheel. The Proposed truck shall have an adjustable 5th wheel capable of hauling containers and trailers ranging in length from 20 feet to 58 feet.
21. Useful Life. Respondents shall include in their response the anticipated useful life of the Trucks operated in a normal marine environment with all applicable maintenance requirements completed.
22. DBE Participation. Respondents shall identify any certified small, or disadvantaged business enterprises utilized in any material way in the manufacture, service and delivery of the BETs.
23. Payments. No down payment will be allowed. Payment terms will be as follows: 90% of the payment of each Truck (including any voucher value) 5 business days after delivery and an itemized invoice acceptable to WATTEV. The remaining 10% payment will be paid, at WATTEV's choosing up to 15 business days after receipt of each Truck and WATTEV's verification and inspection as necessary.

WATTEV reserves the right to withhold the 10% retainage if the Truck(s) do not meet the specifications proposed and included in the Master Agreement.

24. Acceptance.

- a. Upon delivery of each Truck, WATTEV shall have 3 business days to evaluate the Truck before remitting payment. Acceptance criteria includes compliance with Technical Specifications, condition of the Truck when it arrives, outcomes of a test drive of the Truck to determine its ability to meet WATTEV's operating requirements, delivery of all necessary paperwork, including the Buy America Build America certification, title, warranties, service manuals, etc.
- b. The remaining 10% payment will be paid within 15 business days after receipt of each truck and WATTEV evaluates and accepts the Truck after reviewing any faults, performance test results, diagnostics reports and WATTEV determines, at their sole discretion, that the Truck will meet WATTEV's operating requirements, and the receipt of an acceptable invoice in accordance with the terms herein.

25. DMV Registration. The Contractor will be responsible for the registration process of the Trucks with the Department of Motor Vehicles based on the name of the licensed carrier indicated in each Purchase Order.

26. Warranty and Support Information:

- a. The Contractor must provide technical support and reasonable equipment modifications after the date the equipment is reported in service per manufacturer and/or factory warranty requirements. This is to ensure that the purchased equipment can perform the specified operational functions. Respondents must indicate in their proposal the maximum down time for repair subject to extended warranty with expected mean time between failure and mean time to repair and any remedies offered including but not limited to replacement truck during repair exceeding mean time to repair. This information will be used as part of the evaluation.
- b. Respondents must include as part of their Proposal, the factory and/or manufacturer's warranty, which shall cover 100% parts and labor for the entire unit except for the consumables. This warranty must be honored by all authorized service locations which shall be identified in the proposal.
- c. The Contractor shall be liable for all costs associated with warranty repair(s), including, but not limited to, materials, parts, labor, and transport of truck disabled due to the failure to drive during the warranty period.
- d. Warranty coverage will not commence until the date the respective truck is placed into service as reported by WATTEV under the warranty requirements, or 30 calendar days after final payment for the truck, whichever occurs first.
- e. The Contractor must be capable of and will be liable for providing repair parts and providing technical support for a period of ten years after the delivery date of the equipment.

- f. The Respondent shall describe in the proposal any Extended Warranties on the truck and any components of the truck that may be available, along with the Proposed Cost for the extended warranty.
- g. The Respondent shall describe in the proposal any Battery Warranty and any extended warranty that may be available.

27. Extended Maintenance Services. WATTEV is interested in a possible extended maintenance agreement for the BETs to perform preventative maintenance and non-warranty maintenance in accordance with the OEM's recommendations. Respondents that are able to provide these services should include a description of the services, including the hourly labor rate and parts markup rate, as applicable, in their Proposal. Respondent's proposal in response to this clause will be included in the Evaluation.

28. Force Majeure. The selected OEM shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the Contract and without the fault and negligence of the selected OEM. Such causes must be clearly documented to the satisfaction of WATTEV and may include, but not restricted to, Acts of Nature, acts of the public enemy, Acts of the U.S. Government in its sovereign capacity or WATTEV in its contractual capacity, fires, floods, epidemics, strikes, freight embargos, unusually severe weather, but in every case, the failure to perform must be beyond the control and without the fault or negligence of the selected OEM.

29. Covenant Against Contingent Fees. The terms of the Master Agreement shall include among the representations and warranties of the Contractor that no person or agency has been employed or retained to solicit or obtain the Contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, WATTEV, at its option, may annul the Contract or deduct from the contract price or otherwise recover from Respondent the full amount of the contingent fee. As used in this section, "bona fide agency" means an established commercial or selling agency, maintained by Respondent for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain WATTEV contracts nor holds itself out as being able to obtain any WATTEV contract or contracts through improper influence. As used in this section, "bona fide employee" means a person, employed by Respondent and subject to Respondent's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain contracts nor holds itself out as being able to obtain any WATTEV contract or contracts through improper influence. As used in this section, "contingent fee" means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a WATTEV contract. As used in this section, "improper influence" means any influence that induces or tends to induce a WATTEV employee or officer to give consideration or to act regarding a WATTEV contract on any basis other than the merits of the matter.

30. Ownership of Proposal. All rights to information developed, disclosed, or provided in a Proposal and its attendant submissions will become the property of WATTEV, unless a Respondent makes specific reference to data that is considered proprietary. To the extent that a Respondent does not make specific reference to data that is considered "confidential" and proprietary, submission of an RFP constitutes the Respondent's express (a) grant and assignment of a perpetual, transferable (in whole or in part), non-exclusive, royalty-free license to WATTEV for copyright, patent, or other intellectual property right (collectively referred to as "intellectual property"), and (b) agreement that WATTEV may use any such

intellectual property without charge for any lawful purpose in connection with other Port development projects, including without limitation the creation of derivative works and issuance of sublicenses.

31. Change in Cost.

- a. During the Contract period, the selected Respondent shall not be responsible for changes in the Cost for the trucks that are levied by a federal, state or local government agency that were not known at the time of Proposal submission and acceptance, including surcharges, taxes, or required inspection costs levied after Proposal acceptance but prior to delivery of each truck.
- b. In the event of an unplanned change in cost due to an action beyond the Respondent's control, the selected Respondent will submit to WATTEV's designee a detailed explanation of the increased cost, including a summary of the government action(s) directly causing the increased cost, the date when it became effective and the cost impact directly to the trucks ordered under this Contract. The selected Respondent will not be permitted to add any additional costs to the change, including overhead or profit, unless required by the government action.
- c. In case of any cost increase solely due to reasons stated in (a) above, WATTEV will consider an equitable adjustment to the Cost of the truck(s) or may elect to cancel some or all of the trucks ordered but not delivered at its sole discretion.
- d. Conversely, if changes in the Cost for the trucks is reduced by a federal, state or local government agency in the form of a reduced tax, tariff, rebate, credit or other financial incentives that were not known at the time of Proposal submission and acceptance, the Contractor shall equitably adjust the Cost of each truck, including applicable overhead and profit, at the time the reduction is enacted.

32. Proposal Requirements – Qualifications. Each proposal must include information to:

- a. demonstrate the OEM's ability to perform on a timely basis under the terms and conditions of the final Contract and;
- b. allow WATTEV to evaluate the OEMs' integrity, capabilities to achieve compliance with Applicable Law, performance record, and financial and technical resources, each as specified in Applicable Law (including 2 CFR 200.318(h)).

33. Proposal Requirements – Technical Requirements. In addition to the foregoing, OEM's proposal must provide:

- a. BET specifications;
- b. pricing details;
- c. duration and terms of the standard and extended warranty for the BETs and;

- d. reply to all other requirements specified in this RFP including an optional extended five (5)-year warranty and maintenance program after the end of standard warranty.
- e. OEMs are also encouraged, but not required, to provide a five (5)-year financing for up to 40% of the cost of the BETs directly or through their affiliates, with specified financing rates and thresholds.

34. Respondent Questionnaire. All Respondents are required to submit a completed response to forms attached to this RFP. Responses to these forms can be submitted in Excel or Word format and references to URLs and other online resources are acceptable for technical information in response to the questions. Answers to forms by the Respondents will be part of the Evaluation process.

3 RFP CONFIRMATION, QUESTIONS, AND SUBMISSION INSTRUCTIONS

To be considered for a Contract under this RFP, OEMs must adhere to the requirements of this RFP, as they may be amended over time on the website on which this RFP is published ("Publication"), which is <https://wattev.com/rfp-bets/> and on the internet site, Planet Bids.

Parties interested in obtaining a full copy of this solicitation must visit <https://wattev.com/rfp-bets/> and follow the instructions. All bidders must register their email address and click where indicated on the webpage that the bidder agrees with two terms: 1) Confidentiality and Non-Disclosure Agreement, the text of which is provided in full on the website and in **Attachment C: Confidentiality and Non-Disclosure Agreement**, and 2) an agreement regarding conflict of interest, the text of which is provided in full on the website and in **Attachment D: Acknowledgment and Certification – Conflict of Interest**.

Once the bidder's selections have been logged, the bidder's email address will be verified by WATTEV as a safe email. Once the bidder email address has been verified, the bidder will receive notification to download the RFP, usually within 4 to 24 hours of agreeing to the two terms above. Once the bidder's email address has been verified as a safe email, the verified email address is granted automatic future access to the Publication website <https://wattev.com/rfp-bets/> to download responses to comments and addendums, if any. Any technical difficulties accessing the Publication website or registering may be directed to jgilbert@wattev.com.

It is OEM's responsibility to periodically review the Publication website to ensure full compliance with the requirements of this RFP. The only waivers of such compliance will be limited to minor informalities which in the judgement of WATTEV under Applicable Law do not give an unfair advantage to any responding OEM.

3.1 QUESTIONS AND ADDENDUMS

Should a Qualified OEM require clarifications to this RFP, the Qualified OEM shall post their question in the Questions and Answers portion of the Publication website located at <https://wattev.com/rfp-bets/> no later than **January 20, 2026**. Questions received after this date will be ignored. Responses to questions from the Qualified OEMs will be posted on the Publication website by **January 30, 2026**.

Exceptions to the clauses under *Section 2: General* of this RFP may be included with the Offeror's response if such exceptions are a pre-requisite to a contract award. Exceptions will be considered during the

Evaluation of the Proposal and if they contradict the terms of the Port Award, they will be cause for rejection of the Proposal.

Any substantive changes to the requirements of this RFP will be made by written addendum to this RFP and will be posted on the Publication website, in accordance with the schedule shown in the "RFP Schedule" section of this RFP. Any written addenda issued pertaining to this RFP should be incorporated into the terms and conditions of any resulting Contract.

It is the responsibility of the Qualified OEM to ensure it reviews the Questions and Answers and addendum, if any, prior to submitting a proposal. Any addenda must be acknowledged in the Proposal.

3.2 SUBMITTING PROPOSALS

Proposals must be submitted by uploading to the publication website, <https://wattev.com/rfp-bets/> no later than close of business, 5 pm on **February 6, 2026**, as indicated in the RFP Schedule.

In addition, the proposal should be emailed to: jgilbert@wattev.com no later than close of business, 5 pm on **February 6, 2026**, as indicated in the RFP Schedule. Folders containing the elements of the proposal are encouraged and acceptable in most all formats including but not be limited to Google Drive, Dropbox, Sharepoint, Box, WeTransfer, etc.

Note that the email jgilbert@wattev.com is for technical assistance with the RFP access and submittal only. All questions relative to this RFP must be submitted as directed under the Questions and Answers section of the Publication website.

The schedule of key events will be as follows. WATTEV reserves the right to extend any of dates below and will notify Qualified OEMs of any changes:

3.3 RFP SCHEDULE

Initial Publication:	January 5, 2026
Deadline for questions from Q- OEMs:	January 20, 2026, 5 pm
Q&A Publication:	January 27, 2026
Addendum Publication (if any)	January 30, 2026
Proposal Due (Final Submission Date):	February 6, 2026, 5 pm
Announcement of Selection:	February 20, 2026
Anticipated Contract Date:	February 27, 2026

Prior to the final date of submission, any Qualified OEM may: (1) withdraw its proposal, or (2) amend or modify its proposal by submitting a proposed amended submission. All proposals will become the property of WATTEV after submission and will not be returned to OEM. It is Qualified OEM's responsibility to properly mark as confidential any such submission. WATTEV will protect OEMs' confidential information pursuant to terms stated in **Attachment C: Confidentiality and Non-Disclosure Agreement**.

4 PROPOSAL CONTENT

The Proposal shall consist of the following components. Electronic submittals are encouraged but not required to contain sections for ease of review. A Submittal Checklist is provided **Table 1: Submittal Checklist**, located at the end of this section.

No Proposal is valid unless (a) it is signed in ink (or valid electronic signature) by the person authorized to make the proposal and (b) is accompanied by the Attachments identified in Section 4.5 of this RFP.

The Proposal shall include but not be limited to the following:

- Section 1: Cover Letter
- Section 2: Technical Specification and Performance Criteria
- Section 3: Proposed Master Agreement
- Section 4: Pricing and Delivery
- Section 5: Required Forms and Acknowledgements

4.1 SECTION 1: COVER LETTER

Each Proposal shall include a cover letter, placed on company letter containing information regarding the following qualities/qualifications and must include the following information and required compliance statements. The Cover Letter is part of this Proposal and will be made a part of any Contract.

Section A - General Qualifications

- Name of the company, address, and phone number of the OEM.
- Number of years in business as an OEM.
- Demonstrated vehicle volume production capability for a minimum of 5 years, BET production capacity.
- A statement that the OEM is financially solvent and adequately capitalized, with a management team of sufficient experience to meet the RFP requirements. A summary of this information is requested in the cover letter (detailed company financial information may be requested at a later date).
- Summary of OEM's domestic BET manufacturing and servicing capacity and capabilities, i.e., in the U.S.
- OEM's historic compliance with any other federal awards.
- The name, position and contact information for the individual who has authority to negotiate on behalf of the OEM.

Section B - Proposed Terms

- Identify if financing is offered by the OEM, including all terms for that financing.
- A statement that confirms that the OEM will guarantee spare parts availability for a minimum of 10 years or the useful life of the proposed BETs, whichever is longer.

- A statement that prices offered by the OEM shall be guaranteed for a period of 180 calendar days after award.

Section C - Proposal and Pre-Contract Compliance Statements

The Cover Letter must contain a section that contains the following compliance statements. Proposals not containing these statements will be rejected.

- 1) Authorized Business: *The Respondent is registered or authorized to do business within the State of California, or if not, will obtain such registration prior to entering into an agreement with WATTEV for this RFP.*
- 2) Public Records: *The Respondent understands that its Proposal and all related documents may be released in their entirety in response to a request under the California Public Records Act, subject to any separate copy it submits in accordance with this RFP.*
- 3) Conflict of Interest - California. *I certify that [insert name of company] has no conflict of interest with WattEV and participation in BET procurement RFP issued on January 5, 2026 as specified in Section 1090 and Section 87100 et seq. of the California Government Code, and Applicable Law.*
- 4) Conflict of Interest – Federal. *I certify that [insert name of company] has no conflict of interest with WattEV and participation in BET procurement RFP issued on January 5, 2026 as specified in 2 CFR 200.112, the EPA’s Financial Assistance Conflict of Interest Policy, and Applicable Law.*
- 5) Contract Terms Conflicts. *The Respondent agrees not to propose any contractual terms that conflict with the RFP and to negotiate in good faith the contract terms if Respondent’s proposal is accepted.*
- 6) Acknowledgement and Certification of Terms and Conditions and Adherence to Applicable Law.

On behalf of [NAME OF FIRM], I hereby:

1. *Acknowledge that the specific terms and conditions outlined in the BET procurement RFP issued on January 5, 2026 will be fully incorporated into any contract(s) that may be awarded to my firm because of this solicitation; and*
2. *Commit to adhere to Applicable Law specified in WATTEV RFP 26/001 and all Attachments contained within the RFP.*
- 7) Contract Compliance Acknowledgements: *If Respondent is asked to enter into a contract with WATTEV, it will sign as Contractor all of the Certifications as part of the contract as identified in WATTEV RFP 26/001, Attachment M: Acknowledgements for Contract as follows:*
 - *Certificate A. Notice Of Legal Agreement or Litigation*
 - *Certificate B. Federal Tax Liability and Recent Felony Conviction*
 - *Certificate C. Build America, Buy America Certification*
 - *Certificate D. Iran Contracting Act of 2010 Compliance Affidavit*

Section D - Submittal and Signature Statements

The Respondent must provide the following statements on the Cover Letter. Proposals not containing these statements will be rejected.

The Cover Letter must be signed by the individual who has the authority to sign the Contract with WATTEV.

- 1) *The undersigned having carefully examined the Request for Proposals for Class 8 BETs, the General*

Conditions, the Specifications and all of the documents for this RFP, proposes to enter into a contract with the WATTEV, Inc. to provide the equipment listed in this RFP, including all of its component parts, and to furnish any and all required labor, materials, equipment, insurance, bonding, taxes, transportation and services required for this procurement within the time specified.

- 2) *The following addendum (addenda) is (are) acknowledged in this RFP#WATTEV-26/001:*

- 3) *The person named below attests that he/she is authorized on behalf of Respondent to sign below, has carefully read, understands and agrees to the terms and conditions on all pages of this RFP. The undersigned also agrees to furnish the services stipulated in this RFP.*

4.2 SECTION 2: SPECIFICATION AND PERFORMANCE CRITERIA

The Proposal shall provide the necessary information about the BETs to be provided by submitting the requested information on the following forms. Microsoft Word versions of the forms are available for download from the RFP website as part of the RFP Package for convenience. The following forms must be completed and submitted with the Proposal.

- **Attachment F: *Specification and Performance Criteria - Operational Criteria of the Proposed Truck***
- **Attachment G: *Specification and Performance Criteria - Base and Extended Warranty of the Proposed Truck***
- **Attachment H: *Specification and Performance Criteria - Technical Attributes of the Proposed Truck, Operational Track Record***

4.3 SECTION 3: PROPOSED MASTER AGREEMENT

The Proposal shall include a draft Master Agreement, proposed by Respondent for review by WATTEV.

Any Proposal in response to this RFP shall be in the form of firm pricing towards a fixed-price Master Agreement. Except for NDA obligations, WATTEV shall be under no obligation to any Qualified OEM, unless and until entry into a definitive agreement.

Under each Master Agreement, WATTEV will issue multiple Purchase Orders for delivery of BETs in lots after July 1, 2026. Respondents are required to state in their proposal the estimated timeline for delivery of the BETs based on the quantity of BETs ordered in each lot from 1 to 50 BETs and type of trucks ordered (standard range or extended range). Delivery time shall be provided for lots of 1, 5, 10, 15, 25, and 50. Delivery time will be considered during the Evaluation of Responses. The minimum order of trucks for each OEM under the Master Agreement is 1, and the maximum is 300. There shall be no penalty for ordering less than the maximum nor more than the minimum. There shall be no penalty to WATTEV for early termination of the Contract.

The Master Agreement will contain terms under which the Proposer can make timely deliveries of BETs to WATTEV based on incremental purchase orders issued for deliveries starting no later than July 1, 2026

and ending no later than June 30, 2028. The proposed Master Agreement shall include but not be limited to the following terms:

- Terms and conditions as identified in **Attachment A: Required Flow Down Terms and Conditions for Contract**.
- Purchase Order Terms (refer to **Attachment B: Purchase Order Terms**).
- Indemnification. Refer to Section 2, Item 12 of this RFP for requirements.
- Ownership Rights. The terms of use of any software included in the scope of supply. Refer to Section 2, Item 17 of this RFP for requirements.
- Covenant Against Contingent Fees. Refer to Section 2, Item 29 of this RFP for requirements.
- Insurance. Refer to **Attachment E: Contractor Insurance Requirements**
- Acceptance. Refer to RFP Section 2, Item 24.
- Payment. Refer to RFP Section 2, Item 23.

4.4 SECTION 4: PRICING AND DELIVERY

The Proposal shall include the costs and delivery schedule of the BETs to be submitted on **Attachment I - Pricing and Delivery**. A Microsoft Word version of the form is available for download from the RFP website as part of the RFP Package for convenience. This form must be signed by the person authorized to sign a contract with WATTEV.

4.5 SECTION 5: REQUIRED FORMS AND ACKNOWLEDGEMENTS

The Proposals must also include the following compliance acknowledgement forms attached to the Proposal. Any Proposal received without the following forms will be rejected.

- **Attachment A: Required Flow Down Terms and Conditions for Contract**
- **Attachment J: Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters**
- **Attachment K: Federal and State Lobbying Activities Certification**
- **Attachment L: Non-Collusion Certification**
- **Attachment M: Acknowledgements for Contract, return Cover Page only, signed by authorized representative**

Table 1: Submittal Checklist

Item	Title	Must Be Returned with Your Proposal
1	Cover Letter containing all content and required statements as described in Section 4.1 of the RFP, Sections A-D	Yes
2	Attachment F – Specification and Performance Criteria – Operational Criteria of the Proposed Truck	Yes
3	Attachment G - Specification and Performance Criteria – Base and Extended Warranty of the Proposed Truck	Yes
4	Attachment H - Specification and Performance Criteria – Technical Attributes of the Proposed Truck, Operational Track Record	Yes
5	Proposed Master Agreement	Yes
6	Attachment I – Pricing and Delivery	Yes
7	Attachment A: Required Flow Down Terms and Conditions for Contract	Yes
8	Attachment J - Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters	Yes
9	Attachment K –Federal and State Lobbying Activities Certification	Yes
10	Attachment L - Non-Collusion Certification	Yes
11	Attachment M – Acknowledgements for Contract, <i>return Cover Page only, signed by authorized representative</i>	Yes
12	Other: (Optional)	
13	Other: (Optional)	

5 BET SELECTION AND CRITERIA AND SCORING RANGE

Proposals will be scored based on evaluation of criteria stated in **Table 2 – BET Scoring Criteria and Scoring Range** located at the end of this section.

General Considerations:

1. Adherence to Grant Requirements. Proposals from companies who have not or will not adhere to the Grant Requirements and Port Award or who have been debarred and have not provided sufficient reasons/justification for WATTEV to review the circumstances surrounding the debarment will not be forwarded to the evaluation committee for review. (Refer to **Attachment J - Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters**).

2. Evaluation Committee. Responsible Proposals received by the deadline which meet the RFP's requirements will be presented to the evaluation committee comprised of WATTEV staff and possibly external members. The evaluation committee will evaluate the Proposals and score all submissions according to the evaluation criteria herein.
3. Proposal Clarifications. Respondents may be required to make a written clarification of their Proposals to WATTEV to ensure a thorough understanding of the Proposal. WATTEV will initiate any requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to the Contract execution.
4. Award. WATTEV reserves the right to award a contract or contracts to those Respondent(s) that best meets the needs of WATTEV and may not award a contract to the Respondent with the highest technical score or the lowest Price Proposal.
5. Rejection of Proposals. WATTEV reserves the right to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted, and to award the contract according to the proposal which best serves the interests of WATTEV.
6. Spare Parts: Proposals will be evaluated on the Respondent's assurance of reliable supply of parts and service, and provisions for these over the life of the Proposed vehicle.
7. OEM and Vehicle Performance History: Proposals will be evaluated on the OEM's capabilities and longevity, commitment to a production line for BETs, performance history and reliability of the Proposed Trucks, recalls and other data that demonstrates the truck's performance capabilities. This information should be provided on **Attachment F: Specification and Performance Criteria – Operational Criteria of the Proposed Truck** and included with the Proposal.
8. Warranty: Proposals will be reviewed for Warranty coverage, terms and conditions of the Warranty, as well as the availability of an extended warranty and the battery warranty. This information should be provided on **Attachment G Specification and Performance Criteria – Base and Extended Warranty of the Proposed Truck** and included with the Proposal.
9. Adherence to the Truck Technical, Special, and Optional Specifications. Responses will be reviewed for compliance with the technical specifications herein, any optional equipment requirements to meet WATTEV's needs, the range of each type of BET offered, as well as the trucks' Build America, Buy America compliance or waivers, and material utilization of any certified small, or disadvantaged business enterprises in the performance of the Contract. This information should be provided on **Attachment H: Specification and Performance Criteria – Technical Attributes of the Proposed Truck, Operational Track Record** and included with the Proposal.

Table 2: BET Proposal Scoring Criteria and Scoring Range

Criteria	Max Points
COMPLETENESS OF PROPOSAL: A. Proposal contains all required items as identified in RFP 26/001, <i>Table 1: Submittal Checklist</i> The Proposal must have “Pass” selected to be determined complete to continue with the scoring.	Pass/Fail
SPECIFICATION AND PERFORMANCE CRITERIA: <i>Attachment F - Specification and Performance Criteria Operational Criteria of the Proposed Truck</i> A. BETs: BET configuration. B. Tires: OEMs must specify type, size, and brand of tires. Super singles are not acceptable. C. Motors: The number of motors and power and torque shall be specified. D. Range & Battery Capacity: The OEMs shall offer one configuration with standard range and battery capacity and another with longer range and more battery packs. The quantity of packs and range for each configuration shall be specified. E. Temperature Effects: The range shall be specified for both nominal operation in California temperatures including specifically at -10C, 15C, 25C and 50C. Any special precaution required for use, charging and driving at extreme temperatures shall be described. F. Weight: The proposal shall include weight for each of the two configurations. G. Energy Efficiency: The energy efficiency in KWh per mile shall be specified for standard and extended range models. H. Charge standard and details: The type of connector and charge rate in KW and voltage range and maximum current shall be specified. Additionally, the OEMs are required to provide a charge profile curve (in percentage of charge and in Voltage) as function of session minutes covering 10% to 95% charge. I. Communication with Vehicle: Proposals shall contain specifics of communication between the BETs and Chargers. Compliance with known standards such as ISO15118 are highly encouraged. J. Regenerative Brakes: Details shall be provided on the BET’s regenerative braking system. If the regenerative brakes are disabled at or above a particular state of charge (“SOC”), such SOC threshold shall be specified. K. Cabin Comfort, safety and amenities: Details shall be provided for standard and any optional features of the driver’s cabin. L. Idle Consumption: The BET’s idle consumption for driver comfort shall be specified for any active element (e.g., air conditioning, etc.) in KWh per minute. M. Battery Conditioning: The BETs are expected to receive unscheduled opportunity charging on the road extensively. Any features for battery conditioning in advance of a charge session and in close proximity to a charging station shall be specified in detail. N. 5th Wheel: The proposed BET must be equipped with adjustable 5th wheel as part of standard configuration.	50

Criteria	Max Points
<p>O. Decline in Range: The proposals shall describe the expected decline in usable battery capacity and range as a function of number of charge sessions and miles driven.</p> <p>P. Optimal Charge Sessions: The OEMs shall specify the recommended limits of each charge sessions (e.g. 10% to 87%) for optimal battery health and capacity.</p> <p>Q. Battery Chemistry: The conditions of Port Award requires that OEM specify the chemistry.</p> <p>R. Manufacturer (cell & pack): The conditions of Port Award requires that OEM specify the manufacturer of the battery cells and the manufacturer of battery packs for the proposed BETs.</p> <p>S. Spares: Provide assurance of reliable supply of parts and service over the life of the Proposed vehicle</p> <p>T. Software Updates and Upgrades: Provide details on the methodology and process for software updates and upgrade and ability to perform painless over the air software downloads. Any software updates requiring manual intervention must be clearly specified.</p> <p>U. Vehicle access: Features for app based and any keyless access to vehicles shall be provided.</p> <p>V. Optional Features: Features for mandatory compliance with US safety standards shall be included as part of the basic offering. Any features and functions above standard (including color) shall be identified and priced as options.</p> <p>W. Autonomous -driving: Any standard or optional features for self-driving including future road maps and target availability dates shall be described in detail and priced.</p> <p>X. Telematics: All telematics features and data access shall be described in detail.</p> <p>Y. Incentives Qualification: Proposal must confirm that the proposed BETs are approved vehicles within California's HVIP, ISEF, and any and all other incentive programs currently active in the State.</p> <p>Z. BET Color Options: All exterior color options shall be specified in the Proposal.</p>	
<p>OPERATIONAL CRITERIA:</p> <p><i>Attachment H: Specification and Performance Criteria - Technical Attributes of the Proposed Truck, Operational Track Record and Cover Letter</i></p> <p>A. Location of the manufacturing facility and point of delivery.</p> <p>B. Earliest start of delivery of the BETs.</p> <p>C. Information on percentage of US contents.</p> <p>D. Methodology and workflow for registration and licensing of the BETs and any historic issues with such registration and licensing.</p> <p>E. Production capacity and expected deliveries over a 36-month period following contract award, per batch.</p> <p>F. Methodology and location for maintenance and warranty services throughout the US and in particular in California, Arizona, Nevada, Oregon, Texas, Washington and Utah.</p> <p>G. Remedies in cases of recalls involving more than 2 calendar days of downtime per truck.</p>	20

Criteria	Max Points
<ul style="list-style-type: none"> H. Description of spare parts availability for the useful life of the BET I. Recalls history J. Proposed remedies for more than two days of downtime K. Fleet defects and resolution L. Operational Track Record M. Maintenance and incident histories. N. OEM's financial strength and level of compliance with RFP. 	
<p>COST & WARRANTY CRITERIA:</p> <p><i>Attachment I: Pricing and Delivery and Attachment G: Specification and Performance Criteria Base and Extended Warranty of the Proposed Truck</i></p> <ul style="list-style-type: none"> A. Price information for standard and extended range configuration and any and all options. B. Terms and Conditions of Standard & Extended Warranty C. If optional financing is offered, interest rate and monthly mortgage payment shall be specified for the two models and without purchase of any options. 	30
Total Points (max)	100