

**Cooperative Purchase Request****Instructions for Use:**

Step 1 – Complete parts 1, 2, 3, and 4.

Step 2 – Collect attachments enumerated in part 4.

Step 3 – Email completed form and relevant attachments to prg@nashville.gov.Note – do **not** sign. Pending review, the division of purchases will collect signatures via DocuSign.

Rec. Aug. 25, 2023

| Part 1 - Requesting Department Information | | | |
|--|----------------------------|------------|-----------------------------|
| Contact Person | Ava Elsaghir | Department | General Services Department |
| Email | Ava.Elsaghir@Nashville.gov | Phone | 615-930-6049 |
| Date Submitted | 08/24/23 | | |

| Part 2 - Cooperative Information | | | |
|---------------------------------------|--|---------------------|---|
| Cooperative Entity | Sourcewell | Originating Agency | State of Minnesota |
| Vendor | Blink Charging (per amend#1 replace SemaConnect) | Contract Number | 042221-SEM |
| Contract Start | 03/23/2023 | Contract Expiration | 07/20/2025 with one additional year extension |
| Solicitation Method | RfP | | |
| Description of good/services procured | Electric Vehicle Supply Equipment and Related Services | | |

| Part 3 - Utilizing Departments | | |
|----------------------------------|-----------------------|--|
| Yes | No | |
| <input checked="" type="radio"/> | <input type="radio"/> | Will any Metro departments/agencies, other than the requesting department/agency, be utilizing this cooperative? If yes, please indicate which departments/agencies below: |
| | | NDOT |

| Part 4 - Attachments & Attestations | | |
|-------------------------------------|-----------------------|---|
| Yes | No | |
| <input checked="" type="radio"/> | <input type="radio"/> | Have you attached the original contract from the originating agency? |
| <input checked="" type="radio"/> | <input type="radio"/> | Does the contract contain a cooperative purchase provision allowing use by other governmental agencies? |
| <input checked="" type="radio"/> | <input type="radio"/> | Do you accept the terms and conditions of the contract without exception? |
| Yes | No | |
| <input checked="" type="radio"/> | <input type="radio"/> | Have you attached the formal solicitation (RFP/ITB) from the originating agency? |
| <input checked="" type="radio"/> | <input type="radio"/> | Was the solicitation advertised, open, and unrestricted? |
| Yes | No | |
| <input checked="" type="radio"/> | <input type="radio"/> | This purchase, including but not limited to cost terms detailed in the contract, is in the best interest of the Metropolitan Government of Nashville & Davidson County. |

Below, briefly describe why utilizing this cooperative contract—as opposed to issuing an RFP/ITB—is more advantageous to Metro. Be thorough; this is utilized to develop legislation. Failure to complete may result in your request being returned.

The subject cooperative offers different levels of Networked Electric Vehicle charging stations for Purchase / lease that the Department can utilize for ordering equipment for several facilities for the use of employees or the public - The cooperative also supports Rep/upgrade of current EV charging stations for METRO. The Cooperative also include services such as EV charging stations maintenance, repair, parts and supplies.

| Part 5 – Signatures – To be completed by the division of purchases. | | |
|---|-------------------------|--------------------------------|
| Signature | Date Signed | Entity |
| <i>Ava Elsaghir</i> | 8/25/2023 8:21 AM CDT | ← Department Contact/Requestor |
| <i>Velvet Hunter</i> | 8/25/2023 8:45 AM CDT | ← Department Head |
| <i>Michelle L. Hernandez Lane</i> | 9/8/2023 2:27 PM CDT | ← Purchasing Agent |

**AMENDMENT #1
TO
CONTRACT #042221-SEM
AND
CANCELLATION OF #042221-BLK**

THIS AMENDMENT and CONTRACT CANCELLATION is effective upon the date of the last signature below by and between **Sourcewell** and **SemaConnect, Inc.** (SemaConnect), now known as **CCGI Holdings, LLC**. (Blink), 605 Lincoln Road, 5th Floor, Miami Beach, FL 33139.

Sourcewell maintains Sourcewell Contract Number 042221-SEM and Sourcewell Contract Number 042221-BLK to provide Electric Vehicle Supply Equipment and Related Services.

In June 2022, Blink, a leading provider of electric vehicle charging equipment and services, acquired SemaConnect, a leading provider of EV charging infrastructure solutions.

In March 2023, Blink notified Sourcewell that it wishes to change the name of the SemaConnect contract, Sourcewell Contract Number 042221-SEM, to CCGI Holdings, LLC. In addition, Blink wishes to add all products and services of Sourcewell Contract Number 042221-BLK to Sourcewell Contract Number 042221-SEM; and then cancel Sourcewell Contract Number 042221-BLK.

NOW THEREFORE, as of the effective date of this Amendment:

1. The contract holder of Sourcewell Contract Number 042221-SEM is changed to "CCGI Holdings, LLC."
2. All products and services listed on Sourcewell Contract Number 042221-BLK will be amended into 042221-SEM under a separate Sourcewell Price and Products Change Request Form that will be effective as of the effective date of this Amendment.
3. Sourcewell Contract Number 042221-BLK is cancelled.

Sourcewell

DocuSigned by:
 By: Jeremy Schwartz
C0FD2A139D06489...
 Jeremy Schwartz, Chief Procurement Officer

Date: 3/23/2023 | 2:21 PM CDT

**SemaConnect, Inc., now known as
CCGI Holdings, LLC**

DocuSigned by:
 By: Mark Pastore
7671F821E93E492...
 Mike Pastore, CCO

Date: 3/23/2023 | 12:18 PM CDT

Approved:

DocuSigned by:
 By: Chad Coauette
7E42B8F817A64CC...
 Chad Coauette, Executive Director/CEO

Date: 3/23/2023 | 2:21 PM CDT

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

*"SEMACONNECT, INC.", A DELAWARE CORPORATION,
WITH AND INTO "BLINK SUB II LLC" UNDER THE NAME OF
"SEMACONNECT LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND
EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED
AND FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF JUNE, A.D.
2022, AT 6:26 O`CLOCK P.M.*




Jeffrey W. Bullock, Secretary of State

6846904 8100M
SR# 20222738824

Authentication: 203691153
Date: 06-15-22

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:26 PM 06/15/2022
FILED 06:26 PM 06/15/2022
SR 20222738824 - File Number 6846904

CERTIFICATE OF MERGER

merging

SEMACONNECT, INC.,
a Delaware corporation

with and into

BLINK SUB II LLC,
a Delaware limited liability company

Pursuant to Title 8, Section 264(c) of the Delaware General Corporation Law and Title 6, Section 18-209 of the Limited Liability Company Act, the undersigned limited liability company executed the following Certificate of Merger:


- FIRST: The name of the surviving limited liability company is: Blink Sub II LLC, a Delaware limited liability company, and the name of the corporation being merged with and into this surviving limited liability company is: SemaConnect, Inc., a Delaware Corporation.
- SECOND: The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by the surviving limited liability company and the merging corporation.
- THIRD: The name of the surviving limited liability company is: Blink Sub II LLC, a Delaware limited liability company.
- FOURTH: At the effective time of the merger, the Certificate of Formation of the surviving limited liability company is hereby amended by striking Article "FIRST" thereof, so that, as amended, said Article "FIRST" shall read as follows:

"FIRST: The name of the limited liability company (hereinafter called the "limited liability company") is: SemaConnect LLC."
- FIFTH: The merger is to become effective upon the filing of this Certificate of Merger with the Secretary of State of State of Delaware.
- SIXTH: The Agreement and Plan of Merger is on file at 605 Lincoln Road, 5th Floor Miami Beach, Florida 33139, the place of business of the surviving limited liability company.
- SEVENTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving limited liability company on request, without cost, to any member of the surviving limited liability company or stockholder of any constituent corporation.

[Signature Page Follows]

IN WITNESS WHEREOF, the surviving limited liability company has caused this Certificate of Merger to be signed by an authorized person, this 15th day of June, 2022.

BLINK SUB II LLC

By: 
Name: Michael D. Farkas
Title: Authorized Person



Solicitation Number: RFP #042221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and SemaConnect, Inc., 4961 Tesla Dr., Bowie, MD 20715 (Vendor).

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

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

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires July 20, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor will deliver its then-current limited product warranty and terms and conditions of sale document to a Participating Entity at the time of sale. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities.

Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance,

Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be

mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

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

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

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Vendor's liability and indemnity obligations to a Participating Entity will be as stated in Vendor's limited product warranty and terms and conditions of sale document.

12. GOVERNMENT DATA PRACTICES

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating

Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

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

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

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less

broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

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

Sourcewell

SemaConnect, Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
7/15/2021 | 11:53 AM CDT
Date: _____

DocuSigned by:
Mark Pastrone
By: 2CE8633D9EAF4B1...
Mark Pastrone
Title: COO
7/20/2021 | 11:45 AM PDT
Date: _____

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
7/20/2021 | 1:59 PM CDT
Date: _____

RFP 042221 - Electric Vehicle Supply Equipment and Related Services

Vendor Details

Company Name: SemaConnect
4961 Tesla Drive
Address: Bowie, MD 20715
Contact: Jim Nemeč
Email: jim.nemeč@semaconnect.com
Phone: 216-704-5248
HST#:

Submission Details

Created On: Monday April 05, 2021 14:21:31
Submitted On: Thursday April 22, 2021 13:17:42
Submitted By: Jim Nemeč
Email: jim.nemeč@semaconnect.com
Transaction #: c68d571d-8cf8-4739-82c5-902c93739fa8
Submitter's IP Address: 74.215.255.235

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

| Line Item | Question | Response * |
|-----------|--|--|
| 1 | Proposer Legal Name (and applicable d/b/a, if any): | SemaConnect Inc. |
| 2 | Proposer Address: | 4961 Tesla Dr, Bowie, MD 20715 |
| 3 | Proposer website address: | https://semaconnect.com/ |
| 4 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Mark Pastrone, COO 4961 Tesla Dr, Bowie, MD 20715 301-352-3730 mpastrone@semaconnect.com |
| 5 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Jim Nemeec, Director of Government Programs 4961 Tesla Dr, Bowie, MD 20715 jim.nemeec@semaconnect.com 216-704-5248 |
| 6 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Joseph Inglisa Vice President, Business Development SemaConnect, Inc. 4961 Tesla Drive Bowie, MD 20715 p (443) 766 9003 jinglisa@semaconnect.com |

Table 2: Company Information and Financial Strength

| Line Item | Question | Response * |
|-----------|--|--|
| 7 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | <p>2.7 SemaConnect Company Overview</p> <p>SemaConnect is a developer and manufacturer of commercial-grade electric vehicle charging solutions. The company began in 2008 with an initial focus on product development, and first launched its SemaConnect EV charging solution in early 2011 consistent with the start of the new mass market EV industry.</p> <p>SemaConnect prides itself on its Core Values. Culture and experience for both employees and customers is at the forefront of all decisions.</p> <p>*Competence *Collaboration *Integrity *Loyalty</p> <p>SemaConnect has over 100 employees and is headquartered outside of Washington DC, in Bowie Maryland and has 9 field offices in Boston, Washington DC, Atlanta, Miami, Denver, Seattle, San Francisco, Los Angeles and Dallas.</p> <p>SemaConnect's primary business model is product-focused with lifetime service support. SemaConnect initially sells the EV charging station solution as a product which is then owned by the customer, and for the life of the product SemaConnect provides on-going service support which consists of data communications, cloud-based software for station owners and drivers, 1-800 customer service and 24/7 state-of-health monitoring.</p> <p>SemaConnect also offers Charging As A Service where the complete solution including the charging hardware is offered to our customers through a monthly service fee with no upfront payment.</p> |

| | | |
|---|---|---|
| | | <p>SemaConnect has built a business during the past 10 years (since the start of the mass market EV industry in 2011) with a strong foundation that includes the following pillars:</p> <ul style="list-style-type: none"> • Customer base – Over 1,500 accounts in the key segments of workplace, multifamily, public/retail • Product/Services – Best-in-industry EV charging solution developed fully in-house • Production – Vertically integrated supply chain. • Partnerships – Strong partnerships with leading players including CBRE, Electrify America, EVgo, PlugShare and Gilbarco Veeder Root • Competitive Position Today – Top two market share in North American commercial EV charging industry, and top provider of truly interoperable EV charging solutions <p>SemaConnect's commitment to delivering the best solution in the industry was validated with the award by Electrify America in 2017 of the lead share of the Electrify America workplace multifamily charging program. This program has been the most demanding program in the industry to-date, requiring SemaConnect as the lead supplier to install over 1,100 chargers in 215 properties across 15 US metros in under 18 months. The program requirements comprised delivering a fully turnkey solution from property qualification, to project design, to equipment production and delivery, to installation, to providing operational network and maintenance services through 2026.</p> <p>SemaConnect has paced its growth with the EV charging industry. As the EV industry is now rapidly approaching its inflection point, SemaConnect is in a major expansion phase that leverages its business foundation built since 2011. As part of this expansion, we closed a round of funding in Q4 2020 with Trilantic Capital Partners, a Private Equity firm with over \$9 billion of Assets Under Management. With the backing of Trilantic, SemaConnect is well positioned to lead the growth of the EV industry expected during the next 10 years.</p> <p>In terms of employees, today SemaConnect has 102 full time employees with a plan to double its team of employees during the next 18 months. Major areas of growth include:</p> <ul style="list-style-type: none"> • Expanding our 1,500 account commercial North American customer base • Dedicated Public Sector vertical led by Director of Government Programs and associated sales force • Growing best in industry fleet EV charging solutions for North America • Launching a smart single family home solution leveraging our in-house technology • Expanding into international markets <p>The SemaConnect EV charging solution is a comprehensive system including station hardware, cloud-based software for station owners and drivers, and smart phone apps for drivers which are fully networked to SemaConnect's network operation center.</p> <p>SemaConnect has deployed over 12,500 EV charging stations for over 1,500 commercial property customers in North America that comprise a range of applications that include multifamily, office, retail, development, corporation, hotel/resort, health care, university, public parking and government charging sectors.</p> <p>Example clients include:</p> <p>Multifamily *AvalonBay, Mill Creek, Camden, Bozzuto and GreyStar Government. * Oregon DOT, City of Satelie Beach, City of Springfield Education. * Milwaukee Technical Institute, CA K-12 Office *CBRE, JLL, C&W, Brookfield and Boston Properties Corporation * GE, Cisco Systems, Illumina, Dolby Labs and Geico Retail * Walgreens, Costco, Darden/Olive Garden, Edens Development * Wolfe, Emerald Fund, MRP Realty, DSF Group Hotel/Resort *Hyatt Regency, Crown Plaza, Stanford Park, Silverado Health Care *City of Hope, Hoag Medical Center, John Hopkins</p> |
| 8 | <p>What are your company's expectations in the event of an award?</p> | <p>SemaConnect expects to provide Sourcewell a complete scope of EVSE products and services to facilitate exponential growth to the public sector/non-profit vertical.</p> <p>SemaConnect fully expects this to be the "priority" contract vehicle of choice for its government program. We expect business to double year over year on this contract and have created a dedicated vertical to facilitate growth and alleviate administrative burden. In addition, a special project team is being created that involves marketing, finance, sales, administration, and customer service. This team will be responsible for contract execution and driving revenue.</p> |

| | | | |
|----|--|---|---|
| 9 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | See attached file upload for information on financial strength | * |
| 10 | What is your US market share for the solutions that you are proposing? | SemaConnect is currently the #2 OEM provider of EVSE services and HW according to DOE Alternative Fuel Datacenter and Chargepoint 2020 investor deck. This translates to roughly 8-12% marketshare and continuing to grow. | * |
| 11 | What is your Canadian market share for the solutions that you are proposing? | SemaConnect has roughly 1-3% Canadian marketshare. | * |
| 12 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | No | * |
| 13 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | a) non-applicable b) SemaConnect is OEM of EVSE related equipment and software. All products and software proposed under this are engineered and developed in house. SemaConnect does not utilize 3rd party software on any of its hardware platforms. This provides a single point of contact for all equipment and software troubleshooting. SemaConnect has a direct sales division of roughly 15 individuals operating across the US. In conjunction to the sales team, we have dedicated Government vertical . Sourcewell will be managed by the Director of Government Programs who will be hiring additional regional government support managers to drive sales through this contract upon award. In addition, SemaConnect is actively seeking triple the size of its salesforce within 6 months. Including a full inside sales team responsible for outbound calls. SemaConnect's service force is comprised of Customer Success Team and Field Service Team made up of 10 individuals. This team is slated to double in the next 6 months due to demand. SemaConnect also works with a number of resellers and distributors who hold various state /cooperative contracts, however it is the intent that SemaConnect will facilitate all sales and service directly. The exception being if a customer requires site design, electrical work, site preparation, unit install or remote area requires local attention for SLA's. In these cases, SemaConnect will work with its wide network of electrical contractors to facilitate "open market" quotes. | * |
| 14 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | Please refer to documentation attached that contains all product certifications. SemaConnect does NOT require "SemaConnect certified" or "SemaConnect authorized" 3rd party electrical installers. Our solution is fully contained and can be implemented by any licensed electrician. This benefit allows the customer to choose their preferred electrician to do the install without voiding warranty. SemaConnect will also work through its sub-contractor network if a total turnkey solution is needed (design, project management, utility work) or as previously mentioned remote geographic location requires local support. These SemaConnect network electrical subcontractors are all state licensed EC's. | * |
| 15 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | Non-Applicable. To the best of our knowledge SemaConnect has never had a contract terminated for non performance or non-compliance in the past 10 years. | * |

Table 3: Industry Recognition & Marketplace Success

| Line Item | Question | Response * |
|-----------|--|---|
| 16 | Describe any relevant industry awards or recognition that your company has received in the past five years | Sole provider of level 2 charging stations (1,123 stations) as part of the Electrify America project. EA was a non-profit entity setup to disperse green technology as part of the VW settlement fund, valued at over \$2 billion in green technologies. SemaConnect was premier supplier partner for this project. We were the largest recipient of this award during phase 1. |
| 17 | What percentage of your sales are to the governmental sector in the past three years | SemaConnect averages roughly 7-9% YOY government sales. |
| 18 | What percentage of your sales are to the education sector in the past three years | SemaConnect averages roughly 1-3% YOY education sales. |
| 19 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | SemaConnect does not currently hold any state, provincial, or cooperative purchases directly, but does have resellers, contractors, and distributors that hold various state contracts. That data is not tracked. |
| 20 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | Non-Applicable |

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name * | Contact Name * | Phone Number * |
|-------------------------------|------------------------|--|
| Oregon Dept of Transportation | Amy Regimbal | 503-986-2736 desk / 503-932-0305 cell amy.g.regimbal@odot.state.or.us |
| City of Eugene | Travis Hargitt | O: 541-682-5296 M: 843-670-2248 F:541-682-6806 www.eparkeugene.com THargitt@eugene-or.gov |
| City of Satellite Beach | Nicholas Frank Sanzone | Environmental Program Coordinator 565 Cassia Boulevard Satellite Beach, FL 32937 Tel: 321.773.4407 Fax: 321,779.1388 Website: www.satellitebeachfl.org Email: nsanzone@satellitebeach.org |
| Leon County Florida | Tessa Schreiner | Leon County Tessa Schreiner Sustainability Manager Office of Sustainability 1907 S. Monroe St., Tallahassee, FL 32301 (850) 606-5021 /work schreiner@leoncountyfl.gov |

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * |
|-------------------------------|---------------|--------------------|--|------------------------|----------------------------------|
| Oregon DOT | Government | Oregon - OR | Level 2 charging, delivery, device maintenance, and smart charging network services | \$6,000-\$25,000 | \$100,000.00 |
| EA | Non-Profit | Virginia - VA | Installed over 1,000 Level 2 charging devices nationwide as part of VW national infrastructure grant /settlement in partnership with EA, Including but not limited to installation, network services, and warranty services. | \$10,000- 100,000 | \$700,000.00 |
| City of Edmonds | Government | Washington - WA | Level 2 charging, delivery device maintenance, warranty, smart charging | \$7,000-\$14,000 | \$23,000.00 |
| Milwaukee Technical institute | Education | Wisconsin - WI | Level 2 charging, delivery, device maintenance, warranty, smart charging network services | \$6,000.00 | \$14,000.00 |
| Burrough of Maddison | Government | New Jersey - NJ | Level 2 charging, delivery, device maintenance, warranty, smart charging network services | \$6,000-\$10,000.00 | \$40,000.00 |

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question | Response * |
|-----------|---|--|
| 23 | Sales force. | <p>SemaConnect sales force consist of a Sr VP of Sales, VP of Business Development, (3) National Directors, and (8) Regional Sales Managers. The Director of Government Programs will be responsible for overall strategy and marketing of the Sourcwell award in conjunction with Regional Sales Managers and VP of Marketing. SemaConnect will look to grow is government vertical operations in the field upon award in order to have a dedicated sales force driving opportunities to the Sourcwell Cooperative Contract. This team will be solely focused on public sector/non-profit entities. This ensures public sector sales acumen, specialization and compliance to the full scope of the contract.</p> <p>In addition, SemaConnect will be tripling the size of the sales force within 6 months due to increased market demand. We will also be hiring additional compliance, administrative staff as necessary.</p> |
| 24 | Dealer network or other distribution methods. | All sales, marketing, service, and contract administration will be provided by SemaConnect directly unless otherwise noted below. |

| | | | |
|----|--|---|---|
| 25 | Service force. | <p>SemaConnect has unique industry leading service model of full replacement guarantee. This is achieved through our wide network of warehouses in strategic geographic regions. SemaConnect products are not dependent on part replacement or repeated service calls for troubled units. This ensures customer satisfaction and an SLA uptime guarantee of 98% for all units worldwide.</p> <p>In instances when a technician is needed to troubleshoot or provide on site assistance, SemaConnect service force consist of 5 regional service individuals, led by Service Delivery Manager. This team is set to double within 6 months due to industry demand.</p> <p>SemaConnect also utilizes its network of state licensed electrical contractors that can cover all of the US, Canada, and US territories both rural and metro. SemaConnect will provide 24hr service response for ALL customers.</p> <p>SemaConnect also will provide design, project management, and installation services through our electrical contractor network. SemaConnect will provide these as "open market" items per a customized scope of work and quote in conjunctions with our partners.</p> <p>Please refer to the attachment for service call flow diagram.</p> | * |
| 26 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | <p>The customer success team is comprised of over 14 individual customer support representatives and account managers. They are managed by the Director of Customer Success, Kait Metz. They provide support via phone and email and are available 24x7x365. We respond to customer inquiries as quickly as possible and aim to respond the same business day. All Key Performance Indicators on response time and issue close out are closely monitored to ensure overall 98% uptime as per our company SLA.</p> <p>The process for providing support is that an inquiry comes in via phone or email and a case is created. The support representative will work to resolve the case and will partner with other departments as needed, such as our field services team for repairing stations. The support team will also escalate internally if an issue is not being resolved quickly or if a repeated issue occurs. Once the issue is resolved, then the case is closed, and the customer is notified of ticket close out. All calls or issues are available for review upon request by the requesting entity.</p> <p>If a station owner needs to be involved in troubleshooting and fixing the station, then the account manager will also be involved in solving the issue, such as restarting the station or providing instructions on how to ship a station back to SemaConnect.</p> <p>Customer support team members have metrics in place to monitor the phone calls, cases worked, and responses to customers. This team works hand in hand with account management team and sales to ensure customer satisfaction. In addition, quarterly business reviews will be done by the sales team and account management team to ensure ongoing success and consultation on current state vs future state.</p> | * |
| 27 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | SemaConnect has been servicing all 50 states since its inception. Our willingness to grow and work with our customers has led us to become the #2 marketshare provider of EVSE products in the US. We are continuing to grow as an organization and plan to continuously expand our service, sales, customer service, and administration force by a minimum of 100% in the next 6 months. | * |
| 28 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | SemaConnect has full operational coverage of sales and support in Canada. We actively markets and sells to these entities. | * |
| 29 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | SemaConnect is NOT limited to any geographic areas of the US or Canada for all items proposed in this solicitation. | * |
| 30 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | SemaConnect will service and support all entities mentioned in this solicitation across the US, Canada, and associated territories. | * |
| 31 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | SemaConnect does not have any additional restrictions or requirements for these areas not identified in our Sales Terms and Conditions. | * |

Table 7: Marketing Plan

| Line Item | Question | Response * |
|-----------|--|--|
| 32 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>SemaConnect will use a combination of sales and marketing programs to help market the Sourcewell contract.</p> <p>The sales team has extensive coverage in all 50 states and field offices in each major region of the country. This provides SemaConnect with key insights into local markets and access to industry contacts, many of which we sell products and services in. Our sales team and our extensive database which has been curated over the years has access to clients and prospects in education at schools and universities, at both state and local government, in addition to other qualified entities who would benefit from promotion the Sourcewell Contract.</p> <p>SemaConnect will use it's 360 degree marketing programs to implement a Sourcewell marketing strategy that will not be limited to just the following:</p> <ul style="list-style-type: none"> · Email Campaigns – SemaConnect will develop and deliver targeted email campaigns and create awareness about the Sourcewell contract and its many benefits. We would target both prospects and eligible customers. · Internal Sales Training for both regional and national sales managers that would educate our teams on the benefits of the Sourcewell contract. · Internal Emails and Communications – In addition to the internal training, Sourcewell program materials and assets would be shared within through email and then placed in our internal marketing portal. · We will use the SemaConnect.com website create a Sourcewell Website page that will house all the relevant information pertaining to the contract, like contract information, price sheets, product flyers, technical documents, in addition to any contract updates. · SEO and Google Adwords – SemaConnect would use search engine optimization techniques and strategies to help drive “Sourcewell” traffic to the site. All digital materials will have meta-data that will help add to the credibility of the website and improve search rankings. We will also develop an Google Ads campaign that will drive some PPC traffic. · Marketing Materials – SemaConnect will develop specific co-branded Sourcewell flyers and materials to help create awareness and outline the benefits of the contract to our public facing customers and prospects. We will make these materials and any other relevant materials available on the Sourcewell web page and company intranet. · National Conferences and Regional Shows – SemaConnect will attend government procurement events at a national level showcasing its products and services in addition to promoting the Sourcewell contract to eligible clients and prospects. In addition to our national events, our sales managers schedule many regional shows throughout the US to promote our products, services and the Sourcewell contract. · Press Release – we would schedule a press release announcing availability of and listing the benefits of the contract. This press release will live on our website and add to the overall SEO strategy. We also push this release through our social media channels. · Webinars – we will help promote the Sourcewell contract and create awareness through our monthly, educational webinars. <p>Sample marketing materials have been included.</p> |
| 33 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | <p>SemaConnect, as previously mentioned, places tremendous importance on leveraging the latest digital marketing technologies. We have spent the last few years improving our domain authority and using technology and digital data to attract more new visitors to our website improve our search engine rankings.</p> <p>Every piece of content created, is built with meta-data best practices in mind. That includes meta-descriptions, keywords, keyword phrases, density. We also boost the relevance of our content by optimizing for related keywords people use. Digital materials created for Sourcewell will all use SEO best practices to help improve the index-ability of the Sourcewell contract. This will include the main webpage and pages containing Sourcewell content, including pdfs, articles, blog posts, webinars, images, etc.</p> <p>SemaConnect will also use its social media programs to announce the awarded contract on external branded media such as Facebook, Twitter, LinkedIn, and Instagram. We will use our social media platforms to educate followers on Sourcewell news, program updates, blog articles, webinars and more. We will also send an e-newsletter announcing this contract and mention the award in our monthly webinars.</p> |

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| 34 | <p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?</p> | <p>SemaConnect Public Sector Team believes that a strong partnership with Sourcewell will provide an opportunity to collaborate on marketing efforts which will result in mutual success. We would request a marketing strategy meeting with our Sourcewell Contract Manager upon award to learn the best practices of Sourcewell and its most successful vendors for this contract. Below are some of the items that SemaConnect would look to Sourcewell for help in promoting our contract.</p> <ul style="list-style-type: none"> • Member Communication of Award - Upon award, we would request Sourcewell's resources to launch SemaConnect contract award. This could be done via a live introduction webinar at the Sourcewell office and other mediums that Sourcewell would recommend. • SemaConnect Customer Updates - SemaConnect would utilize Sourcewell's resources to update customer on the addition of products and/or services or any other contract related information. Including but not limited to social media, direct mailings, email campaigns, outbound sales campaigns. • Customer Engagements - SemaConnect would request assistance from Sourcewell on customer engagements including answering member questions, prospective customer meetings, contract validation discussions and any other contract related engagements that require Sourcewell assistance to move an opportunity forward. • Training Internal - We would request assistance with Regional and Local Sales Meetings to share Sourcewell's cooperative contract talk track and benefits in your words. On occasion, we would ask that Sourcewell be involved in specific meetings that are focused on a specific market or customer engagement. Meetings will be remote until COVID-19 guidelines allow for in person meetings and it would be based upon Sourcewell availability. • Sourcewell Member Product Showcases - We like to showcase our industry-leading technology to captive audiences. We would request Sourcewell's assistance in inviting members to SemaConnect . • Email / Direct Mail Sourcewell Membership - With Sourcewell's assistance, SemaConnect would request access to a membership list with email addresses and /or mailing addresses to introduce SemaConnect technology to the Sourcewell membership and provide information on what we have to offer via the Sourcewell contract. The membership list would also be used of other Sourcewell approved communications such as product announcements, product showcase invitations or other exciting updates. <p>All associated sales and marketing will be driven from the Government Programs division of SemaConnect under direct supervision of VP Marketing, VP of sales, and Director of Government Programs.</p> |
| 35 | <p>Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p> | <p>Due to the fact the SemaConnect provides complex products and services that require detailed configuration and a solutions-based, consultative approach, we do not provide the ability to order through e-procurement. SemaConnect is customer focused and our sales managers ensure that products and services match the needs and specifications of the client. Post-sales Account Management team also work closely with clients to set-up and configure pricing and access control to our products.</p> |

Table 8: Value-Added Attributes

| Line Item | Question | Response * |
|-----------|---|--|
| 36 | <p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p> | <p>All training on SemaConnect equipment and software platform is standard and available at no additional cost. SemaConnect customers are assigned an Account Manager who is responsible for training the station owner to completely customize and operate our platform. SemaConnect provides station owners online video training modules as well so they can learn at their own pace or revisit specific modules at any time. Station owners can work with their Account Manager at any point in the future for any additional help at no cost.</p> |

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| 37 | Describe any technological advances that your proposed products or services offer. | <p>SemaConnect offers a range of advances / capabilities for key stakeholders including charging station owners, drivers and third party partners.</p> <p>Software/Charging Management Capabilities for Charging Station Owners SemaConnect's charging management software includes:</p> <p>Commercial Charging Management Software – This software includes exceptional capabilities for commercial charging station owners to easily provide charging services at their properties. The software enables our customers to easily configure their charging program for preferred pricing and access policies as well as monitor and manage their program through a robust reporting capability. This software enables workplaces to manage access control and provide charging to employees. The software also enables other facilities such as retail locations to monetize charging.</p> <p>Multifamily Charging Management Software – This software enables multifamily firms to easily implement dedicated charging programs for individual apartment tenants. The software is capable of enabling multifamily customers to easily establish pricing policies, manage direct billing of individual tenants and monitor utilization and energy usage across their portfolio.</p> <p>Load Management Software – SemaConnect's Load Management software enables charging station owners to optimize their charging program by adjusting the power delivery of their chargers. The software enables customers to easily perform both Peak Power Management and Power Sharing Management across a group of chargers at the circuit, panel or site level. Peak Power Management includes the ability to set peak power in a variety of ways including dynamic demand response (i.e. in response to external signals from either an electric utility or third party building management software platform). Power Sharing Management includes the ability to select either static or dynamic algorithms for sharing the peak power across a group of chargers.</p> <p>Fleet Management Software – SemaConnect's Fleet Management Software enables a fleet manager to manage charging either by fleet vehicle type or by individual vehicle. The software includes the capability to establish key charging parameters such as expected vehicle plug-in time, start-of-charge time, target delivered energy and expected plug-out time. The fleet management software algorithm uses machine intelligence and data analytics to optimize charging for fleet vehicles. Also, SemaConnect's software is easily integrated with vehicle telematics platforms, route planning software and traditional fleet management software platforms.</p> <p>Software Charging Management Capabilities for EV Drivers SemaConnect has both cloud-based software and mobile smart phone apps for EV drivers. SemaConnect's cloud-based software has a range of features which include enabling drivers to set-up a SemaConnect account, provide a method of payment, provide notification preferences (e.g. text message when battery fully charged), as well as track and monitor charging history. SemaConnect's smart phone apps enable drivers to easily find chargers, check real-time availability and start and pay for charging sessions. Our smart phone app also includes application specific features such as a "wait list" capability for drivers to be notified when a charger becomes available at their property.</p> <p>Software Charging Management Capabilities for Third Party Partners SemaConnect has a strong commitment to providing our customers (i.e. charging station owners/operators) exceptional value by both delivering an exceptional charging solution as well as integration and interoperability with key value added players in the charging ecosystem (e.g. auto makers, electric utilities, other EV network service providers and third party software application providers). As part of this commitment, SemaConnect fully embraces industry interoperability standards including OCPP, OCPI and Open ADR 2.0b</p> <p>Charging as a Service (CAAS) - Follows standard capital model leasing for large transaction sizes 1-5 year. This can be customized method uses the charger as owner/operator model for revenue recuperation.</p> |
| 38 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | <p>SemaConnect products are Energy Star compliant</p> <p>ENERGY STAR: Products that meet certain standards can be registered as ENERGY STAR devices as part do an energy saving program for office equipment. Implemented in 1995 through an agreement between the Japanese and US governments, the international program has expanded with the participation of the EU, Canada, Australia, New Zealand, Taiwan and other countries.</p> |

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| 39 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | Non-Applicable. SemaConnect does not use any third party equipment or software. All products and software are designed and engineered in house. | * |
| 40 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | SemaConnect does not hold any certifications, but does work with diversified partners for products, services, and various business opportunities. (SBE, SDVOSB,WMBE) | * |
| 41 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | <p>SemaConnect offerings have been very successful as a result of the following differentiators:</p> <p>1) Ease of Install – A strong differentiator in general for SemaConnect is ease of installation. Our key design criteria is a sleek and compact form factor for our charger's that enables SemaConnect to ship the product "fully assembled." This reduces labor costs in installation as well as enables the commercial property customer to use their preferred electrical contractor for installation. We also do not require any commissioning, certifications, or special licenses to install our products. This give Sourcewell entities the option to use their own contracted EC's to install or in the cases where it is required, we can provide full cradle to grave design, install, and project management via open market quote with our network of electrical contractors that cover all the US and Canada.</p> <p>2) We do not obligate the station owner to a software contract. We actually give the first year complimentary and it is optional after the first year. The chargers do not require network service to operate in "open access".</p> <p>3) SemaConnect is committed to clearly differentiate itself from our competition. Our key software differentiators are summarized below. Note: The first item "Full Solution Developed In-House" differentiates SemaConnect in that we provide both hardware and software as an integrated solution developed in-house by the SemaConnect engineering team. We have 10 years of experience that has demonstrated the strong advantage for our customers of having a "Full Solution Developed In-House" as described below.</p> <p>a) Full Solution Developed In-House – A strong differentiator from the majority of our competitors is that SemaConnect develops all aspects of the solution in-house, hardware, software and network technology. Of particular significance is the development and control over all aspects of the software, including the embedded software that is on the charger itself as well as the cloud-based software that comprises that charging management platform. This enables SemaConnect to rapidly add new features for customers, efficiently troubleshoot any issues and quickly integrate with third party software platforms and network providers.</p> <p>b) Truly Interoperable Solution – A significant differentiator from our direct competitor is our absolute commitment to third party providers in the industry that enable our solution to deliver an exceptional experience for our customers and drivers. A key example of this is the PlugShare app. PlugShare is by a wide margin the most popular app in the industry for drivers to locate commercial charging stations in the US. SemaConnect pioneered together with PlugShare the Pay-with-PlugShare feature which gives EV drivers a full experience including the ability to check real-time availability, start and pay for charging sessions all on SemaConnect chargers. In contrast, our direct competitor's chargers have only basic charger information on PlugShare.</p> <p>c) Rapid Custom Feature Development – SemaConnect's in-house engineering team has continuously improved our software development process during the past 10 years. SemaConnect's senior engineering leaders including our CTO have been with the company essentially since the beginning. As a result, SemaConnect has developed an exceptional ability to rapidly respond to the needs of our customers and strategic partners.</p> <p>4) Maintenance- SemaConnect is the only OEM provider to offer a full replacement maintenance plan during the course of valid warranty. At any time if an issue develops with a unit that cannot be fixed via phone. SemaConnect will ship a brand new "fully assembled" unit at no cost. This full replacement plan ensure that uptime is not determined on parts availability, technician availability, or recurrent problematic units.</p> | * |

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question | Response * |
|-----------|---|---|
| 42 | Do your warranties cover all products, parts, and labor? | <p>SemaConnect Full Replacement warranty covers all products offered within this proposal.</p> <p>SemaConnect will provide a one (1) year parts and labor warranty for all new Chargers purchased. Warranty shall go into effect 30 days from the shipment date of the charger.</p> <p>All third party hardware and software furnished by SemaConnect hereunder are subject exclusively to the respective manufacturer's warranty. SemaConnect shall pass through to Sourcewell members all such applicable warranties.</p> |
| 43 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | Yes, please refer to SemaConnect Warranty Agreement document for additional information |
| 44 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | Yes, SemaConnect covers the travel expense of technicians to perform warranty repairs |
| 45 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | No, We cover entire United States and Canada, including US territories. |
| 46 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | <p>SemaConnect full replacement Warranty cover all the SemaConnect products offered within the proposal.</p> <p>All third party hardware and software provided by SemaConnect hereunder are subject exclusively to the respective manufacturer warranty. SemaConnect will pass through corresponding warranties to all Sourcewell members.</p> <p>Please refer to warranty attachment for additional information.</p> |
| 47 | What are your proposed exchange and return programs and policies? | <p>Seller has a general "no return policy," except for defective goods that may be returned in accordance with SemaConnect's Limited Product Warranty. No return or cancellation of orders already accepted is permitted without prior written authorization of Seller (obtained prior to shipment or after receipt). Approved returns will be subject to a 25% cancellation fee, and Customer will be responsible for all transportation charges</p> |
| 48 | Describe any service contract options for the items included in your proposal. | All SemaConnect products and services come with a 1 year warranty, with the option to extend that warranty up to 5 years per our pricing sheet. |

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question | Response * |
|-----------|--|---|
| 49 | Describe any performance standards or guarantees that apply to your services (network uptime, power management, charging capabilities, etc.) | <p>SemaConnect SLA guarantees uptime of 98%, barring any customer electrical issue, or cellular carrier outage.</p> <p>All Maintenance performance is 1 business day from the day of mutually agreed scheduled maintenance date</p> <p>SLA's for Charging Accuracy are designated within within 1% .Maintenance accuracy are defined within 2%.</p> |
| 50 | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | <p>SemaConnect will provide all Sourcewell customers the capability to generate a usage data report with a report time range between Sunday at midnight UTC to Saturday at midnight UTC, ignoring daylight savings time. SemaConnect will also provide Quarterly Business Reports for customer review to ensure SLA's. SemaConnect also gives each customer the ability to set their own metrics for device usage, policy, and cost for end user training via the smart charging network.</p> <p>All KPI's are continuously monitored by the Customer Success Team and available upon request. We offer 24/7/365 customer support for both driver and owner.</p> <p>All Maintenance performance or replacement is (1) business day from the day of mutually agreed scheduled date. SemaConnect also has the ability to troubleshoot during non-working hours and weekend. SemaConnect will work with clients upon request if customized KPI for fleet/driver management are needed.</p> |

Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * |
|-----------|---|--|
| 51 | What are your payment terms (e.g., net 10, net 30)? | Net 30 Days |
| 52 | Describe any leasing or financing options available for use by educational or governmental entities. | <p>SemaConnect offers a low monthly payment option to fund the charging stations and installation. Key features of the financing option:</p> <ul style="list-style-type: none"> • Includes both the equipment price as well as installation project price • May include extended warranty and network service fees • It is a capital lease, so you can recognize as an asset on your balance sheet and: <ul style="list-style-type: none"> • Realize depreciation benefits • Realize potential state and local tax credits for purchasing EV charging equipment • Lease term flexible, from 12 to 60 months • At end of term, can buy-out lease for \$1.00 <p>SemaConnect partners with Noreast Capital and does not require a minimum to finance. All financing is based on "final credit approval" via attached documents.</p> |
| 53 | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders. | <p>SemaConnect utilizes industry leading technology for both customer relationship management (SalesForce) and accounting/billing (Oracle Netsuite).</p> <p>All corresponding contract activity will be logged and matched using the Sourcewell contract Master Service Agreement which will be setup upon award. All entities quoted utilizing the Sourcewell contract will then be linked with a single MSA. All corresponding Sourcewell contract pricing will be created and catalogued under the MSA. This information is housed in both Salesforce and NetSuite and is integrated into the sales process from quote to order fulfillment. This direct API integration of Salesforce and NetSuite ensure complete contract compliance under the MSA from quote to order processing. Upon receipt of PO , NetSuite will log all transactions under the Sourcewell MSA. This complete audit log of transactions ensure that all Sourcewell related procurement is housed and accounted for in one location for easy quarterly reports and remittance.</p> <p>In addition, technology rules and framework, a dedicated team composing of Director of Finance, Compliance, Customer Success, and Director of Government Programs will ensure human oversight of all transactions.</p> |
| 54 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | SemaConnect will accept all procurement cards and credit cards at no additional costs. |

Table 11: Pricing and Delivery

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

| Line Item | Question | Response * |
|-----------|---|--|
| 55 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | SemaConnect is offering a discount of 25% off MSRP. All line items have a corresponding discount associated with them. Network service and warranties typically are not discounted items hence our 0% discount, but SemaConnect will consider volume based discounts on these items on a per opportunity basis. |
| 56 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | SemaConnect is offering Sourcewell a discount of 0-25% off MSRP. |
| 57 | Describe any quantity or volume discounts or rebate programs that you offer. | SemaConnect is open and willing to spot discount listed contract pricing, based on volume and competitiveness. |
| 58 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. | Depending on the product or service that was needed, if it falls within the scope of the resulting contract, we would first attempt to get the item added to the contract. If for some reason the customer needed it right away or we were not able to add it, SemaConnect will offer them an open market price, based on a discount from MSRP. SemaConnect will also offer all complete turnkey design, electrical, construction, project management, utility work as an open market item. The complexity and variability of each customer make it impossible to determine an upfront cost to Sourcewell without an onsite evaluation and require a custom quote to ensure the customer is completely satisfied with the end product. Our pricing sheet reflects this need for a customized quote. |
| 59 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | SemaConnect charges the station owner a 5% credit card/transaction fee to store and collect revenue from drivers to the owners based on usage of the charging stations. If the entity chooses to not charge per session than this 5% is Non-applicable. |
| 60 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | SemaConnect contracts with UPS for all freight, shipping, and delivery via UPS market rate. If customer prefers to use their "own" logistics partner, SemaConnect will accommodate. SemaConnect will provide a shipping estimate on ALL quotes. All orders are fulfilled and delivered within 30 days of receipt of PO. |
| 61 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | SemaConnect does not have any difference in terms to any offshore deliveries, or states/territories outside of the contiguous US. |
| 62 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | SemaConnect gives the option to every customer to either use our UPS freight program or their own preferred logistics carrier. SemaConnect will work with any insured carrier a customer requests. |

Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|-----------|---|--|
| 63 | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | SemaConnect is offering substantial discounts to Sourcewell usually only available to "premier" identified distributors. |

Table 13: Audit and Administrative Fee

| Line Item | Question | Response * |
|-----------|--|--|
| 64 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. | <p>SemaConnect utilizes industry leading technology for point of sales, accounting, billing and compliance software. The Sourcewell Contract will be assigned a Master Services Agreement number in a customized version of Salesforce and Oracle NetSuite. Upon an order under this contract, all PO's will be required to identify contract number, pricing, MSA and all terms/conditions. These quotes will all be generated out of Salesforce with direct api into Oracle Netsuite with the corresponding MSA information. NetSuite will ensure the total contractual relationship between Sourcewell, SemaConnect, and the end user customer are honored, including 2% administration fee.</p> <p>All contract compliance is managed by the special project team Director of Finance (Rachel Hahn), Director of Customer Success (Kait Metz) and Director of Government Programs (Jim Nemec). This contract will also be designated a special project. Special Projects are monitored by a single team of assigned project manager, finance, operations, and sales. This project management team must do periodic, at a minimum of monthly, reviews to confirm that the project is tracking properly based on various KPI and administrative coding. For finance this includes pricing and payables to report on compliance. This ensures all pricing, rebates, and remittances are received timely by the Sourcewell. Through these processes SemaConnect will be fully capable of reporting quarterly sales and remits back to Sourcewell.</p> <p>SemaConnect has been through a PCAOB compliant audit by two large notable firms required prior to large capital investment from Trilantic Capital Partners.</p> |
| 65 | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | <p>Success will be monitored using a team effort of marketing, sales, and accounting. SemaConnect will be actively tracking opportunity, customer engagement, sales revenue via Salesforce and Oracle Netsuite. The Director of Government Programs will be pulling monthly KPI's from the direct sales team to determine opportunity rate and segment as well as dictating changes for increasing market penetration. Marketing will work in conjunction with sales tracking email, phone, mail, webinar events to drive success. Quarterly sales reports will be used to determine growth within a year and YOY for term of the contract.</p> |
| 66 | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | <p>SemaConnect is offering a 2% administrative fee for all hardware and network service agreements. Additional years of warranty purchased are not subject to this fee.</p> |

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

| Line Item | Question | Response * |
|-----------|--|---|
| 67 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | <p>SemaConnect is offering a full line of Level 2 charging stations for employee, general public, and fleet operations. We offer equipment at 30-80 amp power output. All equipment comes with a fully integrated smart charging network operated via cellular infrastructure.</p> <p>All 3rd party network services reference cellular network providers used for RF signal for devices</p> <p>We also offer automated revenue system for electricity usage and subsequent revenue capture. All products and services come with warranty and network service plan.</p> |
| 68 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | The only subcategory listed are for full "cradle to grave" design, installation, electric implementation services. This will be done as an "open market " item and will be quoted per specific instance. |

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

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

| Line Item | Category or Type | Offered * | Description / Comments * |
|-----------|--|--|---|
| 69 | Non-network electric vehicle charging hardware | <input type="radio"/> Yes <input checked="" type="radio"/> No | NA |
| 70 | Network electric vehicle charging hardware | <input checked="" type="radio"/> Yes <input type="radio"/> No | Various level 2 smart charging stations for employee, general public, and fleet operations ranging from 30-80 amps. Various levels of network service agreements. |
| 71 | Services related to electric vehicle charging hardware (refer to RFP Section II. B. 1. b.) | <input checked="" type="radio"/> Yes <input type="radio"/> No | <p>SemaConnect offers warranties, training, and charging as a service options on all SemaConnect products at no additional cost</p> <p>Options for extended warranties cover SemaConnect products only and are listed in pricing documents.</p> |
| 72 | Site assessment, site preparation and materials, and installation services related to electric vehicle charging hardware | <input checked="" type="radio"/> Yes <input type="radio"/> No | SemaConnect ease of install model allows for total customer control of install giving them freedom of choice for install. In cases where the customer wishes to have SemaConnect provide cradle to grave services, we will offer this service as an "open market" item due to the high variability of cost based on scope. We have a nationwide network of EC to assist in US and Canada. All quotes will be generated based on "on site" evaluation, customer need, current state evaluation, and future planning. |
| 73 | Network service provider or operator | <input checked="" type="radio"/> Yes <input type="radio"/> No | <p>SemaConnect operates its own Network service platform with full interoperability with multiple 3rd party networks (i.e Plugshare, Chargehub) We are fully OCPP compliant.</p> <p>SemaConnect prides itself for providing open network solutions developed, owned, and operated in house. 1st year network services are included in all new equipment purchases and available for purchase in sequential years as defined in our pricing document.</p> |
| 74 | Charge monitoring, reporting, or billing services | <input checked="" type="radio"/> Yes <input type="radio"/> No | SemaConnect will offer this service via our smart charging software and portal. A dedicated Account Manager will be assigned upon customer request. This service is inclusive of our offering and is available at no additional cost as part of the network service agreement. |
| 75 | Grid or power management solutions | <input checked="" type="radio"/> Yes <input type="radio"/> No | SemaConnect is capable of integrating grid requirements and Automated Demand Response (ADR) protocols. We also have software capabilities to reduce load when limited infrastructure is available. This is inclusive of our offering. |

Table 15: Industry Specific Questions

| Line Item | Question | Response * |
|-----------|--|--|
| 76 | Describe the process for installation of your products or services and explain the method of quotation, as applicable. | <p>SemaConnect is a key differentiator in the EVSE marketplace as it applies to installation. Our product does not require a certified technician or licensed installer to connect or commission charging station. This allows for the flexibility of the end user customer to determine the best method of installation, and the choice to utilize preferred contractor.</p> <p>SemaConnect prides itself on the simplest install industry wide. All devices come fully assembled and intact. The only necessary step to install a SemaConnect unit is to connect power assembly. All other commissioning, network services, and warranty are inclusive of our offering.</p> <p>In the case where the end user requires design, full installation, or electrical consultation. SemaConnect will provide services through our network of Electrical contractors as an open market item with a quote based on the site evaluation.</p> |
| 77 | If your proposal includes delivery of services by prequalified contractors, describe your method of prequalification. State how prequalified contractors will be identified or selected by Sourcewell Participating Entities in the event of contract award. | <p>SemaConnect prides itself on being an open easy to install platform that any licensed contractor can install. We do NOT require additional certification or pre-qualification for the installation of our product.</p> |
| 78 | Identify the data collected during the initial installation of your equipment, products, or services. Identify the data collected when your equipment, products, and services are accessed by an end-user. | <p>SemaConnect collects the following data points on initial installation:</p> <ul style="list-style-type: none"> -Device location -Power -cellular signal -unit operation <p>All subsequent data points that are managed and monitored are done via our SemaConnect smart charging network portal. Every customer has full administrative rights onto all data points and can limit accordingly if required. Data points that can be accessed are as follows by administrative customer platform:</p> <ul style="list-style-type: none"> - availability -charge cost models -uptime -usage -power draw -number of charging sessions <p>SemaConnect driver privacy is top priority. SemaConnect does NOT gather any sensitive user information. All transaction related data such as credit card, purchase card, plug share payment or stored and monitored by the merchant. These transactions are all PCI compliant and SemaConnect gathers no data from this. Any information gathered from a user if not given express permission beforehand. SemaConnect has never had an information security breach, either internally or externally, of our customer or end user base of products and services to the best of our knowledge.</p> |
| 79 | Identify the storage location for all data collected in the use of your equipment, products, or services. Describe applicable data security measures and identify any services performed outside the US or Canada, as applicable. | <p>All network data is stored in a cloud based environment via Amazon Web Services (AWS). AWS is a leading provider of FedRamp certified cloud services that provide total NIST, Common Criteria, compliance. All data is stored is geographically disperse data centers owned and operated by AWS in Virginia. SemaConnect does not house any privacy sensitive data in house. All revenue generated activity from credit card transactions are protected by merchant processors programs and PCI compliant. SemaConnect prides itself on being able to provide top level service and performance without needing to collect sensitive data directly. All top level security protection for all our app and station charge session transactions are PCI compliant and protected by merchant processors.</p> <p>Customer Service related issues outside of normal business hours are performed by our India based customer service team.</p> |

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - Financial Data.pdf - Thursday April 22, 2021 13:15:39
 - [Marketing Plan/Samples](#) - Marketing Samples.zip - Wednesday April 21, 2021 14:33:20
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - SemaConnect Product Warranty.pdf - Sunday April 18, 2021 20:12:06
 - [Pricing](#) - Sourcewell Pricing doc (v2).pdf - Thursday April 22, 2021 11:57:22
 - [Upload Additional Document](#) - Sourcewell Other Doc zip.zip - Wednesday April 21, 2021 17:53:52

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jim Nemece, Director of Government Programs, SemaConnect

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

Yes No

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

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

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|--|-------|
| Addendum_8_EV_Supply_Eqpt_RFP_042221 Thu April 15 2021 05:17 PM | <input checked="" type="checkbox"/> | 2 |
| Addendum_7_EV_Supply_Eqpt_RFP_042221 Tue April 13 2021 06:10 PM | <input checked="" type="checkbox"/> | 3 |
| Addendum_6_EV_Supply_Eqpt_RFP_042221 Mon April 12 2021 06:28 PM | <input checked="" type="checkbox"/> | 2 |
| Addendum_5_EV_Supply_Eqpt_RFP_042221 Tue April 6 2021 08:27 AM | <input checked="" type="checkbox"/> | 1 |
| Addendum_4_EV_Supply_Eqpt_RFP_042221 Thu April 1 2021 05:07 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_3_EV_Supply_Eqpt_RFP_042221 Fri March 26 2021 09:24 AM | <input checked="" type="checkbox"/> | 1 |
| Addendum_2_EV_Supply_Eqpt_RFP_042221 Mon March 15 2021 06:38 PM | <input checked="" type="checkbox"/> | 2 |
| Addendum_1_EV_Supply_Eqpt_RFP_042221 Thu March 11 2021 05:32 PM | <input checked="" type="checkbox"/> | 1 |



COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #042221
Entitled

Electric Vehicle Supply Equipment and Related Services

The following advertisement was placed March 4, 2021 in *USA Today*, in South Carolina's *The State*, in *The Oklahoman* and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://portal.sourcewell-mn.gov>, Biddingo, Merx, The New York State Contract Reporter www.nyscr.ny.gov, PublicPurchase.com, and March 5, 2021 in Oregon's *Daily Journal of Commerce*:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Electric Vehicle Supply Equipment and Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 22, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

| | |
|-----------------------|-------------------------------|
| 647514 Ont. Inc. | Kohler Power Systems |
| ABB | Konnectronix, Inc. |
| ABB Canada | LeadingAhead Energy |
| Aescit Corp | Lightning Systems |
| Altro | Lightspec |
| Ample, Inc. | LilyPad EV, LLC |
| AMPLIFY Power, Inc. | Lion Buses, Inc. |
| Andromeda Power, LLC | Livingston Energy Group, LLC |
| APS FireCo | Miner, Ltd. |
| Battery Systems, Inc. | Momentum Dynamics Corporation |
| BEAM Global | Moser Services Group, LLC |
| Bergstrom, Inc. | MSC INDUSTRIAL SUPPLY |
| Blink Network, LLC | NAD Grid Corporation |
| ChargeLab, Inc. | National Car Charging, LLC |

| | |
|--|---|
| ChargePoint, Inc. | Nexgen Municipal, Inc. |
| ChargerCrew Canada | North Coast Electric |
| CLEARResult Consulting, Inc. | NovaCHARGE, LLC |
| ClipperCreek, Inc. | Nuvve Holding Corporations |
| Continental Mine and Industrial Supply, Ltd. | Oakcreek Golf & Turf |
| Deerland Equipment | Oasis Charger |
| Department of General of Services | Opconnect, Inc. |
| Diversified Power, Inc. | PACCAR Parts (PACCAR, Inc.) |
| Domino Highvoltage Supply Inc. | Pacific Lighting Mgt, Inc. |
| Don Brown Bus Sales, Inc. | Pacifico Ford, Inc. |
| EASY Charge, Inc. | Paired Power, Inc. |
| Electrada, LLC | Parts Authority, LLC |
| Electrify America, LLC | PCS Energy |
| Electriphi, Inc. | Peterbilt Motors Company |
| Enel X North America, Inc. | Pine Shore Energy, LLC |
| Energetics | PlugIn Stations Online, LLC |
| Envision Solar International, Inc. | Precise ParkLink, Inc. |
| EV Connect, Inc. | Proterra, Inc. |
| EVBox Group | Proventus Global, Inc. |
| EvGateway | Rentokil North America |
| EVgo Services LLC | Revitalize Charging Solutions, Inc. |
| EVOCHARGE - Phillips and Temro Industries | Rivian, LLC |
| EVSE, LLC | Rowan University |
| EVunited | SemaConnect |
| Faith Technologies | Siemens Industry, Inc. |
| FLO Services USA, Inc. | Sled Consulting, LLC |
| FreeWire Technologies | State of Maine DAFS-Central Fleet Mgmt |
| Gilbarco, Inc. | The Mobility House, LLC |
| Greenspot | Trapeze Software Group, Inc. |
| HELIOX TECHNOLOGY, INC. | Verdek, LLC |
| In-Charge Energy, Inc. | VIRICITI, LLC |
| iSun Energy, LLC | Webasto Charging Systems |
| Jacobsen | Wireless Advanced Vehicle Electrification, Inc. |
| JF Acquisition, LLC | Xos |
| JF PETROLEUM GROUP | Zeco Systems, Inc. |
| Jobbers Equipment Warehouse, Inc. | ZEF Energy |

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on April 22, 2021, at 4:35:09 pm CT. Proposals were received from the following:

ABB
Ample, Inc.
AMPLY Power, Inc.
Andromeda Power, LLC

Blink Network, LLC
ChargeLab, Inc.
ChargePoint, Inc.
ClipperCreek, Inc.
Electrada, LLC
Electriphi, Inc.
Enel X North America, Inc.
Envision Solar International, Inc.
EV Connect, Inc.
EVBox Group
EvGateway
EVgo Services LLC
EVOCHARGE - Phillips and Temro Industries
EVSE, LLC
Faith Technologies
FLO Services USA, Inc.
FreeWire Technologies
Gilbarco, Inc.
HELIOX TECHNOLOGY, INC.
In-Charge Energy, Inc.
iSun Energy, LLC
JF PETROLEUM GROUP
Konnectronix, Inc.
LilyPad EV, LLC
Lion Buses, Inc.
Livingston Energy Group, LLC
Moser Services Group, LLC
NAD Grid Corporation
National Car Charging, LLC
NovaCHARGE, LLC
Nuvve Holding Corporations
Opconnect, Inc.
Pacific Lighting Mgt, Inc.
PCS Energy
Pine Shore Energy, LLC
PlugIn Stations Online, LLC
Rivian, LLC
SemaConnect
Siemens Industry, Inc.
The Mobility House, LLC
Verdek, LLC
VIRICITI, LLC
Wireless Advanced Vehicle Electrification, Inc.
Zeco Systems, Inc.
ZEF Energy

Proposals were reviewed by the Proposal Evaluation Committee:

Greg Grunig, Procurement Lead Analyst
Michael Munoz, CPPB, Procurement Analyst
Carol Jackson, Procurement Analyst
Stephanie Haataja, CPIM, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that all proposal responses met the scope and mandatory submittal requirements and were evaluated.

Blink Network, LLC, offers Level 2 and DCFC chargers along with a broad range of related services. They have a direct sales structure and a reseller network to serve participating entities across the United States. Blink Network offers Sourcewell participating entities a solid discount off MSRP for networked chargers with volume discounts available.

ChargePoint, Inc., and their group of value-added resellers, offer Sourcewell participating entities a turnkey EVSE solution utilizing networked DCFC and Level 2 chargers. Their installer network, technical support team, and operations and maintenance partners are available to respond to service needs in the US and Canada. Chargepoint offers a competitive discount to Sourcewell participating entities.

EV Connect, Inc., provides an open standards-based software platform and sales of a variety of equipment manufacturer Level 2 and Level 3 networked charging solutions. They have demonstrated experience with deployed systems in both Canada and the United States. EVConnect offers significant discounts from list pricing on both hardware and software.

EVBox Group offers a line of AC and DC EV charging hardware, a variety of service options, and access to five alternatives in charging management software provider. They also have an available vendor partner offering a "ready-to-operate" program for a turnkey solution priced on either a time and materials or fixed fee basis. EVBox is offering a range of discounts from MSRP to Sourcewell participating entities in the US and Canada.

FLO Services USA, Inc., presents a range of networked and non-networked Level 2 and DCFC chargers, network services, maintenance support, and warranty service through their expansive distribution network across the United States and Canada. Their service contracts allow Sourcewell participating entities to streamline preventative and corrective maintenance planning. FLO Services offer sizable MSRP discounts (both USD and CAD) and a range of volume discounts to participating entities.

FreeWire Technologies manufactures and distributes direct current fast chargers (DCFC) with integrated battery storage technology. The battery technology offers an alternative for rural installations and addresses potential power grid constraints or grid outage situations. FreeWire has a blended model of direct and dealer network sales and service coverage for Sourcewell participating entities across the United States and Canada. They offer a discounted MSRP pricing to Sourcewell entities.

Livingston Energy Group, LLC, provides networked and non-networked Level 2 Charging stations for Sourcewell participating entities in Canada and the United States. In addition to hardware, Livingston offers a variety of subscription services, installation, and warranty service. Livingston offers sizable discounts from list pricing.

Nuvve Holding Corporation manufactures hardware and software for Level 2 and DCFC charging systems. Their solutions and related services are available through a mix of direct sale, dealer, distributor and reseller channels

covering the United States and Canada. Nuvve's vehicle-to-grid system allows owners to earn revenue and offset costs by providing energy to the grid. They offer a competitive pricing discount from MSRP with volume discounts also available.

SemaConnect presents a range of Level 2 chargers, with all devices arriving fully assembled and intact allowing for flexibility in installation alternatives. Their organic sales team, along with independent service contractors, can serve Sourcewell participating entities across the United States and Canada. SemaConnect offers extended warranties of up to 5 years and a solid pricing discount.


Siemens Industry, Inc., manufactures EV charging hardware and is the developer of monitoring and control software platforms. Their solutions are delivered through 98 sales offices in the United States and Canada. Siemens offers Level 2, Level 3, Fleet and Transit chargers along with ancillary services. Service contracts and warranty service are available through their network of companies. Siemens offers a range of significant discounts from list pricing to Sourcewell participating entities.

Wireless Advanced Vehicle Electrification, Inc., provides networked and non-networked charging systems and full service solutions, including installation, warranty service, and networking, for medium and heavy-duty vehicles. Their wireless inductive charging systems result in extended ranges and duty cycles for fleet vehicles. They offer a competitive pricing discounts to Sourcewell participating entities along with options for extended service contracts.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #042221 to:

| | |
|--|-------------|
| Blink Charging Co. | #042221-BLK |
| EV Connect, Inc. | #042221-EVC |
| EvBox North America Inc. | #042221-EVB |
| Chargepoint, Inc. | #042221-CPI |
| FLO Charging Solutions USA, Inc. | #042221-FLO |
| FreeWire Technologies | #042221-FRE |
| Livingston Energy Group, LLC | #042221-LIV |
| Nuvve Holding Corp. | #042221-NUV |
| SemaConnect | #042221-SEM |
| Siemens Industry, Inc. | #042221-SIE |
| Wireless Advanced Vehicle Electrification, LLC | #042221-WVE |

The preceding recommendations were approved on July 13, 2021.

DocuSigned by:

 7DDDCEFD8B3D45D...

Greg Grunig, Procurement Lead Analyst



RFP #042221
REQUEST FOR PROPOSALS
for
Electric Vehicle Supply Equipment and Related Services

Proposal Due Date: April 22, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Electric Vehicle Supply Equipment and Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 22, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

| | |
|---------------------------------|--|
| Public Notice of RFP Published: | March 4, 2021 |
| Pre-proposal Conference: | April 1, 2021, 10:00 a.m., Central Time |
| Question Submission Deadline: | April 15, 2021, 4:30 p.m., Central Time |
| Proposal Due Date: | April 22, 2021, 4:30 p.m., Central Time Late responses will not be considered. |
| Opening: | April 22, 2021, 6:30 p.m., Central Time ** |

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative contracting provides participating entities and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Calgary, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), Association of Manitoba Municipalities (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince Edward Island Municipalities (FPEIM).

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country's listing): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Electric Vehicle Supply Equipment and Related Services, principally for commercial, fleet, government, and educational institution applications, including:

- a. All forms of network and non-network electric vehicle charging hardware and related infrastructure, including charging stations and battery swapping solutions;
- b. Services related to the offering of electric vehicle charging hardware, including maintenance, repair, parts and supplies, site leasing solutions, charging services, warranties, and training;
- c. Site assessment, site preparation and materials, and installation services related to electric vehicle charging hardware; and,
- d. Electric vehicle supply network service providers and operators, charge monitoring and reporting services, billing services, grid and power management solutions, and related software or technology.

2. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

- a. Electrical Energy Power Generation with Related Parts, Supplies, and Services (RFP #120617);
- b. Fleet Management Services (RFP #060618);
- c. Fleet Payment Solutions with Related Services (RFP #080620); and,
- d. Fleet Management Technologies with Related Software Solutions (RFP #020221).

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

A Proposer may elect to offer a materials-only solution, a turn-key solution, or an alternative solution. Generally, a turn-key solution is most desirable to Sourcewell and its Participating Entities, however, it is not mandatory or required.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$10 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S. and Canadian dollars (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the Proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's Proposal. Exceptions must:

1. Clearly identify the affected article and section, and
2. Clearly note what language is requested to be modified.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded vendor for signature.

If a Proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The

purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its Proposal (and up to the Proposal due date). If the Proposer's Proposal status has changed to INCOMPLETE, the Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a Proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
 - A Proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

| | |
|---|-------------|
| Conformance to RFP Requirements | 50 |
| Financial Viability and Marketplace Success | 75 |
| Ability to Sell and Deliver Service | 100 |
| Marketing Plan | 50 |
| Value Added Attributes | 75 |
| Warranty | 50 |
| Depth and Breadth of Offered Equipment, Products, or Services | 200 |
| Pricing | 400 |
| TOTAL POINTS | 1000 |

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000, except where prohibited by law or treaty.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;

Sourcewell

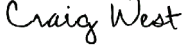
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Brandon Town, CPSM, CPD, Procurement Analyst

DocuSigned by:



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Craig West, Procurement Analyst

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Stephanie Haataja, CPIM, Procurement Analyst

STATEMENT OF COMPLIANCE

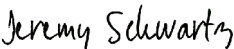
As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #042221** for **Electric Vehicle Supply Equipment and Related Services**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

DocuSigned by:



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Jeremy Schwartz, CSSBB, CPPO
Chief Procurement Officer

- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a Proposal;
- Disqualify any Proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any Proposer; and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more Proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the Proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law.

Sourcewell will not consider the prices submitted by the Proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.



3/11/2021

Addendum No. 1

Solicitation Number: RFP 042221

Solicitation Name: Electric Vehicle Supply Equipment and Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Are illustrations/diagrams accepted when responding within the portal?

Answer 1:

Document uploads are allowed in Step 2 of the proposal preparation process. Refer to the instructions at the top of the page in Step 2 for additional guidance. PDF format is preferred, but Word, and Excel, or other compatible formats may be provided.

End of Addendum

Acknowledgement of this Addendum to RFP 042221 posted to the Sourcewell Procurement Portal on 3/11/2021, is required at the time of proposal submittal.



3/15/2021

Addendum No. 2

Solicitation Number: RFP 042221

Solicitation Name: Electric Vehicle Supply Equipment and Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

If included with a proposal for a turnkey solution, can pricing and options for electric vehicles, such as electric passenger shuttles or utility vehicles be submitted for this RFP? If not, is there a separate RFP that Sourcewell expects to release that will include the request for such vehicles in its scope of work?

Answer 1:

Vehicles are outside of the requested equipment, products, and services for this solicitation and will be deemed non-responsive. Future Sourcewell cooperative contracting opportunities will be posted to the Sourcewell Procurement Portal at the time of release.

Question 2:

Because charger prices fluctuate due to the cost of components and materials, can the pricing only indicate the range of percentage discounts?

Answer 2:

It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 3:

Do we have to submit a copy of the reseller agreements, or do we have to submit LOI's from our partners confirming we have a reseller agreement in place, or can we just

indicate that we have a reseller agreement in place?

Answer 3:

Refer to RFP Section II. B., "If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract." It is left to the discretion of each proposer to determine the information or documentation necessary to best demonstrate their ability to serve Sourcewell Participating Entities and satisfy all the requirements included in the questionnaire tables. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 042221 posted to the Sourcewell Procurement Portal on 3/15/2021, is required at the time of proposal submittal.



3/26/2021

Addendum No. 3

Solicitation Number: RFP 042221

Solicitation Name: Electric Vehicle Supply Equipment and Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

For Pricing in the scoring formulation, can you be more specific about how this is determined? Is it compared to the competition?

Answer 1:

Proposal evaluation will be based on scoring criteria identified in the RFP, the expectations and requirements of the individual scoring attribute (e.g., Pricing) as described in the RFP, and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal). A proposal is not scored by direct comparison to the other proposals. Refer also to the Frequently Asked Questions guide that has been posted to the Bids Homepage of the Sourcewell Procurement Portal.

End of Addendum

Acknowledgement of this Addendum to RFP 042221 posted to the Sourcewell Procurement Portal on 3/26/2021, is required at the time of proposal submittal.



4/1/2021

Addendum No. 4

Solicitation Number: RFP 042221

Solicitation Name: Electric Vehicle Supply Equipment and Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Will Sourcewell consider awarding contracts to more than one vendor that sells charging equipment from the same manufacturer?

Answer 1:

Sourcewell evaluation and award determinations will be made in accordance with RFP Sections VI. A. and B.

Question 2:

Is there a requirement to maintain prices for the life of contract?

Answer 2:

Refer to Sourcewell template contract Section 4 – Product and Pricing Change Requests, for a description of the process to request a change in contract pricing during the term.

End of Addendum

Acknowledgement of this Addendum to RFP 042221 posted to the Sourcewell Procurement Portal on 4/1/2021, is required at the time of proposal submittal.



4/6/2021

Addendum No. 5

Solicitation Number: RFP 042221

Solicitation Name: Electric Vehicle Supply Equipment and Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Section 21 of the Sourcewell template contract refers to Buy American provisions and other federal terms in 2 CFR §200, but not a reference to federal DOT or FTA grant funding specifically. Can participating entities use DOT or FTA funds for purchases? Or must they use their own funds?

Answer 1:

Funding determinations will be made by a participating entity contemporaneously with the transaction with an awarded vendor. Template contract Section 21 will apply when a participating entity accesses an awarded contract with US federal funds. Participating entities may have additional requirements based on specific funding source terms and conditions.

To request a modification to the template contract, a Proposer may complete and submit the Exceptions to Terms, Conditions, or Specifications Form, which is found as the final Table of Step 1 in the proposal submission process.

Question 2:

Does a vendor with an existing Sourcewell contract for EV supply equipment need to go through the RFP process again? If the vendor does not submit, does the existing contract continue?

Answer 2:

Each Sourcewell solicitation results in one or more new contract awards that are

separate and distinct from any previous solicitation. The result of this solicitation has no impact on the scheduled expiration date of an existing contract.

End of Addendum

Acknowledgement of this Addendum to RFP 042221 posted to the Sourcewell Procurement Portal on 4/6/2021, is required at the time of proposal submittal.



4/12/2021

Addendum No. 6

Solicitation Number: RFP 042221

Solicitation Name: Electric Vehicle Supply Equipment and Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

What information submitted by proposers will be made public?

Answer 1:

Refer to RFP Section VI. E. – Disposition of Proposals, for details on Sourcewell's disposition of materials submitted in response to the RFP.

Question 2:

Regarding the administration fee paid to Sourcewell for its services, what is the average fee?

Answer 2:

The median administrative fee varies by contract award category. Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

Question 3:

Regarding Table 14, question #58, what does Sourcewell mean by sourced or open market items?

Answer 3:

Generally, a sourced or open market item is a product or service that a participating

entity is seeking to purchase under the contract, but that is not among the awarded vendor's offerings. It is typically deemed incidental to the balance of the transaction.

End of Addendum

Acknowledgement of this Addendum to RFP 042221 posted to the Sourcewell Procurement Portal on 4/12/2021, is required at the time of proposal submittal.



4/13/2021

Addendum No. 7

Solicitation Number: RFP 042221

Solicitation Name: Electric Vehicle Supply Equipment and Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can a multi-national proposer submit the same pricing for US and Canada, indexed to the spot price of the exchange rate, while offering different terms and conditions to better suit each geographical region?

Answer 1:

It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. In addition, each proposer will complete the tables in Step 1, describing their sales or distribution methods and their ability to serve Sourcewell participating entities in the United States, Canada, or both. Proposals are evaluated based on the criteria stated in the RFP.

Question 2:

Global shipping is impacted currently and is having effects domestically, can we update lead times throughout the duration of the contract?

Answer 2:

Refer generally to Sourcewell contract template Section 4 - Product and Pricing Change Requests, for guidance on requests for modifications related to products or services during the term of an awarded contract.

Question 3:

In Table 2, Question #14, is Sourcewell asking what technical licenses are required for installing hardware (e.g., licensed electrician) or what licensure is required to generally do business (e.g., state business registration, general contracting license, etc.)?

Answer 3:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information necessary to best demonstrate their ability to serve Sourcewell participating entities. The solicitation is a competitive process and proposals are evaluated on the content submitted.

Question 4:

Regarding template contract Section 21: Provisions for Non-United States Federal Entity Procurements Under United States Federal Awards or Other Awards, are vendors expected to meet the requirements for all Participating Entities, or are the requirements particularly for any federally funded purchases?

Answer 4:

Refer to Addendum 5, Question and Answer 1.

Question 5:

Is it acceptable for vendors to submit a summary of objections to the Sourcewell template contract?

Answer 5:

Refer to RFP Section IV – Contract for guidance on completing the Exceptions to Terms, Conditions, or Specifications Table.

Question 6:

On the Sourcewell website, the pages for some previously awarded contracts display the percentage discount from Catalog Price, but not the Catalog Price itself. Why is that?

Answer 6:

The content of an awarded vendor's contract page on the Sourcewell website is developed in consultation with the Sourcewell Supplier Development and Marketing teams post-award. A variety of factors are considered.

Question 7:

If a proposer submits both the Catalog Price and the percentage discount from Catalog price when submitting their proposal, will both the Catalog Price and the discount be publicly available?

Answer 7:

Refer to Answer 6 above. Also, each proposer in their discretion will determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 8:

If the respondent is providing a turn-key solution proposal, with zero capital costs to participating entities or prior partners, how should sales volume be described in Table 5?

Answer 8:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information necessary to best demonstrate their past marketplace success and their ability to serve Sourcewell participating entities. The solicitation is a competitive process and proposals are evaluated on the content submitted.

End of Addendum

Acknowledgement of this Addendum to RFP 042221 posted to the Sourcewell Procurement Portal on 4/13/2021, is required at the time of proposal submittal.



4/15/2021

Addendum No. 8

Solicitation Number: RFP 042221

Solicitation Name: Electric Vehicle Supply Equipment and Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Will the evaluation committee be able to open relevant hyperlinks if submitted with the responses?

Answer 1:

Refer to RFP Section V. D. – Proposal Submission, “Proposer’s complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell.”

Question 2:

In an excel format, we have a series of hyperlinks that are labeled to product marketing material. Will the evaluation committee be able access and use links in that format as part of the evaluation?

Answer 2:

Refer to Answer 1 above.

Question 3:

We understand that Sourcewell’s participating entities are across the United States and Canada. Do vendor’s that only currently operate in the United States qualify as eligible to submit a proposal to this RFP?

Answer 3:

A proposer is not required to cover every geographic region to be considered for an award. Each proposal is evaluated based on the criteria stated in the RFP.

Question 4:

Section III, A, 1, b (Pricing) of the RFP states that proposers will be responsible for maintaining current published MSRP with Sourcewell. Will the MSRP be available to the general public?

Answer 4:

Refer to RFP Section VI. E. – Disposition of Proposals, for additional details on the treatment of materials submitted in response to the RFP.

Question 5:

Section VI, E of the RFP states that Sourcewell will not consider the prices submitted by the Proposer to be confidential, proprietary, or trade secret materials. Is there a way to submit MSRP pricing without having to fully disclose MSRP pricing to the general public and instead disclose only to Sourcewell and Sourcewell participating entities?

Answer 5:

Refer to Answer 4 above.

Question 6:

Regarding Question 13 from the online portal, can you please define ‘service provider’? Trying to get clarity on how this section will be used to label the solutions we provide.

Answer 6:

The Questionnaire Tables afford each Proposer with the opportunity to provide narrative content that it determines, in its discretion, will best reflect the solutions it provides. Question 13 is not intended as a means for Sourcewell to label a Proposer’s solutions.

End of Addendum

Acknowledgement of this Addendum to RFP 042221 posted to the Sourcewell Procurement Portal on 4/15/2021, is required at the time of proposal submittal.



The New York State Contract Reporter

This document printed
Thursday, 03/04/2021

*NYS' official source of contracting opportunities
Bringing business and government together*

Contracting Opportunity

*** This ad has not been published. It has been reviewed and pending publication. ***

Title: Electric Vehicle Supply Equipment and Related Services

Agency: Sourcewell

Division: Procurement Department

Contract Number: 042221

Contract Term: 4 years, with potential 1 year extension

Date of Issue: 03/05/2021

Due Date/Time: 04/22/2021 4:30 PM
Central Time

County(ies): All NYS counties

Classification: Vehicles & Equipment - *Commodities*

Opportunity Type: General

Entered By: Chris Robinson

Description: Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Electric Vehicle Supply Equipment and Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 22, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Service-Disabled Veteran-Owned Set Aside: No

Contact Information

Primary contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, NY 56479
United States
Ph: 218-895-4168
rfp@sourcewell-mn.gov

Submit to contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, NY 56479
United States
Ph: 218-895-4168
rfp@sourcewell-mn.gov

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AFFIDAVIT OF PUBLICATION

DJC



11 NE Martin Luther King Jr. Blvd. Suite 201 / Portland, OR 97232-3579
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Nick Bjork**, being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED

Electric Vehicle Supply Equipment and Related Services

Sourcewell; Bid Location Staples, MN, Todd County; Due 04/22/2021 at 04:30 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

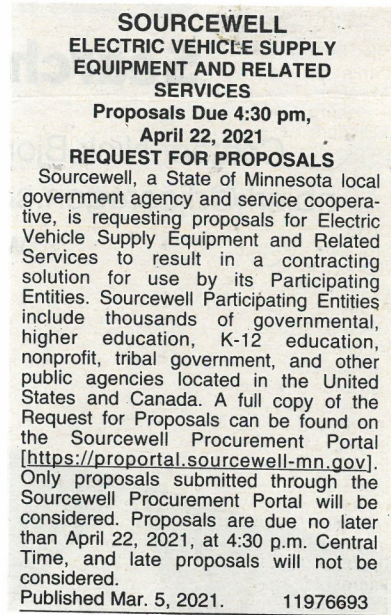
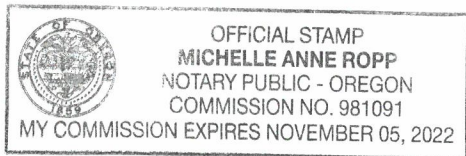
3/5/2021

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **5th** DAY OF **March, 2021**

Nick Bjork

Notary Public-State of Oregon



Brandon Town
Sourcewell
202 12th St NE
Staples, MN 56479-2438

Order No.: 11976693
Client Reference No:

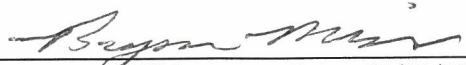
STATE OF OKLAHOMA, } ss.
COUNTY OF OKLAHOMA

Affidavit of Publication

Bryan Miller, of lawful age, being first duly sworn, upon oath deposes and says that she/he is the Classified Legal Notice Admin, of GateHouse Media Oklahoma Holdings, Inc, a corporation, which is the publisher of The Oklahoman which is a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; that said newspaper has been continuously and uninterruptedly published in said county and state for a period of more than one hundred and four consecutive weeks next prior to the first publication of the notice attached hereto, and that said notice was published in the following issues of said newspaper, namely:

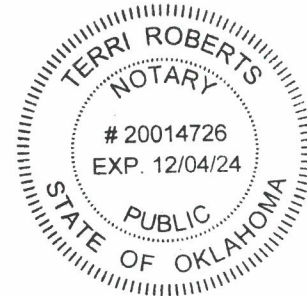
**SOURCEWELL
103734**

| <u>AdNumber</u> | <u>Publication</u> | <u>Page</u> | <u>Date</u> |
|-----------------|--------------------|-------------|-------------|
| 0000628548-01 | OC- The Oklahoman | B11 | 03/04/2021 |
| 0000628548-01 | OC- The Oklahoman | B12 | 03/11/2021 |


Agent: Bryan Miller Date: 03/12/2021

Subscribed and sworn to be me before this date : 03/12/2021


Notary: Terri Roberts Date: 03/12/2021



Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for **Electric Vehicle Supply Equipment and Related Services** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 22, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

OC-0000628548-01



Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald – Rock Hill
Herald Sun – Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star

Miami Herald/el Nuevo Herald
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star Telegram
The State - Columbia

Sun Herald – Biloxi
Sun News – Myrtle Beach
The News Tribune – Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

| Account # | Order Number | Identification | Order PO | Amount | Cols | Depth |
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| 34474 | 6937 | Print Legal Ad - IPL0012698 | | \$132.13 | 1 | 1.85 |

Attention: Carol Jackson

SOURCEWELL
PO BOX 219
STAPLES, MN 56479

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Electric Vehicle Supply Equipment and Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governments, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://portal.sourcewell-mn.gov>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 22, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.
IPL0012698
Mar 4 2021

State of South Carolina

County of Richland

I, Tara Pennington, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

No. of Insertions: 1

Beginning Issue of: 03/02/2021

Ending Issue of: 03/16/2021

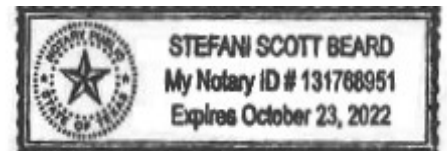
Tara Pennington

Tara Pennington

Sworn to and subscribed before me this 24th day of March in the year of 2021

Stefani Beard

Notary Public in and for the state of Texas, residing in Dallas County



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Extra charge for lost or duplicate affidavits.
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USA AND MAIN

Preparation helped Lotus of Siam blossom in pandemic

Ed Komenda

Reno Gazette Journal
USA TODAY NETWORK

LAS VEGAS – Long before COVID-19 shut everything down, Lotus of Siam co-owner Penny Chutima ordered bulk supplies of masks and gloves.

It was January. Coronavirus news was still overseas. Friends thought she was crazy.

“Like one of those conspiracy theorist people,” she said. “They were like, ‘No. Not in America. Nobody in the States will ever shut down.’ So when March came around the corner – boom.”

Lotus of Siam is a Thai restaurant known for its vast menu of north country specialties. What does that mean? This is not a place to get pad thai.

This is the place you visit for a Thai meal you’ve never heard of. Noted dishes include the sa-tay prawns (in any style they serve), stuffed chicken wings and Thai jerky.

Jonathan Gold, a Pulitzer Prize-winning food writer, called Lotus of Siam the best Thai restaurant in the country. “It was the best Thai meal I had ever eaten,” he wrote. “I went back for the next four or five meals in a row, and I almost cried when I had to get on a plane back to New York.”

Taking a bite on his show “Parts Unknown,” chef and writer Anthony Bourdain had this to say: “That’s perfection, man.”

With two locations in Las Vegas, Lotus of Siam has a reputation restaurants envy. COVID-19 threatened to take it all away.

Before the pandemic, the restaurant employed 110 people. Today, that number is about 70. Social distancing, table limits and caution are a way of life for the family that’s operated the restaurant since 1999, when Chutima’s mother – the storied Chef Saipin – took over. In the middle of their toughest year, Chutima’s life changed. She had a baby.

A year after the pandemic collapsed Las Vegas tourism, Lotus of Siam is back to operating both restaurants. The USA TODAY Network talked with Chutima about how they did it and where the restaurant is going from here.

Why she started preparing for the pandemic so early

“My mom was watching the news from Thailand. I had a lot of friends in China on WeChat posting into our feed. A bunch of doctors reported this was something that has no cure.

“They said it was kind of like a pneumonia but worse.”

How Lotus of Siam prepared

“We did our research first, and then my mom told me to order a lot of the masks, because in Thailand they wore masks. We ordered masks. We ordered a bunch of gloves.

“At that time, my mom bought a lot of food items in bulk – coconut milk and



Lotus of Siam in Las Vegas boasts an expansive menu of Thai specialties. ED KOMENDA/USA TODAY NETWORK



Virus threatened Lotus of Siam’s reputation. ED KOMENDA/USA TODAY NETWORK

especially rice, because we knew that if anything was to happen, China would close.

“So we ordered a lot of the rice, Thai teas, Thai coffees. A lot of main necessities we ordered in huge bulk.”

On the close-knit family atmosphere at Lotus of Siam

“We have people who have been with us since the beginning. There are people I consider like my cousins, because they’ve been with us 18-19 years. Some of them have master’s degrees. But they’ve all been working for us, and it doesn’t look like they want to leave any time soon. I was there when I was like 12. My sister was about 5 or 6 years old. These people watched us grow, and they brought in their kids, and now we’re watching them grow.”

Whether she notices people feeling more confident about dining out

“The vaccine gives people some sort of confidence that things might get back to normal, but I don’t see things changing with protocol. With new strains being present, sanitation is going to be more strict. Everything that I’ve done so far is probably going to be staying.”

What keeps her positive and moving forward

“That thing (she looks at her daughter). She’s about to be 6 months old. Everybody’s always like, ‘How can you take this restaurant thing so easily and smoothly?’ I feel like I’ve been through every stress in the book – owning a restaurant, helping to manage it, making sure it’s up to my mother’s standards



Penny Chutima expects variants mean stricter measures. ERIC GLADSTONE

and at the same time have a 6-month-old. I can handle it now.”

What she’ll tell her daughter when she’s older

“You were born during a pandemic, and we had to be inside (laughs).”

Whether she hopes Las Vegas will see a return to some kind of normal

“I’m a realistic person. Many people will see me as a pessimistic person. But I do see Las Vegas is hopeful. We all just need to work together. It’s not just small businesses and restaurants anymore. Our government officials have to hear us out, too.”

MARKETPLACE TODAY

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| NOTICES | PUBLIC NOTICE | BUSINESS | MARKETPLACE |
|---|---|--|---|
| <p>PUBLIC NOTICE</p> <p>Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Electric Vehicle Supply Equipment and Related Services to result in a contracting solution for use by its Participating Entities.</p> <p>Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.</p> <p>A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal https://portal.sourcewell-mn.gov.</p> <p>Only proposals submitted through the Sourcewell Procurement Portal will be considered.</p> <p>Proposals are due no later than April 22, 2021, at 4:30pm Central Time, and late proposals will not be considered.</p> | <p>PUBLIC NOTICE</p> <p>The University of California, Office of the President is requesting proposals from qualified and experienced firms to provide</p> <p>UC System-wide Fitness Equipment (RFP No. 002295).</p> <p>In order to be considered, the Supplier must complete and submit a proposal to University of California, Office of the President in accordance with the solicitation documentation available at http://www.universityofcalifornia.edu/</p> <p>SUPPLIER’S CALL: Thursday, March 18, 2021. See RFP for more details.</p> <p>PROPOSAL DUE DATE: April 15, 2021 BEFORE 5 pm local time.</p> <p>CONTACT: Sean Parker, Acting Associate Director – Facilities, Maintenance & Capital Programs, 805-451-1545 or Sean.Parker@ucop.edu.</p> | <p>FINANCIAL SERVICES</p> <p>\$200K IN UNSECURED CREDIT</p> <p>No income or job verification, no collateral. Plus boost your FICO 200 points in 90 days. Free book reveals details, limited supply:</p> <p>www.creditsecretsfree.com</p> | <p>HEALTH/FITNESS</p> <p>ORDER ANY LAB TEST ONLINE</p> <p>Text OrderMyLabTests to 41242</p> |
| | <p>PUBLIC NOTICE</p> <p>The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:</p> <p>210301 Academic Curriculum and Instructional/Educational Goods, Materials, and Services</p> <p>210302 Music Instruments, Sheet Music and Repair Services</p> <p>210303 Telephone and Communications Data Systems and Solutions</p> <p>210304 MRO (Maintenance, Repair and Operations of Facilities and Grounds) Supplies, Equipment, Tool Rental, Sales and Services</p> <p>210305 Furniture, Furnishings, and Services</p> <p>Proposals are due and will be opened on April 16, 2021 at 3:00 pm local time.</p> <p>Call 866-839-8477 for problems with website or questions.</p> | <p>MARKETPLACE</p> <p>To advertise, call: 1-800-397-0070</p> | <p>TRAVEL</p> <p>CAMPGROUNDS</p> |

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Boulder Creek Lodge in beautiful southwest Montana is located between two mountain ranges that make up the Northern Rocky Mountains. Located 11 miles north of Phillipsburg, Mt or midway between Glacier National Forest and Yellowstone. During your visit plan on fishing, sapphire mining, visiting ghost towns, and visiting a famous candy store. Destinations within a short drive of the resort: Phillipsburg, Butte, Deer Lodge, Anaconda, Missoula, and Helena, Montana. Resort features: Cabins, Clamping Tips and Conestoga Wagon, RV Park, restaurant and free strong wifi.

Boulder Creek Lodge Montana
Call 406-859-3190
www.bouldercreeklodgemontana.com

**Opportunity Notice
Electric Vehicle Supply Equipment and
Related Services**
Category: Services

Potential vendors (bidders)
may view the bid package
here.

[View Bid Package](#) 

Opportunity Information

Organization: Saskatchewan
Organization Address:
Reference Number: RFP042221
Solicitation Number: RFP042221
Solicitation Type: Request for Proposal
Posting (MM/dd/yyyy): 03/05/2021
Closing (MM/dd/yyyy): 04/22/2021
Last Update (MM/dd/yyyy): 03/04/2021
Agreement Type: NWPTA and CFTA and CETA
Region of Opportunity:
Region of Delivery: Saskatchewan
Opportunity Type:
Commodity Codes:

Response Submission:
Response Contact:
Response Specifics:
Opportunity Description:

The competition detail and documents are currently available at <https://sasktenders.ca/Content/Public/Search.aspx?CompetitionNumber=RFP042221>

The Saskatchewan Association of Rural Municipalities (SARM) has established a purchasing relationship with Sourcewell, based in Staples Minnesota, through the Rural Municipalities of Alberta (RMA). The relationship is intended to provide access to selected Sourcewell openly competed for contracts, to RMA's represented associations, which include SARM and its members, the 296 rural municipalities of Saskatchewan. SARM's members are listed here: <http://sam.ca/about/members-map>

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for ELECTRIC VEHICLE SUPPLY EQUIPMENT AND RELATED SERVICES to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal <http://portal.sourcewell-mn.gov>.

This opportunity is subject to copyright. Please contact the originating Jurisdiction for more information.

Origin System URL:

<https://sasktenders.ca>

APC "Opportunity Notices" This notice is provided for information purposes only. Refer to the "Opportunity Documents" in the bid package for authoritative information.

All queries pertaining to the language, content or any missing or inaccurate information within this abstract must be sent to its originator of the abstract, as specified in the opportunity notice.

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SA.APCRequests@gov.ab.ca. Her Majesty the Queen in right of Alberta and the Alberta public sector entities that use APC are not responsible or liable for the accuracy of the information contained in the publication. It is the responsibility of interested parties to review the opportunity posting for changes or updates prior to the opportunity closing date/time.

Due to routine system maintenance, our team will be working on our site from Friday 03/05/2021 11:30PM EST to 03/06/2021 3:00AM EST. We apologize for any inconvenience this may cause you

[Go Back To Agency View] [Bid Board]

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Bid RFP #042221 - Electric Vehicle Supply Equipment and Related Services

| | |
|---|--|
| <p>Bid Type RFP</p> <p>Bid Number 042221</p> <p>Title Electric Vehicle Supply Equipment and Related Services</p> <p>Start Date Mar 4, 2021 9:11:40 AM CST</p> <p>End Date Apr 22, 2021 4:30:00 PM CDT</p> <p>Agency Sourcewell</p> <p>Bid Contact Chris Robinson (218) 895-4168 rfp@sourcewell-mn.gov 202 12th Street NE P.O. Box 219 Staples, MN 56479-0219</p> | <p>Questions 0 Questions [View/Ask Questions]</p> |
|---|--|

Description

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Electric Vehicle Supply Equipment and Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://portal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 22, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Pre-Bid Conference

| |
|---|
| <p>Date Apr 1, 2021 10:00:00 AM CDT</p> <p>Location Online Conference</p> <p>Notes Login information will be emailed two business days prior to the event.</p> |
|---|

Documents

No Documents for this bid





Bids Homepage (/Module/Tenders/en/Home/BidsHomepage) Find more bids
(<https://www.bidsandtenders.net>) Create Account (/Module/Tenders/en/Vendor/Create/42b90b89-9f67-483a-96e3-9b0490d01d40) Login (/Module/Tenders/en/Login/Index/42b90b89-9f67-483a-96e3-9b0490d01d40)

View Details

Click (<https://www.bidsandtenders.ca>)here (<https://portal.sourcewell-mn.gov/>) to return to the Sourcewell Procurement Portal home page.

Bid Details

Bid Classification: Goods
Bid Type: RFP - General
Bid Number: RFP 042221
Bid Name: Electric Vehicle Supply Equipment and Related Services
Bid Status: **Open**
Bid Closing Date: Thu Apr 22, 2021 4:30:00 PM (CDT)
Question Deadline: Thu Apr 15, 2021 4:30:00 PM (CDT)
Time-frame for delivery or the duration of the contract: Refer to project document
Negotiation Type: Refer to project document
Condition for Participation: Refer to project document
Electronic Auctions: Not Applicable
Language for Bid Submissions: English unless specified in the bid document
Submission Type: Online Submissions Only
Submission Address: Online Submissions Only
Public Opening: No

Description: Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Electric Vehicle Supply Equipment and Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov> (<https://proportal.sourcewell-mn.gov>)]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 22, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Bid Document Access: Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.

Categories: Show Categories [+]

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Meeting Locations

The following are the meeting times and locations for the opportunity:

| Meeting Location | Description |
|--------------------------------|---|
| Online Pre-Proposal Conference | Login instructions will be posted to the "Documents" section and available to registered suppliers two business days prior to the web conference. |

Documents

File Name

RFP_042221_EV_Supply_Eqpt

Friday February 26, 2021 01:55 PM

RFP_042221_EV_Supply_Eqpt_Contract_Template

Friday February 26, 2021 01:56 PM

Addenda

No Addenda Available ...

OPEN

Electric Vehicle Supply Equipment and Related Services

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Electric Vehicle Supply Equipment and Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 22, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Important Dates

Pre-Proposal Conference:
April 1, 2021 at 10:00 am CDT

Proposals Due:
April 22, 2021 at 4:30 pm CDT

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

Sourcewell Procurement Portal [🔗](#)





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Publish

- Bid Announcements
- Doc. Taker's List

Bidding Type 1 Bid Notice Only

Publish /Verify Contents Save as Template

Solicitation Setting

- ✓ Invite Bidders No
- ✓ Evaluate Response online No
- ✓ Internal Approval No
- ✓ Enable Collaboration with other Users No

Solicitation Details

Mandatory Information

| | | | |
|--------------------------|--|---------------------|------------------|
| Solicitation Type | RFP | Solicitation Number | 042221 |
| Solicitation Name | Electric Vehicle Supply Equipment and Related Services | Procurement Type | Goods , Services |
| Country & Province/State | Canada / Ontario | Published By | Sourcewell |
| Accept Questions | Not Applicable | | |

Internal Information (For Internal Use Only)

| | |
|--------------------------------|--|
| Procurement Title/Project Name | 042221 Electric Vehicle Supply Equipment |
|--------------------------------|--|

Advertisement

Basic Settings


| | | | |
|-------------------|-----------------------|-----------------------------------|------------------------|
| Solicitation Type | Open to all suppliers | Estimated Contract Amount | |
| Publish Date | 03/04/2021 | Closing Date & Time | 04/22/2021 16:30:00 CT |
| Publish Option | | Value Range for this Solicitation | 10,000,001 over |

Selected Categories

- Automotive/ Industrial**
- Automotive Services** Repairs and maintenance of automobiles , storage of autos, towing, trucking services,leasing, rentals, car washes/cleaning, stabilization system, wheel balancing, etc
- Tools/ Supplies/ Parts** Automotive/aircraft parts/tools/lifts, etc., machine shop tools, anti-freeze, parts, car wash drive through system, pick-up caps, hoists etc



Solicitation Overview



Electric Vehicle Supply Equipment and Related Services

042221

Closing Date: 04/22/2021 04:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Electric Vehicle Supply Equipment and Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 22, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.



042221 - Electric Vehicle Supply Equipment and Related Services (Published)

Notes

Actions

- Preview
- Amendment
- Bid Results
- Award
- Audit

- Notice
- Categories

[Print](#)

Basic Information

Estimated Contract Value (CAD) 10,000,000.00 (Not shown to suppliers)

Reference Number 0000194326

Issuing Organization Sourcewell

Solicitation Type RFP - Request for Proposal (Formal)

Solicitation Number 042221

Title Electric Vehicle Supply Equipment and Related Services

Source ID PP.CO.USA.868485.C88455

Dates

Publication Date 2021/03/04 10:54:32 AM EST

Question Acceptance Deadline 2021/04/15 05:30:00 PM EDT

Questions are submitted online No

Closing Date 2021/04/22 05:30:00 PM EDT

Bid Intent Not Available

Prebid Conference 2021/04/01 11:00:00 AM EDT

Details

Location Canada, All of Canada, All of Canada

Purchase Type Duration: 4 years
Option: 1 year

Description Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Electric Vehicle Supply Equipment and Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada... [See more](#)

Contact Information

Procurement Department
218-894-1930
rfp@sourcewell-mn.gov

Pre-Bidding Events

Event Type Prebid Conference

Attendance Recommended

Event date 2021/04/01 11:00:00 AM EDT

Location Online Conference

Event Note Login information will be emailed two business days prior to the event.

Bid Submission Process

Bid Submission Type Electronic Bid Submission

Pricing Lump sum

| Bid Documents List | Item Name | Description | Mandatory |
|--------------------|---------------|---------------------------------|-----------|
| | Bid Documents | Documents defining the proposal | No |

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Proposal Opening Record

Date of opening: April 22, 2021

Sourcewell posted Request for Proposal #042221, for the procurement of Electric Vehicle Supply Equipment and Related Services, on the Sourcewell Procurement Portal [proportal.sourcewell-mn.gov] on Thursday, March 4, 2021, and the solicitation remained in an open status within the portal until April 22, 2021, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on April 22, 2021, the date and time specified in the Solicitation Schedule.


The undersigned certify that all responses received on Request for Proposal #042221 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

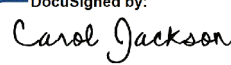
- ABB - Submitted 4/22/21 at 12:06:48 PM
- Ample, Inc. - Submitted 4/22/21 at 3:46:41 PM
- AMPLY Power, Inc. - Submitted 4/22/21 at 12:47:32 PM
- Andromeda Power, LLC - Submitted 4/21/21 at 10:17:34 PM
- Blink Network, LLC - Submitted 4/22/21 at 1:58:43 PM
- ChargeLab, Inc. - Submitted 4/22/21 at 1:51:56 PM
- ChargePoint, Inc. - Submitted 4/22/21 at 10:45:43 AM
- ClipperCreek, Inc. - Submitted 4/22/21 at 1:48:17 PM
- Electrada, LLC - Submitted 4/22/21 at 2:23:12 PM
- Electriphi, Inc. - Submitted 4/22/21 at 3:48:21 PM
- Enel X North America, Inc. - Submitted 4/21/22 at 8:01:54 PM
- Envision Solar International, Inc. - Submitted 4/22/21 at 4:27:08 PM
- EV Connect, Inc. – Submitted 4/19/21 at 10:35:13 AM
- EVBox Group - Submitted 4/22/21 at 1:07:17 PM
- EvGateway - Submitted 4/22/21 at 2:08:15 PM
- EVgo Services LLC - Submitted 4/22/21 at 12:19:06 PM
- EVOCHARGE - Phillips and Temro Industries - Submitted 4/22/21 at 4:22:58 PM

EVSE, LLC - Submitted 4/22/21 at 1:22:25 PM
Faith Technologies - Submitted 4/22/21 at 1:41:33 PM
FLO Services USA, Inc. - Submitted 4/22/21 at 11:19:33 AM
FreeWire Technologies - Submitted 4/21/21 at 4:42:20 PM
Gilbarco, Inc. - Submitted 4/22/21 at 4:24:43 PM
HELIOX TECHNOLOGY, INC. - Submitted 4/22/21 at 4:14:09 PM
In-Charge Energy, Inc. - Submitted 4/21/21 at 11:54:04 AM
iSun Energy, LLC - Submitted 4/21/21 at 3:03:08 PM
JF PETROLEUM GROUP - Submitted 4/21/21 at 10:45:58 AM
Konnectronix, Inc. - Submitted 4/22/21/at 4:02:56 PM
LilyPad EV, LLC - Submitted 4/20/21 at 9:15:36 AM
Lion Buses, Inc. - Submitted 4/22/21 at 10:11:07 AM
Livingston Energy Group, LLC - Submitted 4/22/21 at 4:26:29 PM
Moser Services Group, LLC - Submitted 4/22/21 at 2:47:20 PM
NAD Grid Corporation - Submitted 4/21/21 at 8:21:24 AM
National Car Charging, LLC - Submitted 4/22/21 at 12:41:19 AM
NovaCHARGE, LLC - Submitted 4/22/21 at 2:53:59 PM
Nuvve Holding Corporations - Submitted 4/22/21 at 4:22:19 PM
Opconnect, Inc. - Submitted 4/22/21 at 1:16:59 AM
Pacific Lighting Mgt, Inc. - Submitted 4/21/21 at 1:34:25 PM
PCS Energy - Submitted 4/22/21 at 11:37:24 AM
Pine Shore Energy, LLC - Submitted 4/22/21 at 4:16:10 PM
PlugIn Stations Online, LLC - Submitted 4/22/21 at 3:17:32 PM
Rivian, LLC - Submitted 4/22/21 at 2:56:11 PM
SemaConnect - Submitted 4/22/21 at 1:17:42 PM
Siemens Industry, Inc. - Submitted 4/21/21 at 5:28:11 PM
The Mobility House, LLC - Submitted 4/21/21 at 6:55:34 PM
Verdek, LLC - Submitted 4/21/21 at 9:24:50 PM
VIRICITI, LLC - Submitted 4/22/21 at 12:47:38 PM
Wireless Advanced Vehicle Electrification, Inc. - Submitted 4/22/21 at 2:00:39 PM
Zeco Systems, Inc. - Submitted 4/22/21 at 3:29:39 PM
ZEF Energy - Submitted 4/22/21 at 3:45:01 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcwell Procurement Portal, on April 22, 2021, at 4:35:09 PM CT. All responsive proposals were then submitted for review by the Sourcwell Evaluation Committee.

DocuSigned by:

74344AB8E2344E7...

Chris Robinson, CPSM, Procurement Manager

DocuSigned by:

6EE63AEDED5F46E...

Carol Jackson, Procurement Analyst



Proposal Evaluation
Electric Vehicle Supply Equipment and Related Services RFP #042221

| Possible Points | | ABB | Ample Inc | AMPLY Power, Inc. | Andromeda Power LLC | Blink Network LLC | ChargeLab Inc. | ChargePoint, Inc. | ClipperCreek, Inc. | Electrada LLC | Electriphic Inc | Enel X North America, Inc. | Envision Solar International, Inc. | EV Box Group |
|---|-------|-----|-----------|-------------------|---------------------|-------------------|----------------|-------------------|--------------------|---------------|-----------------|----------------------------|------------------------------------|--------------|
| Conformance to RFP | | | | | | | | | | | | | | |
| Requirements | 50 | 39 | 37 | 40 | 32 | 42 | 40 | 45 | 33 | 38 | 40 | 41 | 41 | 43 |
| Pricing | 400 | 280 | 308 | 313 | 270 | 339 | 308 | 350 | 316 | 287 | 278 | 291 | 305 | 326 |
| Financial Viability and Marketplace Success | 75 | 67 | 50 | 55 | 49 | 58 | 57 | 69 | 48 | 52 | 55 | 61 | 60 | 59 |
| Ability to Sell and Deliver Service | 100 | 76 | 67 | 71 | 61 | 75 | 77 | 87 | 67 | 60 | 75 | 69 | 75 | 77 |
| Marketing Plan | 50 | 39 | 35 | 42 | 20 | 42 | 35 | 44 | 30 | 38 | 40 | 39 | 38 | 45 |
| Value Added Attributes | 75 | 60 | 57 | 56 | 47 | 60 | 55 | 65 | 49 | 55 | 60 | 57 | 63 | 65 |
| Warranty | 50 | 41 | 40 | 38 | 36 | 43 | 41 | 43 | 35 | 41 | 39 | 42 | 42 | 41 |
| Depth and Breadth of Offered Equipment, Products, or Services | 200 | 169 | 158 | 164 | 150 | 160 | 169 | 174 | 136 | 135 | 143 | 156 | 146 | 175 |
| Total Points | 1,000 | 771 | 752 | 779 | 665 | 819 | 782 | 877 | 714 | 706 | 730 | 756 | 770 | 831 |
| Rank Order | | 24 | 33.5 | 21 | 48.5 | 5 | 19.5 | 1 | 41.5 | 43 | 38 | 31 | 25.5 | 3 |

| Possible Points | | EV Connect, Inc. | EvGateway | Ego Services LLC | EVOCHARGE-Phillips & Temro | EVSE LLC | Falth Technologies | FLO Services USA, Inc. | FreeWire Technologies | Gilbarco Inc | HELIOX TECHNOLOGY INC | In-Charge Energy, Inc. | iSun | JF Petroleum Group |
|---|-------|------------------|-----------|------------------|----------------------------|----------|--------------------|------------------------|-----------------------|--------------|-----------------------|------------------------|------|--------------------|
| Conformance to RFP | | | | | | | | | | | | | | |
| Requirements | 50 | 43 | 37 | 41 | 38 | 39 | 37 | 44 | 40 | 36 | 30 | 39 | 32 | 41 |
| Pricing | 400 | 336 | 318 | 308 | 271 | 261 | 314 | 348 | 343 | 318 | 263 | 313 | 263 | 301 |
| Financial Viability and Marketplace Success | 75 | 57 | 58 | 60 | 57 | 53 | 61 | 64 | 60 | 56 | 53 | 61 | 51 | 58 |
| Ability to Sell and Deliver Service | 100 | 72 | 63 | 74 | 70 | 63 | 68 | 87 | 77 | 79 | 62 | 73 | 61 | 77 |
| Marketing Plan | 50 | 42 | 34 | 41 | 32 | 35 | 37 | 45 | 39 | 41 | 29 | 35 | 30 | 41 |
| Value Added Attributes | 75 | 60 | 57 | 64 | 55 | 59 | 54 | 68 | 62 | 54 | 49 | 55 | 46 | 56 |
| Warranty | 50 | 42 | 38 | 41 | 40 | 42 | 35 | 43 | 43 | 36 | 40 | 41 | 31 | 41 |
| Depth and Breadth of Offered Equipment, Products, or Services | 200 | 164 | 161 | 167 | 157 | 151 | 141 | 176 | 158 | 163 | 141 | 165 | 151 | 169 |
| Total Points | 1,000 | 816 | 766 | 796 | 718 | 703 | 747 | 875 | 822 | 783 | 667 | 782 | 665 | 784 |
| Rank Order | | 4 | 28.5 | 13.5 | 40 | 44 | 36 | 2 | 4 | 16 | 47 | 19.5 | 48.5 | 17 |

| Possible Points | | Konnextron, Inc. | LilyPad EV, LLC | Lion Buses, Inc | Livingston Energy Group, LLC | Moser Services Group, LLC | NAD Grid Corporation | National Car Charging | NovaCHARGE LLC | Nuuve Holding | Opconnect Inc | Pacific Lighting | PCS Energy | PineShore Energy |
|---|-------|------------------|-----------------|-----------------|------------------------------|---------------------------|----------------------|-----------------------|----------------|---------------|---------------|------------------|------------|------------------|
| Conformance to RFP | | | | | | | | | | | | | | |
| Requirements | 50 | 39 | 40 | 37 | 38 | 34 | 40 | 41 | 40 | 42 | 39 | 34 | 32 | 36 |
| Pricing | 400 | 330 | 319 | 304 | 336 | 303 | 287 | 325 | 329 | 335 | 333 | 275 | 260 | 305 |
| Financial Viability and Marketplace Success | 75 | 58 | 59 | 56 | 56 | 50 | 55 | 61 | 53 | 58 | 54 | 57 | 54 | 52 |
| Ability to Sell and Deliver Service | 100 | 66 | 72 | 70 | 72 | 61 | 72 | 69 | 64 | 77 | 65 | 64 | 60 | 64 |
| Marketing Plan | 50 | 39 | 36 | 41 | 41 | 28 | 36 | 39 | 37 | 39 | 37 | 29 | 34 | 35 |
| Value Added Attributes | 75 | 50 | 61 | 54 | 61 | 43 | 62 | 55 | 55 | 57 | 62 | 53 | 49 | 56 |
| Warranty | 50 | 42 | 42 | 38 | 42 | 39 | 40 | 39 | 42 | 42 | 39 | 38 | 37 | 38 |
| Depth and Breadth of Offered Equipment, Products, or Services | 200 | 151 | 160 | 157 | 164 | 156 | 152 | 168 | 157 | 152 | 161 | 169 | 149 | 162 |
| Total Points | 1,000 | 775 | 787 | 752 | 810 | 714 | 744 | 796 | 777 | 802 | 790 | 719 | 675 | 748 |
| Rank Order | | 23 | 16 | 33.5 | 9 | 41.5 | 37 | 13.5 | 22 | 11 | 16 | 38 | 46 | 35 |

| Possible Points | | PlugIn Stations Online LLC | Rivian, LLC | SemaConnect | Siemens Industry, Inc. | The Mobility House LLC | Verdek LLC | VIRICITI LLC | Wireless Advanced Vehicle Electrification, Inc. | Zeco Systems Inc | ZEF Energy |
|---|-------|----------------------------|-------------|-------------|------------------------|------------------------|------------|--------------|---|------------------|------------|
| Conformance to RFP | | | | | | | | | | | |
| Requirements | 50 | 37 | 39 | 43 | 40 | 37 | 35 | 39 | 41 | 39 | 41 |
| Pricing | 400 | 328 | 328 | 328 | 320 | 281 | 323 | 335 | 338 | 313 | 283 |
| Financial Viability and Marketplace Success | 75 | 55 | 54 | 63 | 64 | 55 | 59 | 60 | 61 | 58 | 55 |
| Ability to Sell and Deliver Service | 100 | 57 | 57 | 60 | 64 | 64 | 65 | 71 | 72 | 71 | 71 |
| Marketing Plan | 50 | 30 | 37 | 45 | 41 | 34 | 33 | 42 | 42 | 42 | 44 |
| Value Added Attributes | 75 | 53 | 60 | 57 | 62 | 53 | 48 | 53 | 61 | 61 | 63 |
| Warranty | 50 | 36 | 42 | 42 | 41 | 39 | 38 | 38 | 38 | 41 | 42 |
| Depth and Breadth of Offered Equipment, Products, or Services | 200 | 172 | 141 | 157 | 151 | 148 | 166 | 141 | 161 | 172 | 157 |
| Total Points | 1,000 | 766 | 756 | 815 | 803 | 691 | 767 | 770 | 814 | 797 | 756 |
| Rank Order | | 28.5 | 31 | 7 | 10 | 45 | 27 | 25.5 | 6 | 12 | 31 |

DocuSigned by:
Greg Grunig
7DD0CEFD8B3D45D...
Greg Grunig, Procurement Lead Analyst

DocuSigned by:
Stephanie Haatja
7558A3F379B5409...
Steff Haatja, CPIM, Procurement Analyst

DocuSigned by:
Brandon Town
7BCA93CD6377421...
Brandon Town, CPSM, CPSD, Procurement Analyst

DocuSigned by:
Craig West
7F41572C858B4BA...
Craig West, Procurement Analyst



**SOURCEWELL
STATE OF MINNESOTA**

Member Thiel moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

Resolution No. 2021- 01

WHEREAS, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Kircher and the following voted in favor: (list names here)

Wilson, Zylka, Veronen, nagel, Thomas, Thiel, Arts, Kircher

and the following voted against: (list names here or "NONE")

none

whereupon said resolution was declared duly passed and adopted.

ATTEST:


Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - January 2021
CONSENT AGENDA ITEMS
Requesting Board permission to Solicit the following categories:

 STEM Curriculum Solutions and Equipment with Related Accessories and Services
 Job-Order or Indefinite Quantity Construction Contracting Program Management Services

Requesting Board permission to Re-Solicit the following categories:
Electric Vehicle Supply Equipment and Related Services
 State of Maryland - Indefinite Quantity Construction Contract
 State of New Hampshire - Indefinite Quantity Construction Contract

NEW CONTRACTS

| Supplier Name | Contract Number | Solicitation Title |
|--|-----------------|--|
| Elliott Auto Supply Co., Inc. dba Factory Motor Parts | 101520-FMP | "OEM Automotive Parts and Supplies" |
| Ford Motor Company | 101520-FMC | "OEM Automotive Parts and Supplies" |
| General Motors | 101520-GNL | "OEM Automotive Parts and Supplies" |
| Navistar, Inc. dba Fleet Charge | 101520-NVS | "OEM Automotive Parts and Supplies" |
| MANCON, LLC | 110520-MAN | "Fleet and Facility Related Vendor Managed Inventory and Logistics Management Solutions" |
| Genuine Parts Company dba NAPA Integrated Business Solutions | 110520-GPC | "Fleet and Facility Related Vendor Managed Inventory and Logistics Management Solutions" |
| American Ramp Company, Inc. | 112420-ARC | "Skatepark, Bike Park, and Pump Track Solutions with Related Equipment, Accessories, and Services" |
| Artisan Skateparks | 112420-ART | "Skatepark, Bike Park, and Pump Track Solutions with Related Equipment, Accessories, and Services" |
| California Skateparks | 112420-CAS | "Skatepark, Bike Park, and Pump Track Solutions with Related Equipment, Accessories, and Services" |
| Spohn Ranch, Inc. | 112420-SRI | "Skatepark, Bike Park, and Pump Track Solutions with Related Equipment, Accessories, and Services" |
| All-American Arena Products | 120320-ALL | "Ice Rink and Arena Equipment with Related Supplies and Services" |
| American Arena, LLC | 120320-AMR | "Ice Rink and Arena Equipment with Related Supplies and Services" |
| Athletica Sport Systems, Inc. | 120320-ATH | "Ice Rink and Arena Equipment with Related Supplies and Services" |
| CIMCO Refrigeration | 120320-CIM | "Ice Rink and Arena Equipment with Related Supplies and Services" |
| Zamboni Company USA, Inc. | 120320-FZC | "Ice Rink and Arena Equipment with Related Supplies and Services" |

CONTRACT EXTENSIONS

| Supplier Name | Contract Number | Solicitation Title |
|---------------|-----------------|--------------------|
| | | |
| | | |
| | | |

NEW e2iQC CONTRACTS

| Company Name | Contract Number | State - Region - Type of Work |
|------------------------------------|-----------------------|--|
| Cooper Building Services, LLC | VA-W-GC01-120920-CPR | Commonwealth of Virginia - Western Virginia Area - General Construction |
| F.H. Paschen | VA-W-GC02-120920-FHP | Commonwealth of Virginia - Western Virginia Area - General Construction |
| Johnson-Laux Construction | VA-W-GC03-120920-JLC | Commonwealth of Virginia - Western Virginia Area - General Construction |
| S-Works Construction Corporation | VA-W-GC04-120920-SWC | Commonwealth of Virginia - Western Virginia Area - General Construction |
| Centennial Contractors Enterprises | VA-W-GC05-120920-CCE | Commonwealth of Virginia - Western Virginia Area - General Construction |
| HITT Contracting | VA-W-GC06-120920-HCI | Commonwealth of Virginia - Western Virginia Area - General Construction |
| Johnson-Laux Construction | VA-WC-GC01-120920-JLC | Commonwealth of Virginia - West Central Virginia Area - General Construction |
| Cooper Building Services, LLC | VA-WC-GC02-120920-CPR | Commonwealth of Virginia - West Central Virginia Area - General Construction |
| F.H. Paschen | VA-WC-GC03-120920-FHP | Commonwealth of Virginia - West Central Virginia Area - General Construction |
| The Matthews Group, Inc. | VA-WC-GC04-120920-TMG | Commonwealth of Virginia - West Central Virginia Area - General Construction |
| S-Works Construction Corporation | VA-WC-GC05-120920-SWC | Commonwealth of Virginia - West Central Virginia Area - General Construction |
| Harrisonburg Construction Co. | VA-WC-GC06-120920-HAR | Commonwealth of Virginia - West Central Virginia Area - General Construction |
| Paige Industrial Services, Inc. | VA-N-GC01-120920-PAI | Commonwealth of Virginia - Northern Virginia Area - General Construction |
| The Matthews Group, Inc. | VA-N-GC02-120920-TMG | Commonwealth of Virginia - Northern Virginia Area - General Construction |
| Vigil Contracting, Inc. | VA-N-GC03-120920-VGL | Commonwealth of Virginia - Northern Virginia Area - General Construction |
| Centennial Contractors Enterprises | VA-N-GC04-120920-CCE | Commonwealth of Virginia - Northern Virginia Area - General Construction |
| S-Works Construction Corporation | VA-N-GC05-120920-SWC | Commonwealth of Virginia - Northern Virginia Area - General Construction |

APPENDIX A Continued

| | | |
|------------------------------------|-----------------------|--|
| Johnson-Laux Construction | VA-N-GC06-120920-JLC | Commonwealth of Virginia - Northern Virginia Area - General Construction |
| Vigil Contracting, Inc. | VA-N-MH01-120920-VGL | Commonwealth of Virginia - Northern Virginia Area - Mechanical HVAC |
| Adrian L. Merton Inc. | VA-N-MH02-120920-ALM | Commonwealth of Virginia - Northern Virginia Area - Mechanical HVAC |
| Centennial Contractors Enterprises | VA-EC-GC01-120920-CCE | Commonwealth of Virginia - East Central Virginia Area - General Construction |
| The Matthews Group, Inc. | VA-EC-GC02-120920-TMG | Commonwealth of Virginia - East Central Virginia Area - General Construction |
| S-Works Construction Corporation | VA-EC-GC03-120920-SWC | Commonwealth of Virginia - East Central Virginia Area - General Construction |
| Cooper Building Services, LLC | VA-EC-GC04-120920-CPR | Commonwealth of Virginia - East Central Virginia Area - General Construction |
| F.H. Paschen | VA-EC-GC05-120920-FHP | Commonwealth of Virginia - East Central Virginia Area - General Construction |
| HITT Contracting | VA-EC-GC06-120920-HCI | Commonwealth of Virginia - East Central Virginia Area - General Construction |
| Paige Industrial Services, Inc. | VA-EC-MH01-120920-PAI | Commonwealth of Virginia - East Central Virginia Area - Mechanical HVAC |
| Cooper Building Services, LLC | VA-E-GC01-120920-CPR | Commonwealth of Virginia - Eastern Virginia Area - General Construction |
| F.H. Paschen | VA-E-GC02-120920-FHP | Commonwealth of Virginia - Eastern Virginia Area - General Construction |
| Centennial Contractors Enterprises | VA-E-GC03-120920-CCE | Commonwealth of Virginia - Eastern Virginia Area - General Construction |
| The Matthews Group, Inc. | VA-E-GC04-120920-TMG | Commonwealth of Virginia - Eastern Virginia Area - General Construction |
| S-Works Construction Corporation | VA-E-GC05-120920-SWC | Commonwealth of Virginia - Eastern Virginia Area - General Construction |
| HITT Contracting | VA-E-GC06-120920-HCI | Commonwealth of Virginia - Eastern Virginia Area - General Construction |
| Paige Industrial Services, Inc. | VA-E-MH01-120920-PAI | Commonwealth of Virginia - Eastern Virginia Area - Mechanical HVAC |

eziQC RENEWALS

| Company Name | Contract Number | |
|--|------------------------|--|
| Advanced Roofing, Inc. | FL-SWA-R01-121918-ADR | |
| Advanced Roofing, Inc. | FL-ECA-R01-121918-ADR | |
| LEE Construction Group, Inc. | FL-ECA-GC02-121918-LCI | |
| LEE Construction Group, Inc. | FL-SWA-GC02-121918-LCI | |
| McKenzie Contracting, LLC | FL-ECA-UG1-121918-MCL | |
| Johnson-Laux Construction, LLC | FL-SWA-GC03-121918-JLC | |
| McKenzie Contracting, LLC | FL-SWA-UG1-121918-MCL | |
| Johnson-Laux Construction, LLC | FL-ECA-GC03-121918-JLC | |
| Astra Construction Services, LLC | FL-ECA-GC04-121918-ACS | |
| Shiff Construction & Development, Inc. | FL-SWA-GC01-121918-SCD | |
| Shiff Construction & Development, Inc. | FL-ECA-GC01-121918-SCD | |

**SOURCEWELL
STATE OF MINNESOTA**



Member Thiel moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

Resolution No. 2021-19

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell’s cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members’ legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Zylka

and the following voted in favor: (list names here)
Wilson, Zylka, Veronen, Nagel, Thomas, Thiel, Arts, Kircher

and the following voted against: (list names here or “NONE”)

None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Sara Nagel
CF62F09F8AFC4BB...

Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - August 2021
CONSENT AGENDA ITEMS
Requesting Board permission to Solicit the following categories:

| |
|--|
| |
| |
| |
| |
| |
| |

Requesting Board permission to Re-Solicit the following categories:

| |
|--|
| Public Utility Equipment with Related Accessories and Supplies |
| Ambulance and EMT Vehicles with Related Equipment, Accessories, and Supplies |
| K-12 Food Products and Distribution with Related Services |
| State of Ohio - Indefinite Delivery Indefinite Quantity Contracting |

NEW CONTRACTS

| Supplier Name | Contract Number | Solicitation Title |
|---|-----------------|--|
| Blink Charging Co. | 042221-BLK | "Electric Vehicle Supply Equipment and Related Services" |
| ChargePoint, Inc. | 042221-CPI | "Electric Vehicle Supply Equipment and Related Services" |
| EV Connect, Inc. | 042221-EVC | "Electric Vehicle Supply Equipment and Related Services" |
| EVBox North America, Inc. | 042221-EVB | "Electric Vehicle Supply Equipment and Related Services" |
| FLO Services USA | 042221-FLO | "Electric Vehicle Supply Equipment and Related Services" |
| Freewire Technologies | 042221-FRE | "Electric Vehicle Supply Equipment and Related Services" |
| Livingston Charge Port | 042221-LIV | "Electric Vehicle Supply Equipment and Related Services" |
| Nuvve Holdings | 042221-NUV | "Electric Vehicle Supply Equipment and Related Services" |
| SemaConnect, Inc. | 042221-SEM | "Electric Vehicle Supply Equipment and Related Services" |
| Siemens Industry, Inc. | 042221-SIE | "Electric Vehicle Supply Equipment and Related Services" |
| Wireless Advanced Vehicle Electrification (WAVE), LLC | 042221-WVE | "Electric Vehicle Supply Equipment and Related Services" |
| The ActOne Group Inc./ATIMS | 051321-AOG | "Public Safety Software" |
| BackDraft OpCo, LLC | 051321-BAK | "Public Safety Software" |
| Deccan International | 051321-DEC | "Public Safety Software" |
| Envisage Technologies | 051321-ENV | "Public Safety Software" |
| Genasys, Inc. | 051321-GYS | "Public Safety Software" |
| Motorola Solutions, Inc. | 051321-MOT | "Public Safety Software" |
| Off Duty Management, Inc. | 051321-OFF | "Public Safety Software" |
| Quicket Solutions, Inc. | 051321-QKT | "Public Safety Software" |
| RadioMobile, Inc. | 051321-RDO | "Public Safety Software" |
| SmartCOP, Inc. | 051321-SMT | "Public Safety Software" |
| Utility Associates, Inc. | 051321-UTI | "Public Safety Software" |
| Vaisala, Inc. | 051321-VAI | "Public Safety Software" |
| Abacus Service Corporation | 062421-ABA | "Facilities Maintenance Services" |
| Kellermeyer Bergensons Services, LLC | 062421-KEL | "Facilities Maintenance Services" |
| LSS Holdings, LLC | 062421-LSS | "Facilities Maintenance Services" |
| Siemens Industry, Inc. | 062421-SIE | "Facilities Maintenance Services" |
| Sweep America Intermediate Holdings, LLC | 062421-SWP | "Facilities Maintenance Services" |
| Vanguard Cleaning Systems of Western Canada | 062421-VAN | "Facilities Maintenance Services" |
| Alamo Group, Inc. | 070821-AGI | "Road Right-of-Way Maintenance Equipment" |
| Altoz, Inc. | 070821-ATZ | "Road Right-of-Way Maintenance Equipment" |
| Bomford Turner, Limited | 070821-BFD | "Road Right-of-Way Maintenance Equipment" |
| Bush Hog Inc. | 070821-BHG | "Road Right-of-Way Maintenance Equipment" |
| Diamond Mowers, LLC | 070821-DMM | "Road Right-of-Way Maintenance Equipment" |
| FINN Corporation | 070821-FNN | "Road Right-of-Way Maintenance Equipment" |
| Green Climber of North America, Inc. | 070821-GCL | "Road Right-of-Way Maintenance Equipment" |
| Land Pride, a Division of Great Plains Mfg. Inc. | 070821-LPI | "Road Right-of-Way Maintenance Equipment" |
| Logix ITS | 070821-LGX | "Road Right-of-Way Maintenance Equipment" |
| Schulte Industries, Ltd. | 070821-SCI | "Road Right-of-Way Maintenance Equipment" |
| Tiger Corporation | 070821-TGR | "Road Right-of-Way Maintenance Equipment" |

CONTRACT EXTENSIONS

| Supplier Name | Contract Number | Solicitation Title |
|-------------------|-----------------|--|
| Ennis-Flint, Inc. | 062817-EPI | "Airport Consumable Products with Related Supplies and Services" |
| | | |
| | | |


Certificate Of Completion

| | |
|---|------------------------------|
| Envelope Id: F121475E457A44E493228EEAD089851B | Status: Sent |
| Subject: Council Legislation - Blink Charging | |
| Source Envelope: | |
| Document Pages: 101 | Signatures: 5 |
| Certificate Pages: 16 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Envelopeld Stamping: Enabled | Procurement Resource Group |
| Time Zone: (UTC-06:00) Central Time (US & Canada) | 730 2nd Ave. South 1st Floor |
| | Nashville, TN 37219 |
| | prg@nashville.gov |
| | IP Address: 170.190.198.185 |

Record Tracking


| | | |
|--------------------------------------|--|--------------------|
| Status: Original | Holder: Procurement Resource Group | Location: DocuSign |
| 1/8/2024 8:18:30 AM | prg@nashville.gov | |
| Security Appliance Status: Connected | Pool: StateLocal | |
| Storage Appliance Status: Connected | Pool: Metropolitan Government of Nashville and Davidson County | Location: DocuSign |

Signer Events

| Signer Events | Signature | Timestamp |
|--|---|---|
| Elizabeth Jefferson elizabeth.jefferson@nashville.gov Security Level: Email, Account Authentication (None) |  | Sent: 1/8/2024 8:26:04 AM Viewed: 1/8/2024 1:34:22 PM Signed: 1/8/2024 1:36:22 PM |
| | Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185 | |


Electronic Record and Signature Disclosure:

Accepted: 1/8/2024 1:34:22 PM
ID: 16af6c65-5834-4882-8879-3dfccfb96658

| | | |
|--|---|---|
| Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro |  | Sent: 1/8/2024 1:36:25 PM Viewed: 1/14/2024 1:08:53 AM Signed: 1/14/2024 1:09:13 AM |
| Security Level: Email, Account Authentication (None) | Signature Adoption: Pre-selected Style Using IP Address: 172.58.145.212 Signed using mobile | |


Electronic Record and Signature Disclosure:

Not Offered via DocuSign

| | | |
|--|---|--|
| Kevin Crumbo/mjw MaryJo.Wiggins@nashville.gov Security Level: Email, Account Authentication (None) |  | Sent: 1/14/2024 1:09:15 AM Viewed: 1/16/2024 11:11:04 AM Signed: 1/16/2024 11:12:09 AM |
| | Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185 | |

Electronic Record and Signature Disclosure:

Accepted: 1/16/2024 11:11:04 AM
ID: db4f0c5d-1e46-4720-badb-6c798d253e94

| | | |
|---|---|---|
| Tessa V. Ortiz-Marsh tessa.ortiz-marsh@nashville.gov Security Level: Email, Account Authentication (None) |  | Sent: 1/16/2024 11:12:13 AM Viewed: 1/16/2024 12:28:14 PM Signed: 1/16/2024 12:28:37 PM |
| | Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185 | |

Electronic Record and Signature Disclosure:

| Signer Events | Signature | Timestamp |
|---|-----------|--|
| Accepted: 1/16/2024 12:28:14 PM ID: 496d423e-ce91-4fd6-a4d1-2b58f204d77b | | |
| Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) | | Sent: 1/16/2024 12:28:42 PM Viewed: 1/16/2024 12:44:42 PM |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |

| In Person Signer Events | Signature | Timestamp |
|-------------------------|-----------|-----------|
|-------------------------|-----------|-----------|

| Editor Delivery Events | Status | Timestamp |
|------------------------|--------|-----------|
|------------------------|--------|-----------|

| Agent Delivery Events | Status | Timestamp |
|-----------------------|--------|-----------|
|-----------------------|--------|-----------|

| Intermediary Delivery Events | Status | Timestamp |
|------------------------------|--------|-----------|
|------------------------------|--------|-----------|

| Certified Delivery Events | Status | Timestamp |
|---------------------------|--------|-----------|
|---------------------------|--------|-----------|

| Carbon Copy Events | Status | Timestamp |
|--------------------|--------|-----------|
|--------------------|--------|-----------|

| | | |
|---|---------------|-----------------------------|
| Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None) | COPIED | Sent: 1/16/2024 12:28:40 PM |
| Electronic Record and Signature Disclosure: Accepted: 1/16/2024 10:29:10 AM ID: 865876c7-e427-4f94-aa46-244109992482 | | |

| | | |
|---|---------------|--|
| Tessa V. Ortiz-Marsh tessa.ortiz-marsh@nashville.gov Security Level: Email, Account Authentication (None) | COPIED | Sent: 1/16/2024 12:28:41 PM Viewed: 1/16/2024 12:40:52 PM |
| Electronic Record and Signature Disclosure: Accepted: 1/16/2024 12:31:46 PM ID: 2283bd4c-2846-4b79-bd8d-7666587818cb | | |

| | | |
|--|--|--|
| Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None) | | |
| Electronic Record and Signature Disclosure: Accepted: 11/21/2023 10:20:59 AM ID: 3ccf2030-2fdc-4b9a-bf88-53bccb570865 | | |

| | | |
|---|--|--|
| Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None) | | |
| Electronic Record and Signature Disclosure: Accepted: 1/16/2024 12:18:08 PM ID: d1c2f255-877e-467e-b144-e05b359dc7ea | | |

| | | |
|---|--|--|
| Terri Ray terri.ray@nashville.gov Security Level: Email, Account Authentication (None) | | |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |

| Witness Events | Signature | Timestamp |
|-----------------------|------------------|------------------|
|-----------------------|------------------|------------------|

| Notary Events | Signature | Timestamp |
|----------------------|------------------|------------------|
|----------------------|------------------|------------------|

| Envelope Summary Events | Status | Timestamps |
|--------------------------------|---------------|-------------------|
|--------------------------------|---------------|-------------------|

| | | |
|---------------------|------------------|-----------------------|
| Envelope Sent | Hashed/Encrypted | 1/8/2024 8:26:04 AM |
| Certified Delivered | Security Checked | 1/16/2024 12:44:42 PM |

| Payment Events | Status | Timestamps |
|-----------------------|---------------|-------------------|
|-----------------------|---------------|-------------------|

| Electronic Record and Signature Disclosure |
|---|
|---|

1. ACCEPTANCE OF TERMS AND CONDITIONS These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

2. MODIFICATION OF TERMS AND CONDITIONS We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

3. DEFINITIONS "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docusign.com/company/specifications>. "Subscription Service" means DocuSign's on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

4. SUBSCRIPTION SERVICE

During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be exempted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”; (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

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Cooperative Purchase Request

Instructions for Use:

Step 1 – Complete parts 1, 2, 3, and 4.

Step 2 – Collect attachments enumerated in part 4.

Step 3 – Email completed form and relevant attachments to prg@nashville.gov.

Note – do **not** sign. Pending review, the division of purchases will collect signatures via DocuSign.

Rec. Aug. 25, 2023

| Part 1 - Requesting Department Information | | | |
|--|----------------------------|------------|-----------------------------|
| Contact Person | Ava Elsaghir | Department | General Services Department |
| Email | Ava.Elsaghir@Nashville.gov | Phone | 615-930-6049 |
| Date Submitted | 08/24/23 | | |

| Part 2 - Cooperative Information | | | |
|---------------------------------------|--|---------------------|---|
| Cooperative Entity | Sourcewell | Originating Agency | State of Minnesota |
| Vendor | Blink Charging (per amend#1 replace SemaConnect) | Contract Number | 042221-SEM |
| Contract Start | 03/23/2023 | Contract Expiration | 07/20/2025 with one additional year extension |
| Solicitation Method | RfP | | |
| Description of good/services procured | Electric Vehicle Supply Equipment and Related Services | | |

| Part 3 - Utilizing Departments | | |
|----------------------------------|-----------------------|--|
| Yes | No | |
| <input checked="" type="radio"/> | <input type="radio"/> | Will any Metro departments/agencies, other than the requesting department/agency, be utilizing this cooperative? If yes, please indicate which departments/agencies below: |
| | | NDOT |

| Part 4 - Attachments & Attestations | | |
|-------------------------------------|-----------------------|---|
| Yes | No | |
| <input checked="" type="radio"/> | <input type="radio"/> | Have you attached the original contract from the originating agency? |
| <input checked="" type="radio"/> | <input type="radio"/> | Does the contract contain a cooperative purchase provision allowing use by other governmental agencies? |
| <input checked="" type="radio"/> | <input type="radio"/> | Do you accept the terms and conditions of the contract without exception? |
| Yes | No | |
| <input checked="" type="radio"/> | <input type="radio"/> | Have you attached the formal solicitation (RFP/ITB) from the originating agency? |
| <input checked="" type="radio"/> | <input type="radio"/> | Was the solicitation advertised, open, and unrestricted? |
| Yes | No | |
| <input checked="" type="radio"/> | <input type="radio"/> | This purchase, including but not limited to cost terms detailed in the contract, is in the best interest of the Metropolitan Government of Nashville & Davidson County. |

Below, briefly describe why utilizing this cooperative contract—as opposed to issuing an RFP/ITB—is more advantageous to Metro. Be thorough; this is utilized to develop legislation. Failure to complete may result in your request being returned.

The subject cooperative offers different levels of Networked Electric Vehicle charging stations for Purchase / lease that the Department can utilize for ordering equipment for several facilities for the use of employees or the public - The cooperative also supports Rep/upgrade of current EV charging stations for METRO. The Cooperative also include services such as EV charging stations maintenance, repair, parts and supplies.

| Part 5 – Signatures – To be completed by the division of purchases. | | |
|---|-------------------------|--------------------------------|
| Signature | Date Signed | Entity |
| <i>Ava Elsaghir</i> | 8/25/2023 8:21 AM CDT | ← Department Contact/Requestor |
| <i>Velvet Hunter</i> | 8/25/2023 8:45 AM CDT | ← Department Head |
| <i>Michelle L. Hernandez Lane</i> | 9/8/2023 2:27 PM CDT | ← Purchasing Agent |

**AMENDMENT #1
TO
CONTRACT #042221-SEM
AND
CANCELLATION OF #042221-BLK**

THIS AMENDMENT and CONTRACT CANCELLATION is effective upon the date of the last signature below by and between **Sourcewell** and **SemaConnect, Inc.** (SemaConnect), now known as **CCGI Holdings, LLC**. (Blink), 605 Lincoln Road, 5th Floor, Miami Beach, FL 33139.

Sourcewell maintains Sourcewell Contract Number 042221-SEM and Sourcewell Contract Number 042221-BLK to provide Electric Vehicle Supply Equipment and Related Services.

In June 2022, Blink, a leading provider of electric vehicle charging equipment and services, acquired SemaConnect, a leading provider of EV charging infrastructure solutions.

In March 2023, Blink notified Sourcewell that it wishes to change the name of the SemaConnect contract, Sourcewell Contract Number 042221-SEM, to CCGI Holdings, LLC. In addition, Blink wishes to add all products and services of Sourcewell Contract Number 042221-BLK to Sourcewell Contract Number 042221-SEM; and then cancel Sourcewell Contract Number 042221-BLK.

NOW THEREFORE, as of the effective date of this Amendment:

1. The contract holder of Sourcewell Contract Number 042221-SEM is changed to "CCGI Holdings, LLC."
2. All products and services listed on Sourcewell Contract Number 042221-BLK will be amended into 042221-SEM under a separate Sourcewell Price and Products Change Request Form that will be effective as of the effective date of this Amendment.
3. Sourcewell Contract Number 042221-BLK is cancelled.

Sourcewell

DocuSigned by:
 By: Jeremy Schwartz
C0FD2A139D06489...
 Jeremy Schwartz, Chief Procurement Officer

Date: 3/23/2023 | 2:21 PM CDT

**SemaConnect, Inc., now known as
CCGI Holdings, LLC**

DocuSigned by:
 By: Mark Pastore
7671F821E93E492...
 Mike Pastore, COO

Date: 3/23/2023 | 12:18 PM CDT

Approved:

DocuSigned by:
 By: Chad Coauette
7E42B8F817A64CC...
 Chad Coauette, Executive Director/CEO

Date: 3/23/2023 | 2:21 PM CDT

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

*"SEMACONNECT, INC.", A DELAWARE CORPORATION,
WITH AND INTO "BLINK SUB II LLC" UNDER THE NAME OF
"SEMACONNECT LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND
EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED
AND FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF JUNE, A.D.
2022, AT 6:26 O`CLOCK P.M.*




Jeffrey W. Bullock, Secretary of State

6846904 8100M
SR# 20222738824

Authentication: 203691153
Date: 06-15-22

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:26 PM 06/15/2022
FILED 06:26 PM 06/15/2022
SR 20222738824 - File Number 6846904

CERTIFICATE OF MERGER

merging

SEMACONNECT, INC.,
a Delaware corporation

with and into

BLINK SUB II LLC,
a Delaware limited liability company

Pursuant to Title 8, Section 264(c) of the Delaware General Corporation Law and Title 6, Section 18-209 of the Limited Liability Company Act, the undersigned limited liability company executed the following Certificate of Merger:

- FIRST: The name of the surviving limited liability company is: Blink Sub II LLC, a Delaware limited liability company, and the name of the corporation being merged with and into this surviving limited liability company is: SemaConnect, Inc., a Delaware Corporation.
- SECOND: The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by the surviving limited liability company and the merging corporation.
- THIRD: The name of the surviving limited liability company is: Blink Sub II LLC, a Delaware limited liability company.
- FOURTH: At the effective time of the merger, the Certificate of Formation of the surviving limited liability company is hereby amended by striking Article "FIRST" thereof, so that, as amended, said Article "FIRST" shall read as follows:

"FIRST: The name of the limited liability company (hereinafter called the "limited liability company") is: SemaConnect LLC."
- FIFTH: The merger is to become effective upon the filing of this Certificate of Merger with the Secretary of State of State of Delaware.
- SIXTH: The Agreement and Plan of Merger is on file at 605 Lincoln Road, 5th Floor Miami Beach, Florida 33139, the place of business of the surviving limited liability company.
- SEVENTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving limited liability company on request, without cost, to any member of the surviving limited liability company or stockholder of any constituent corporation.

[Signature Page Follows]

IN WITNESS WHEREOF, the surviving limited liability company has caused this Certificate of Merger to be signed by an authorized person, this 15th day of June, 2022.

BLINK SUB II LLC

By: 
Name: Michael D. Farkas
Title: Authorized Person



Solicitation Number: RFP #042221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and SemaConnect, Inc., 4961 Tesla Dr., Bowie, MD 20715 (Vendor).

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

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

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires July 20, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor will deliver its then-current limited product warranty and terms and conditions of sale document to a Participating Entity at the time of sale. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities.

Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance,

Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be

mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

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

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

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Vendor's liability and indemnity obligations to a Participating Entity will be as stated in Vendor's limited product warranty and terms and conditions of sale document.

12. GOVERNMENT DATA PRACTICES

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating

Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

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

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

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcwell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less

broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

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

Sourcewell

SemaConnect, Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
7/15/2021 | 11:53 AM CDT
Date: _____

DocuSigned by:
Mark Pastrone
By: 2CE8633D9EAF4B1...
Mark Pastrone
Title: COO
7/20/2021 | 11:45 AM PDT
Date: _____

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
7/20/2021 | 1:59 PM CDT
Date: _____

RFP 042221 - Electric Vehicle Supply Equipment and Related Services

Vendor Details

Company Name: SemaConnect
Address: 4961 Tesla Drive
Bowie, MD 20715
Contact: JIm NemeC
Email: jim.nemec@semaconnect.com
Phone: 216-704-5248
HST#:

Submission Details

Created On: Monday April 05, 2021 14:21:31
Submitted On: Thursday April 22, 2021 13:17:42
Submitted By: JIm NemeC
Email: jim.nemec@semaconnect.com
Transaction #: c68d571d-8cf8-4739-82c5-902c93739fa8
Submitter's IP Address: 74.215.255.235

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

| Line Item | Question | Response * |
|-----------|--|--|
| 1 | Proposer Legal Name (and applicable d/b/a, if any): | SemaConnect Inc. |
| 2 | Proposer Address: | 4961 Tesla Dr, Bowie, MD 20715 |
| 3 | Proposer website address: | https://semaconnect.com/ |
| 4 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Mark Pastrone, COO 4961 Tesla Dr, Bowie, MD 20715 301-352-3730 mpastrone@semaconnect.com |
| 5 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Jim Nemeč, Director of Government Programs 4961 Tesla Dr, Bowie, MD 20715 jim.nemec@semaconnect.com 216-704-5248 |
| 6 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Joseph Inglisa Vice President, Business Development SemaConnect, Inc. 4961 Tesla Drive Bowie, MD 20715 p (443) 766 9003 jinglisa@semaconnect.com |

Table 2: Company Information and Financial Strength

| Line Item | Question | Response * |
|-----------|--|--|
| 7 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | <p>2.7 SemaConnect Company Overview</p> <p>SemaConnect is a developer and manufacturer of commercial-grade electric vehicle charging solutions. The company began in 2008 with an initial focus on product development, and first launched its SemaConnect EV charging solution in early 2011 consistent with the start of the new mass market EV industry.</p> <p>SemaConnect prides itself on its Core Values. Culture and experience for both employees and customers is at the forefront of all decisions.</p> <p>*Competence *Collaboration *Integrity *Loyalty</p> <p>SemaConnect has over 100 employees and is headquartered outside of Washington DC, in Bowie Maryland and has 9 field offices in Boston, Washington DC, Atlanta, Miami, Denver, Seattle, San Francisco, Los Angeles and Dallas.</p> <p>SemaConnect's primary business model is product-focused with lifetime service support. SemaConnect initially sells the EV charging station solution as a product which is then owned by the customer, and for the life of the product SemaConnect provides on-going service support which consists of data communications, cloud-based software for station owners and drivers, 1-800 customer service and 24/7 state-of-health monitoring.</p> <p>SemaConnect also offers Charging As A Service where the complete solution including the charging hardware is offered to our customers through a monthly service fee with no upfront payment.</p> |

SemaConnect has built a business during the past 10 years (since the start of the mass market EV industry in 2011) with a strong foundation that includes the following pillars:

- Customer base – Over 1,500 accounts in the key segments of workplace, multifamily, public/retail
- Product/Services – Best-in-industry EV charging solution developed fully in-house
- Production – Vertically integrated supply chain.
- Partnerships – Strong partnerships with leading players including CBRE, Electrify America, EVgo, PlugShare and Gilbarco Veeder Root
- Competitive Position Today – Top two market share in North American commercial EV charging industry, and top provider of truly interoperable EV charging solutions

SemaConnect's commitment to delivering the best solution in the industry was validated with the award by Electrify America in 2017 of the lead share of the Electrify America workplace multifamily charging program. This program has been the most demanding program in the industry to-date, requiring SemaConnect as the lead supplier to install over 1,100 chargers in 215 properties across 15 US metros in under 18 months. The program requirements comprised delivering a fully turnkey solution from property qualification, to project design, to equipment production and delivery, to installation, to providing operational network and maintenance services through 2026.

SemaConnect has paced its growth with the EV charging industry. As the EV industry is now rapidly approaching its inflection point, SemaConnect is in a major expansion phase that leverages its business foundation built since 2011. As part of this expansion, we closed a round of funding in Q4 2020 with Trilantic Capital Partners, a Private Equity firm with over \$9 billion of Assets Under Management. With the backing of Trilantic, SemaConnect is well positioned to lead the growth of the EV industry expected during the next 10 years.

In terms of employees, today SemaConnect has 102 full time employees with a plan to double its team of employees during the next 18 months. Major areas of growth include:

- Expanding our 1,500 account commercial North American customer base
- Dedicated Public Sector vertical led by Director of Government Programs and associated sales force
- Growing best in industry fleet EV charging solutions for North America
- Launching a smart single family home solution leveraging our in-house technology
- Expanding into international markets

The SemaConnect EV charging solution is a comprehensive system including station hardware, cloud-based software for station owners and drivers, and smart phone apps for drivers which are fully networked to SemaConnect's network operation center.

SemaConnect has deployed over 12,500 EV charging stations for over 1,500 commercial property customers in North America that comprise a range of applications that include multifamily, office, retail, development, corporation, hotel/resort, health care, university, public parking and government charging sectors.

Example clients include:

Multifamily *AvalonBay, Mill Creek, Camden, Bozzuto and GreyStar
 Government. * Oregon DOT, City of Satelie Beach, City of Springfield
 Education. * Milwaukee Technical Institute, CA K-12
 Office *CBRE, JLL, C&W, Brookfield and Boston Properties
 Corporation * GE, Cisco Systems, Illumina, Dolby Labs and Geico
 Retail * Walgreens, Costco, Darden/Olive Garden, Edens
 Development * Wolfe, Emerald Fund, MRP Realty, DSF Group
 Hotel/Resort *Hyatt Regency, Crown Plaza, Stanford Park, Silverado
 Health Care *City of Hope, Hoag Medical Center, John Hopkins

8 What are your company's expectations in the event of an award?

SemaConnect expects to provide Sourcewell a complete scope of EVSE products and services to facilitate exponential growth to the public sector/non-profit vertical.

SemaConnect fully expects this to be the "priority" contract vehicle of choice for its government program. We expect business to double year over year on this contract and have created a dedicated vertical to facilitate growth and alleviate administrative burden. In addition, a special project team is being created that involves marketing, finance, sales, administration, and customer service. This team will be responsible for contract execution and driving revenue.

| | | | |
|----|--|---|---|
| 9 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | See attached file upload for information on financial strength | * |
| 10 | What is your US market share for the solutions that you are proposing? | SemaConnect is currently the #2 OEM provider of EVSE services and HW according to DOE Alternative Fuel Datacenter and Chargepoint 2020 investor deck. This translates to roughly 8-12% marketshare and continuing to grow. | * |
| 11 | What is your Canadian market share for the solutions that you are proposing? | SemaConnect has roughly 1-3% Canadian marketshare. | * |
| 12 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | No | * |
| 13 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | a) non-applicable b) SemaConnect is OEM of EVSE related equipment and software. All products and software proposed under this are engineered and developed in house. SemaConnect does not utilize 3rd party software on any of its hardware platforms. This provides a single point of contact for all equipment and software troubleshooting. SemaConnect has a direct sales division of roughly 15 individuals operating across the US. In conjunction to the sales team, we have dedicated Government vertical . Sourcewell will be managed by the Director of Government Programs who will be hiring additional regional government support managers to drive sales through this contract upon award. In addition, SemaConnect is actively seeking triple the size of its salesforce within 6 months. Including a full inside sales team responsible for outbound calls. SemaConnect's service force is comprised of Customer Success Team and Field Service Team made up of 10 individuals. This team is slated to double in the next 6 months due to demand. SemaConnect also works with a number of resellers and distributors who hold various state /cooperative contracts, however it is the intent that SemaConnect will facilitate all sales and service directly. The exception being if a customer requires site design, electrical work, site preparation, unit install or remote area requires local attention for SLA's. In these cases, SemaConnect will work with its wide network of electrical contractors to facilitate "open market" quotes. | * |
| 14 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | Please refer to documentation attached that contains all product certifications. SemaConnect does NOT require "SemaConnect certified" or "SemaConnect authorized" 3rd party electrical installers. Our solution is fully contained and can be implemented by any licensed electrician. This benefit allows the customer to choose their preferred electrician to do the install without voiding warranty. SemaConnect will also work through its sub-contractor network if a total turnkey solution is needed (design, project management, utility work) or as previously mentioned remote geographic location requires local support. These SemaConnect network electrical subcontractors are all state licensed EC's. | * |
| 15 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | Non-Applicable. To the best of our knowledge SemaConnect has never had a contract terminated for non performance or non-compliance in the past 10 years. | * |

Table 3: Industry Recognition & Marketplace Success

| Line Item | Question | Response * |
|-----------|--|---|
| 16 | Describe any relevant industry awards or recognition that your company has received in the past five years | Sole provider of level 2 charging stations (1,123 stations) as part of the Electrify America project. EA was a non-profit entity setup to disperse green technology as part of the VW settlement fund, valued at over \$2 billion in green technologies. SemaConnect was premier supplier partner for this project. We were the largest recipient of this award during phase 1. |
| 17 | What percentage of your sales are to the governmental sector in the past three years | SemaConnect averages roughly 7-9% YOY government sales. |
| 18 | What percentage of your sales are to the education sector in the past three years | SemaConnect averages roughly 1-3% YOY education sales. |
| 19 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | SemaConnect does not currently hold any state, provincial, or cooperative purchases directly, but does have resellers, contractors, and distributors that hold various state contracts. That data is not tracked. |
| 20 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | Non-Applicable |

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name * | Contact Name * | Phone Number * |
|-------------------------------|------------------------|--|
| Oregon Dept of Transportation | Amy Regimbal | 503-986-2736 desk / 503-932-0305 cell amy.g.regimbal@odot.state.or.us |
| City of Eugene | Travis Hargitt | O: 541-682-5296 M: 843-670-2248 F:541-682-6806 www.eparkeugene.com THargitt@eugene-or.gov |
| City of Satellite Beach | Nicholas Frank Sanzone | Environmental Program Coordinator 565 Cassia Boulevard Satellite Beach, FL 32937 Tel: 321.773.4407 Fax: 321,779.1388 Website: www.satellitebeachfl.org Email: nsanzone@satellitebeach.org |
| Leon County Florida | Tessa Schreiner | Leon County Tessa Schreiner Sustainability Manager Office of Sustainability 1907 S. Monroe St., Tallahassee, FL 32301 (850) 606-5021 /work schreiner@leoncountyfl.gov |

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * |
|-------------------------------|---------------|--------------------|--|------------------------|----------------------------------|
| Oregon DOT | Government | Oregon - OR | Level 2 charging, delivery, device maintenance, and smart charging network services | \$6,000-\$25,000 | \$100,000.00 |
| EA | Non-Profit | Virginia - VA | Installed over 1,000 Level 2 charging devices nationwide as part of VW national infrastructure grant /settlement in partnership with EA, Including but not limited to installation, network services, and warranty services. | \$10,000- 100,000 | \$700,000.00 |
| City of Edmonds | Government | Washington - WA | Level 2 charging, delivery device maintenance, warranty, smart charging | \$7,000-\$14,000 | \$23,000.00 |
| Milwaukee Technical institute | Education | Wisconsin - WI | Level 2 charging, delivery, device maintenance, warranty, smart charging network services | \$6,000.00 | \$14,000.00 |
| Burrough of Maddison | Government | New Jersey - NJ | Level 2 charging, delivery, device maintenance, warranty, smart charging network services | \$6,000-\$10,000.00 | \$40,000.00 |

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question | Response * |
|-----------|---|--|
| 23 | Sales force. | <p>SemaConnect sales force consist of a Sr VP of Sales, VP of Business Development, (3) National Directors, and (8) Regional Sales Managers. The Director of Government Programs will be responsible for overall strategy and marketing of the Sourcwell award in conjunction with Regional Sales Managers and VP of Marketing. SemaConnect will look to grow is government vertical operations in the field upon award in order to have a dedicated sales force driving opportunities to the Sourcwell Cooperative Contract. This team will be solely focused on public sector/non-profit entities. This ensures public sector sales acumen, specialization and compliance to the full scope of the contract.</p> <p>In addition, SemaConnect will be tripling the size of the sales force within 6 months due to increased market demand. We will also be hiring additional compliance, administrative staff as necessary.</p> |
| 24 | Dealer network or other distribution methods. | All sales, marketing, service, and contract administration will be provided by SemaConnect directly unless otherwise noted below. |

| | | | |
|----|--|---|---|
| 25 | Service force. | <p>SemaConnect has unique industry leading service model of full replacement guarantee. This is achieved through our wide network of warehouses in strategic geographic regions. SemaConnect products are not dependent on part replacement or repeated service calls for troubled units. This ensures customer satisfaction and an SLA uptime guarantee of 98% for all units worldwide.</p> <p>In instances when a technician is needed to troubleshoot or provide on site assistance, SemaConnect service force consist of 5 regional service individuals, led by Service Delivery Manager. This team is set to double within 6 months due to industry demand.</p> <p>SemaConnect also utilizes its network of state licensed electrical contractors that can cover all of the US, Canada, and US territories both rural and metro. SemaConnect will provide 24hr service response for ALL customers.</p> <p>SemaConnect also will provide design, project management, and installation services through our electrical contractor network. SemaConnect will provide these as "open market" items per a customized scope of work and quote in conjunctions with our partners.</p> <p>Please refer to the attachment for service call flow diagram.</p> | * |
| 26 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | <p>The customer success team is comprised of over 14 individual customer support representatives and account managers. They are managed by the Director of Customer Success, Kait Metz. They provide support via phone and email and are available 24x7x365. We respond to customer inquiries as quickly as possible and aim to respond the same business day. All Key Performance Indicators on response time and issue close out are closely monitored to ensure overall 98% uptime as per our company SLA.</p> <p>The process for providing support is that an inquiry comes in via phone or email and a case is created. The support representative will work to resolve the case and will partner with other departments as needed, such as our field services team for repairing stations. The support team will also escalate internally if an issue is not being resolved quickly or if a repeated issue occurs. Once the issue is resolved, then the case is closed, and the customer is notified of ticket close out. All calls or issues are available for review upon request by the requesting entity.</p> <p>If a station owner needs to be involved in troubleshooting and fixing the station, then the account manager will also be involved in solving the issue, such as restarting the station or providing instructions on how to ship a station back to SemaConnect.</p> <p>Customer support team members have metrics in place to monitor the phone calls, cases worked, and responses to customers. This team works hand in hand with account management team and sales to ensure customer satisfaction. In addition, quarterly business reviews will be done by the sales team and account management team to ensure ongoing success and consultation on current state vs future state.</p> | * |
| 27 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | SemaConnect has been servicing all 50 states since its inception. Our willingness to grow and work with our customers has led us to become the #2 marketshare provider of EVSE products in the US. We are continuing to grow as an organization and plan to continuously expand our service, sales, customer service, and administration force by a minimum of 100% in the next 6 months. | * |
| 28 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | SemaConnect has full operational coverage of sales and support in Canada. We actively markets and sells to these entities. | * |
| 29 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | SemaConnect is NOT limited to any geographic areas of the US or Canada for all items proposed in this solicitation. | * |
| 30 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | SemaConnect will service and support all entities mentioned in this solicitation across the US, Canada, and associated territories. | * |
| 31 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | SemaConnect does not have any additional restrictions or requirements for these areas not identified in our Sales Terms and Conditions. | * |

Table 7: Marketing Plan

| Line Item | Question | Response * |
|-----------|--|--|
| 32 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>SemaConnect will use a combination of sales and marketing programs to help market the Sourcewell contract.</p> <p>The sales team has extensive coverage in all 50 states and field offices in each major region of the country. This provides SemaConnect with key insights into local markets and access to industry contacts, many of which we sell products and services in. Our sales team and our extensive database which has been curated over the years has access to clients and prospects in education at schools and universities, at both state and local government, in addition to other qualified entities who would benefit from promotion the Sourcewell Contract.</p> <p>SemaConnect will use it's 360 degree marketing programs to implement a Sourcewell marketing strategy that will not be limited to just the following:</p> <ul style="list-style-type: none"> · Email Campaigns – SemaConnect will develop and deliver targeted email campaigns and create awareness about the Sourcewell contract and its many benefits. We would target both prospects and eligible customers. · Internal Sales Training for both regional and national sales managers that would educate our teams on the benefits of the Sourcewell contract. · Internal Emails and Communications – In addition to the internal training, Sourcewell program materials and assets would be shared within through email and then placed in our internal marketing portal. · We will use the SemaConnect.com website create a Sourcewell Website page that will house all the relevant information pertaining to the contract, like contract information, price sheets, product flyers, technical documents, in addition to any contract updates. · SEO and Google Adwords – SemaConnect would use search engine optimization techniques and strategies to help drive “Sourcewell” traffic to the site. All digital materials will have meta-data that will help add to the credibility of the website and improve search rankings. We will also develop an Google Ads campaign that will drive some PPC traffic. · Marketing Materials – SemaConnect will develop specific co-branded Sourcewell flyers and materials to help create awareness and outline the benefits of the contract to our public facing customers and prospects. We will make these materials and any other relevant materials available on the Sourcewell web page and company intranet. · National Conferences and Regional Shows – SemaConnect will attend government procurement events at a national level showcasing its products and services in addition to promoting the Sourcewell contract to eligible clients and prospects. In addition to our national events, our sales managers schedule many regional shows throughout the US to promote our products, services and the Sourcewell contract. · Press Release – we would schedule a press release announcing availability of and listing the benefits of the contract. This press release will live on our website and add to the overall SEO strategy. We also push this release through our social media channels. · Webinars – we will help promote the Sourcewell contract and create awareness through our monthly, educational webinars. <p>Sample marketing materials have been included.</p> |
| 33 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | <p>SemaConnect, as previously mentioned, places tremendous importance on leveraging the latest digital marketing technologies. We have spent the last few years improving our domain authority and using technology and digital data to attract more new visitors to our website improve our search engine rankings.</p> <p>Every piece of content created, is built with meta-data best practices in mind. That includes meta-descriptions, keywords, keyword phrases, density. We also boost the relevance of our content by optimizing for related keywords people use. Digital materials created for Sourcewell will all use SEO best practices to help improve the index-ability of the Sourcewell contract. This will include the main webpage and pages containing Sourcewell content, including pdfs, articles, blog posts, webinars, images, etc.</p> <p>SemaConnect will also use its social media programs to announce the awarded contract on external branded media such as Facebook, Twitter, LinkedIn, and Instagram. We will use our social media platforms to educate followers on Sourcewell news, program updates, blog articles, webinars and more. We will also send an e-newsletter announcing this contract and mention the award in our monthly webinars.</p> |

| | | | |
|----|---|---|---|
| 34 | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process? | <p>SemaConnect Public Sector Team believes that a strong partnership with Sourcewell will provide an opportunity to collaborate on marketing efforts which will result in mutual success. We would request a marketing strategy meeting with our Sourcewell Contract Manager upon award to learn the best practices of Sourcewell and its most successful vendors for this contract. Below are some of the items that SemaConnect would look to Sourcewell for help in promoting our contract.</p> <ul style="list-style-type: none"> • Member Communication of Award - Upon award, we would request Sourcewell's resources to launch SemaConnect contract award. This could be done via a live introduction webinar at the Sourcewell office and other mediums that Sourcewell would recommend. • SemaConnect Customer Updates - SemaConnect would utilize Sourcewell's resources to update customer on the addition of products and/or services or any other contract related information. Including but not limited to social media, direct mailings, email campaigns, outbound sales campaigns. • Customer Engagements - SemaConnect would request assistance from Sourcewell on customer engagements including answering member questions, prospective customer meetings, contract validation discussions and any other contract related engagements that require Sourcewell assistance to move an opportunity forward. • Training Internal - We would request assistance with Regional and Local Sales Meetings to share Sourcewell's cooperative contract talk track and benefits in your words. On occasion, we would ask that Sourcewell be involved in specific meetings that are focused on a specific market or customer engagement. Meetings will be remote until COVID-19 guidelines allow for in person meetings and it would be based upon Sourcewell availability. • Sourcewell Member Product Showcases - We like to showcase our industry-leading technology to captive audiences. We would request Sourcewell's assistance in inviting members to SemaConnect . • Email / Direct Mail Sourcewell Membership - With Sourcewell's assistance, SemaConnect would request access to a membership list with email addresses and /or mailing addresses to introduce SemaConnect technology to the Sourcewell membership and provide information on what we have to offer via the Sourcewell contract. The membership list would also be used of other Sourcewell approved communications such as product announcements, product showcase invitations or other exciting updates. <p>All associated sales and marketing will be driven from the Government Programs division of SemaConnect under direct supervision of VP Marketing, VP of sales, and Director of Government Programs.</p> | * |
| 35 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | <p>Due to the fact the SemaConnect provides complex products and services that require detailed configuration and a solutions-based, consultative approach, we do not provide the ability to order through e-procurement. SemaConnect is customer focused and our sales managers ensure that products and services match the needs and specifications of the client. Post-sales Account Management team also work closely with clients to set-up and configure pricing and access control to our products.</p> | * |

Table 8: Value-Added Attributes

| Line Item | Question | Response * | |
|-----------|--|--|---|
| 36 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | <p>All training on SemaConnect equipment and software platform is standard and available at no additional cost. SemaConnect customers are assigned an Account Manager who is responsible for training the station owner to completely customize and operate our platform. SemaConnect provides station owners online video training modules as well so they can learn at their own pace or revisit specific modules at any time. Station owners can work with their Account Manager at any point in the future for any additional help at no cost.</p> | * |

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| <p>37</p> | <p>Describe any technological advances that your proposed products or services offer.</p> | <p>SemaConnect offers a range of advances / capabilities for key stakeholders including charging station owners, drivers and third party partners.</p> <p>Software/Charging Management Capabilities for Charging Station Owners SemaConnect's charging management software includes:</p> <p>Commercial Charging Management Software – This software includes exceptional capabilities for commercial charging station owners to easily provide charging services at their properties. The software enables our customers to easily configure their charging program for preferred pricing and access policies as well as monitor and manage their program through a robust reporting capability. This software enables workplaces to manage access control and provide charging to employees. The software also enables other facilities such as retail locations to monetize charging.</p> <p>Multifamily Charging Management Software – This software enables multifamily firms to easily implement dedicated charging programs for individual apartment tenants. The software is capable of enabling multifamily customers to easily establish pricing policies, manage direct billing of individual tenants and monitor utilization and energy usage across their portfolio.</p> <p>Load Management Software – SemaConnect's Load Management software enables charging station owners to optimize their charging program by adjusting the power delivery of their chargers. The software enables customers to easily perform both Peak Power Management and Power Sharing Management across a group of chargers at the circuit, panel or site level. Peak Power Management includes the ability to set peak power in a variety of ways including dynamic demand response (i.e. in response to external signals from either an electric utility or third party building management software platform). Power Sharing Management includes the ability to select either static or dynamic algorithms for sharing the peak power across a group of chargers.</p> <p>Fleet Management Software – SemaConnect's Fleet Management Software enables a fleet manager to manage charging either by fleet vehicle type or by individual vehicle. The software includes the capability to establish key charging parameters such as expected vehicle plug-in time, start-of-charge time, target delivered energy and expected plug-out time. The fleet management software algorithm uses machine intelligence and data analytics to optimize charging for fleet vehicles. Also, SemaConnect's software is easily integrated with vehicle telematics platforms, route planning software and traditional fleet management software platforms.</p> <p>Software Charging Management Capabilities for EV Drivers SemaConnect has both cloud-based software and mobile smart phone apps for EV drivers. SemaConnect's cloud-based software has a range of features which include enabling drivers to set-up a SemaConnect account, provide a method of payment, provide notification preferences (e.g. text message when battery fully charged), as well as track and monitor charging history. SemaConnect's smart phone apps enable drivers to easily find chargers, check real-time availability and start and pay for charging sessions. Our smart phone app also includes application specific features such as a "wait list" capability for drivers to be notified when a charger becomes available at their property.</p> <p>Software Charging Management Capabilities for Third Party Partners SemaConnect has a strong commitment to providing our customers (i.e. charging station owners/operators) exceptional value by both delivering an exceptional charging solution as well as integration and interoperability with key value added players in the charging ecosystem (e.g. auto makers, electric utilities, other EV network service providers and third party software application providers). As part of this commitment, SemaConnect fully embraces industry interoperability standards including OCPP, OCPI and Open ADR 2.0b</p> <p>Charging as a Service (CAAS) - Follows standard capital model leasing for large transaction sizes 1-5 year. This can be customized method uses the charger as owner/operator model for revenue recuperation.</p> |
| <p>38</p> | <p>Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p> | <p>SemaConnect products are Energy Star compliant</p> <p>ENERGY STAR: Products that meet certain standards can be registered as ENERGY STAR devices as part do an energy saving program for office equipment. Implemented in 1995 through an agreement between the Japanese and US governments, the international program has expanded with the participation of the EU, Canada, Australia, New Zealand, Taiwan and other countries.</p> |

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| 39 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | Non-Applicable. SemaConnect does not use any third party equipment or software. All products and software are designed and engineered in house. | * |
| 40 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | SemaConnect does not hold any certifications, but does work with diversified partners for products, services, and various business opportunities. (SBE, SDVOSB,WMBE) | * |
| 41 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | <p>SemaConnect offerings have been very successful as a result of the following differentiators:</p> <p>1) Ease of Install – A strong differentiator in general for SemaConnect is ease of installation. Our key design criteria is a sleek and compact form factor for our charger's that enables SemaConnect to ship the product "fully assembled." This reduces labor costs in installation as well as enables the commercial property customer to use their preferred electrical contractor for installation. We also do not require any commissioning, certifications, or special licenses to install our products. This give Sourcewell entities the option to use their own contracted EC's to install or in the cases where it is required, we can provide full cradle to grave design, install, and project management via open market quote with our network of electrical contractors that cover all the US and Canada.</p> <p>2) We do not obligate the station owner to a software contract. We actually give the first year complimentary and it is optional after the first year. The chargers do not require network service to operate in "open access".</p> <p>3) SemaConnect is committed to clearly differentiate itself from our competition. Our key software differentiators are summarized below. Note: The first item "Full Solution Developed In-House" differentiates SemaConnect in that we provide both hardware and software as an integrated solution developed in-house by the SemaConnect engineering team. We have 10 years of experience that has demonstrated the strong advantage for our customers of having a "Full Solution Developed In-House" as described below.</p> <p>a) Full Solution Developed In-House – A strong differentiator from the majority of our competitors is that SemaConnect develops all aspects of the solution in-house, hardware, software and network technology. Of particular significance is the development and control over all aspects of the software, including the embedded software that is on the charger itself as well as the cloud-based software that comprises that charging management platform. This enables SemaConnect to rapidly add new features for customers, efficiently troubleshoot any issues and quickly integrate with third party software platforms and network providers.</p> <p>b) Truly Interoperable Solution – A significant differentiator from our direct competitor is our absolute commitment to third party providers in the industry that enable our solution to deliver an exceptional experience for our customers and drivers. A key example of this is the PlugShare app. PlugShare is by a wide margin the most popular app in the industry for drivers to locate commercial charging stations in the US. SemaConnect pioneered together with PlugShare the Pay-with-PlugShare feature which gives EV drivers a full experience including the ability to check real-time availability, start and pay for charging sessions all on SemaConnect chargers. In contrast, our direct competitor's chargers have only basic charger information on PlugShare.</p> <p>c) Rapid Custom Feature Development – SemaConnect's in-house engineering team has continuously improved our software development process during the past 10 years. SemaConnect's senior engineering leaders including our CTO have been with the company essentially since the beginning. As a result, SemaConnect has developed an exceptional ability to rapidly respond to the needs of our customers and strategic partners.</p> <p>4) Maintenance- SemaConnect is the only OEM provider to offer a full replacement maintenance plan during the course of valid warranty. At any time if an issue develops with a unit that cannot be fixed via phone. SemaConnect will ship a brand new "fully assembled" unit at no cost. This full replacement plan ensure that uptime is not determined on parts availability, technician availability, or recurrent problematic units.</p> | * |

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question | Response * |
|-----------|---|---|
| 42 | Do your warranties cover all products, parts, and labor? | <p>SemaConnect Full Replacement warranty covers all products offered within this proposal.</p> <p>SemaConnect will provide a one (1) year parts and labor warranty for all new Chargers purchased. Warranty shall go into effect 30 days from the shipment date of the charger.</p> <p>All third party hardware and software furnished by SemaConnect hereunder are subject exclusively to the respective manufacturer's warranty. SemaConnect shall pass through to Sourcewell members all such applicable warranties.</p> |
| 43 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | Yes, please refer to SemaConnect Warranty Agreement document for additional information |
| 44 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | Yes, SemaConnect covers the travel expense of technicians to perform warranty repairs |
| 45 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | No, We cover entire United States and Canada, including US territories. |
| 46 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | <p>SemaConnect full replacement Warranty cover all the SemaConnect products offered within the proposal.</p> <p>All third party hardware and software provided by SemaConnect hereunder are subject exclusively to the respective manufacturer warranty. SemaConnect will pass through corresponding warranties to all Sourcewell members.</p> <p>Please refer to warranty attachment for additional information.</p> |
| 47 | What are your proposed exchange and return programs and policies? | <p>Seller has a general "no return policy," except for defective goods that may be returned in accordance with SemaConnect's Limited Product Warranty. No return or cancellation of orders already accepted is permitted without prior written authorization of Seller (obtained prior to shipment or after receipt). Approved returns will be subject to a 25% cancellation fee, and Customer will be responsible for all transportation charges</p> |
| 48 | Describe any service contract options for the items included in your proposal. | All SemaConnect products and services come with a 1 year warranty, with the option to extend that warranty up to 5 years per our pricing sheet. |

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question | Response * |
|-----------|--|---|
| 49 | Describe any performance standards or guarantees that apply to your services (network uptime, power management, charging capabilities, etc.) | <p>SemaConnect SLA guarantees uptime of 98%, barring any customer electrical issue, or cellular carrier outage.</p> <p>All Maintenance performance is 1 business day from the day of mutually agreed scheduled maintenance date</p> <p>SLA's for Charging Accuracy are designated within within 1% .Maintenance accuracy are defined within 2%.</p> |
| 50 | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | <p>SemaConnect will provide all Sourcewell customers the capability to generate a usage data report with a report time range between Sunday at midnight UTC to Saturday at midnight UTC, ignoring daylight savings time. SemaConnect will also provide Quarterly Business Reports for customer review to ensure SLA's. SemaConnect also gives each customer the ability to set their own metrics for device usage, policy, and cost for end user training via the smart charging network.</p> <p>All KPI's are continuously monitored by the Customer Success Team and available upon request. We offer 24/7/365 customer support for both driver and owner.</p> <p>All Maintenance performance or replacement is (1) business day from the day of mutually agreed scheduled date. SemaConnect also has the ability to troubleshoot during non-working hours and weekend. SemaConnect will work with clients upon request if customized KPI for fleet/driver management are needed.</p> |

Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * |
|-----------|---|--|
| 51 | What are your payment terms (e.g., net 10, net 30)? | Net 30 Days |
| 52 | Describe any leasing or financing options available for use by educational or governmental entities. | <p>SemaConnect offers a low monthly payment option to fund the charging stations and installation. Key features of the financing option:</p> <ul style="list-style-type: none"> • Includes both the equipment price as well as installation project price • May include extended warranty and network service fees • It is a capital lease, so you can recognize as an asset on your balance sheet and: <ul style="list-style-type: none"> • Realize depreciation benefits • Realize potential state and local tax credits for purchasing EV charging equipment • Lease term flexible, from 12 to 60 months • At end of term, can buy-out lease for \$1.00 <p>SemaConnect partners with Noreast Capital and does not require a minimum to finance. All financing is based on "final credit approval" via attached documents.</p> |
| 53 | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders. | <p>SemaConnect utilizes industry leading technology for both customer relationship management (SalesForce) and accounting/billing (Oracle Netsuite).</p> <p>All corresponding contract activity will be logged and matched using the Sourcewell contract Master Service Agreement which will be setup upon award. All entities quoted utilizing the Sourcewell contract will then be linked with a single MSA. All corresponding Sourcewell contract pricing will be created and catalogued under the MSA. This information is housed in both Salesforce and NetSuite and is integrated into the sales process from quote to order fulfillment. This direct API integration of Salesforce and NetSuite ensure complete contract compliance under the MSA from quote to order processing. Upon receipt of PO , NetSuite will log all transactions under the Sourcewell MSA. This complete audit log of transactions ensure that all Sourcewell related procurement is housed and accounted for in one location for easy quarterly reports and remittance.</p> <p>In addition, technology rules and framework, a dedicated team composing of Director of Finance, Compliance, Customer Success, and Director of Government Programs will ensure human oversight of all transactions.</p> |
| 54 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | SemaConnect will accept all procurement cards and credit cards at no additional costs. |

Table 11: Pricing and Delivery

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

| Line Item | Question | Response * |
|-----------|---|--|
| 55 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | SemaConnect is offering a discount of 25% off MSRP. All line items have a corresponding discount associated with them. Network service and warranties typically are not discounted items hence our 0% discount, but SemaConnect will consider volume based discounts on these items on a per opportunity basis. |
| 56 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | SemaConnect is offering Sourcewell a discount of 0-25% off MSRP. |
| 57 | Describe any quantity or volume discounts or rebate programs that you offer. | SemaConnect is open and willing to spot discount listed contract pricing, based on volume and competitiveness. |
| 58 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. | Depending on the product or service that was needed, if it falls within the scope of the resulting contract, we would first attempt to get the item added to the contract. If for some reason the customer needed it right away or we were not able to add it, SemaConnect will offer them an open market price, based on a discount from MSRP. SemaConnect will also offer all complete turnkey design, electrical, construction, project management, utility work as an open market item. The complexity and variability of each customer make it impossible to determine an upfront cost to Sourcewell without an onsite evaluation and require a custom quote to ensure the customer is completely satisfied with the end product. Our pricing sheet reflects this need for a customized quote. |
| 59 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | SemaConnect charges the station owner a 5% credit card/transaction fee to store and collect revenue from drivers to the owners based on usage of the charging stations. If the entity chooses to not charge per session than this 5% is Non-applicable. |
| 60 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | SemaConnect contracts with UPS for all freight, shipping, and delivery via UPS market rate. If customer prefers to use their "own" logistics partner, SemaConnect will accommodate. SemaConnect will provide a shipping estimate on ALL quotes. All orders are fulfilled and delivered within 30 days of receivable of PO. |
| 61 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | SemaConnect does not have any difference in terms to any offshore deliveries, or states/territories outside of the contiguous US. |
| 62 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | SemaConnect gives the option to every customer to either use our UPS freight program or their own preferred logistics carrier. SemaConnect will work with any insured carrier a customer requests. |

Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|-----------|---|--|
| 63 | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | SemaConnect is offering substantial discounts to Sourcewell usually only available to "premier" identified distributors. |

Table 13: Audit and Administrative Fee

| Line Item | Question | Response * |
|-----------|--|--|
| 64 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. | <p>SemaConnect utilizes industry leading technology for point of sales, accounting, billing and compliance software. The Sourcewell Contract will be assigned a Master Services Agreement number in a customized version of Salesforce and Oracle NetSuite. Upon an order under this contract, all PO's will be required to identify contract number, pricing, MSA and all terms/conditions. These quotes will all be generated out of Salesforce with direct api into Oracle Netsuite with the corresponding MSA information. NetSuite will ensure the total contractual relationship between Sourcewell, SemaConnect, and the end user customer are honored, including 2% administration fee.</p> <p>All contract compliance is managed by the special project team Director of Finance (Rachel Hahn), Director of Customer Success (Kait Metz) and Director of Government Programs (Jim NemeC). This contract will also be designated a special project. Special Projects are monitored by a single team of assigned project manager, finance, operations, and sales. This project management team must do periodic, at a minimum of monthly, reviews to confirm that the project is tracking properly based on various KPI and administrative coding. For finance this includes pricing and payables to report on compliance. This ensures all pricing, rebates, and remittances are received timely by the Sourcewell. Through these processes SemaConnect will be fully capable of reporting quarterly sales and remits back to Sourcewell.</p> <p>SemaConnect has been through a PCAOB compliant audit by two large notable firms required prior to large capital investment from Trilantic Capital Partners.</p> |
| 65 | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | <p>Success will be monitored using a team effort of marketing, sales, and accounting. SemaConnect will be actively tracking opportunity, customer engagement, sales revenue via Salesforce and Oracle Netsuite. The Director of Government Programs will be pulling monthly KPI's from the direct sales team to determine opportunity rate and segment as well as dictating changes for increasing market penetration. Marketing will work in conjunction with sales tracking email, phone, mail, webinar events to drive success. Quarterly sales reports will be used to determine growth within a year and YOY for term of the contract.</p> |
| 66 | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | <p>SemaConnect is offering a 2% administrative fee for all hardware and network service agreements. Additional years of warranty purchased are not subject to this fee.</p> |

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

| Line Item | Question | Response * |
|-----------|--|---|
| 67 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | <p>SemaConnect is offering a full line of Level 2 charging stations for employee, general public, and fleet operations. We offer equipment at 30-80 amp power output. All equipment comes with a fully integrated smart charging network operated via cellular infrastructure.</p> <p>All 3rd party network services reference cellular network providers used for RF signal for devices</p> <p>We also offer automated revenue system for electricity usage and subsequent revenue capture. All products and services come with warranty and network service plan.</p> |
| 68 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | The only subcategory listed are for full "cradle to grave" design, installation, electric implementation services. This will be done as an "open market " item and will be quoted per specific instance. |

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

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

| Line Item | Category or Type | Offered * | Description / Comments * |
|-----------|--|--|---|
| 69 | Non-network electric vehicle charging hardware | <input type="radio"/> Yes <input checked="" type="radio"/> No | NA |
| 70 | Network electric vehicle charging hardware | <input checked="" type="radio"/> Yes <input type="radio"/> No | Various level 2 smart charging stations for employee, general public, and fleet operations ranging from 30-80 amps. Various levels of network service agreements. |
| 71 | Services related to electric vehicle charging hardware (refer to RFP Section II. B. 1. b.) | <input checked="" type="radio"/> Yes <input type="radio"/> No | <p>SemaConnect offers warranties, training, and charging as a service options on all SemaConnect products at no additional cost</p> <p>Options for extended warranties cover SemaConnect products only and are listed in pricing documents.</p> |
| 72 | Site assessment, site preparation and materials, and installation services related to electric vehicle charging hardware | <input checked="" type="radio"/> Yes <input type="radio"/> No | SemaConnect ease of install model allows for total customer control of install giving them freedom of choice for install. In cases where the customer wishes to have SemaConnect provide cradle to grave services, we will offer this service as an "open market" item due to the high variability of cost based on scope. We have a nationwide network of EC to assist in US and Canada. All quotes will be generated based on "on site" evaluation, customer need, current state evaluation, and future planning. |
| 73 | Network service provider or operator | <input checked="" type="radio"/> Yes <input type="radio"/> No | <p>SemaConnect operates its own Network service platform with full interoperability with multiple 3rd party networks (i.e Plugshare, Chargehub) We are fully OCPP compliant.</p> <p>SemaConnect prides itself for providing open network solutions developed, owned, and operated in house. 1st year network services are included in all new equipment purchases and available for purchase in sequential years as defined in our pricing document.</p> |
| 74 | Charge monitoring, reporting, or billing services | <input checked="" type="radio"/> Yes <input type="radio"/> No | SemaConnect will offer this service via our smart charging software and portal. A dedicated Account Manager will be assigned upon customer request. This service is inclusive of our offering and is available at no additional cost as part of the network service agreement. |
| 75 | Grid or power management solutions | <input checked="" type="radio"/> Yes <input type="radio"/> No | SemaConnect is capable of integrating grid requirements and Automated Demand Response (ADR) protocols. We also have software capabilities to reduce load when limited infrastructure is available. This is inclusive of our offering. |

Table 15: Industry Specific Questions

| Line Item | Question | Response * |
|-----------|--|--|
| 76 | Describe the process for installation of your products or services and explain the method of quotation, as applicable. | <p>SemaConnect is a key differentiator in the EVSE marketplace as it applies to installation. Our product does not require a certified technician or licensed installer to connect or commission charging station. This allows for the flexibility of the end user customer to determine the best method of installation, and the choice to utilize preferred contractor.</p> <p>SemaConnect prides itself on the simplest install industry wide. All devices come fully assembled and intact. The only necessary step to install a SemaConnect unit is to connect power assembly. All other commissioning, network services, and warranty are inclusive of our offering.</p> <p>In the case where the end user requires design, full installation, or electrical consultation. SemaConnect will provide services through our network of Electrical contractors as an open market item with a quote based on the site evaluation.</p> |
| 77 | If your proposal includes delivery of services by prequalified contractors, describe your method of prequalification. State how prequalified contractors will be identified or selected by Sourcewell Participating Entities in the event of contract award. | <p>SemaConnect prides itself on being an open easy to install platform that any licensed contractor can install. We do NOT require additional certification or pre-qualification for the installation of our product.</p> |
| 78 | Identify the data collected during the initial installation of your equipment, products, or services. Identify the data collected when your equipment, products, and services are accessed by an end-user. | <p>SemaConnect collects the following data points on initial installation:</p> <ul style="list-style-type: none"> -Device location -Power -cellular signal -unit operation <p>All subsequent data points that are managed and monitored are done via our SemaConnect smart charging network portal. Every customer has full administrative rights onto all data points and can limit accordingly if required. Data points that can be accessed are as follows by administrative customer platform:</p> <ul style="list-style-type: none"> - availability -charge cost models -uptime -usage -power draw -number of charging sessions <p>SemaConnect driver privacy is top priority. SemaConnect does NOT gather any sensitive user information. All transaction related data such as credit card, purchase card, plug share payment or stored and monitored by the merchant. These transactions are all PCI compliant and SemaConnect gathers no data from this. Any information gathered from a user if not given express permission beforehand. SemaConnect has never had an information security breach, either internally or externally, of our customer or end user base of products and services to the best of our knowledge.</p> |
| 79 | Identify the storage location for all data collected in the use of your equipment, products, or services. Describe applicable data security measures and identify any services performed outside the US or Canada, as applicable. | <p>All network data is stored in a cloud based environment via Amazon Web Services (AWS). AWS is a leading provider of FedRamp certified cloud services that provide total NIST, Common Criteria , compliance. All data is stored is geographically disperse data centers owned and operated by AWS in Virginia. SemaConnect does not house any privacy sensitive data in house. All revenue generated activity from credit card transactions are protected by merchant processors programs and PCI compliant. SemaConnect prides itself on being able to provide top level service and performance without needing to collect sensitive data directly.All top level security protection for all our app and station charge session transactions are PCI compliant and protected by merchant processors.</p> <p>Customer Service related issues outside of normal business hours are performed by our India based customer service team.</p> |

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - Financial Data.pdf - Thursday April 22, 2021 13:15:39
 - [Marketing Plan/Samples](#) - Marketing Samples.zip - Wednesday April 21, 2021 14:33:20
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - SemaConnect Product Warranty.pdf - Sunday April 18, 2021 20:12:06
 - [Pricing](#) - Sourcewell Pricing doc (v2).pdf - Thursday April 22, 2021 11:57:22
 - [Upload Additional Document](#) - Sourcewell Other Doc zip.pdf - Wednesday April 21, 2021 17:53:52

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jim Nemece, Director of Government Programs, SemaConnect

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

Yes No

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

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

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|--|-------|
| Addendum_8_EV_Supply_Eqpt_RFP_042221 Thu April 15 2021 05:17 PM | <input checked="" type="checkbox"/> | 2 |
| Addendum_7_EV_Supply_Eqpt_RFP_042221 Tue April 13 2021 06:10 PM | <input checked="" type="checkbox"/> | 3 |
| Addendum_6_EV_Supply_Eqpt_RFP_042221 Mon April 12 2021 06:28 PM | <input checked="" type="checkbox"/> | 2 |
| Addendum_5_EV_Supply_Eqpt_RFP_042221 Tue April 6 2021 08:27 AM | <input checked="" type="checkbox"/> | 1 |
| Addendum_4_EV_Supply_Eqpt_RFP_042221 Thu April 1 2021 05:07 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_3_EV_Supply_Eqpt_RFP_042221 Fri March 26 2021 09:24 AM | <input checked="" type="checkbox"/> | 1 |
| Addendum_2_EV_Supply_Eqpt_RFP_042221 Mon March 15 2021 06:38 PM | <input checked="" type="checkbox"/> | 2 |
| Addendum_1_EV_Supply_Eqpt_RFP_042221 Thu March 11 2021 05:32 PM | <input checked="" type="checkbox"/> | 1 |



COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #042221
Entitled

Electric Vehicle Supply Equipment and Related Services

The following advertisement was placed March 4, 2021 in *USA Today*, in South Carolina's *The State*, in *The Oklahoman* and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>, Biddingo, Merx, The New York State Contract Reporter www.nyscr.ny.gov, PublicPurchase.com, and March 5, 2021 in Oregon's *Daily Journal of Commerce*:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Electric Vehicle Supply Equipment and Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 22, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

| | |
|-----------------------|-------------------------------|
| 647514 Ont. Inc. | Kohler Power Systems |
| ABB | Konnectronix, Inc. |
| ABB Canada | LeadingAhead Energy |
| Aescit Corp | Lightning Systems |
| Altro | Lightspec |
| Ample, Inc. | LilyPad EV, LLC |
| AMPLIFY Power, Inc. | Lion Buses, Inc. |
| Andromeda Power, LLC | Livingston Energy Group, LLC |
| APS FireCo | Miner, Ltd. |
| Battery Systems, Inc. | Momentum Dynamics Corporation |
| BEAM Global | Moser Services Group, LLC |
| Bergstrom, Inc. | MSC INDUSTRIAL SUPPLY |
| Blink Network, LLC | NAD Grid Corporation |
| ChargeLab, Inc. | National Car Charging, LLC |

| | |
|--|---|
| ChargePoint, Inc. | Nexgen Municipal, Inc. |
| ChargerCrew Canada | North Coast Electric |
| CLEAResult Consulting, Inc. | NovaCHARGE, LLC |
| ClipperCreek, Inc. | Nuvve Holding Corporations |
| Continental Mine and Industrial Supply, Ltd. | Oakcreek Golf & Turf |
| Deerland Equipment | Oasis Charger |
| Department of General of Services | Opconnect, Inc. |
| Diversified Power, Inc. | PACCAR Parts (PACCAR, Inc.) |
| Domino Highvoltage Supply Inc. | Pacific Lighting Mgt, Inc. |
| Don Brown Bus Sales, Inc. | Pacifico Ford, Inc. |
| EASY Charge, Inc. | Paired Power, Inc. |
| Electrada, LLC | Parts Authority, LLC |
| Electrify America, LLC | PCS Energy |
| Electriphi, Inc. | Peterbilt Motors Company |
| Enel X North America, Inc. | Pine Shore Energy, LLC |
| Energetics | PlugIn Stations Online, LLC |
| Envision Solar International, Inc. | Precise ParkLink, Inc. |
| EV Connect, Inc. | Proterra, Inc. |
| EVBox Group | Proventus Global, Inc. |
| EvGateway | Rentokil North America |
| EVgo Services LLC | Revitalize Charging Solutions, Inc. |
| EVOCHARGE - Phillips and Temro Industries | Rivian, LLC |
| EVSE, LLC | Rowan University |
| EVunited | SemaConnect |
| Faith Technologies | Siemens Industry, Inc. |
| FLO Services USA, Inc. | Sled Consulting, LLC |
| FreeWire Technologies | State of Maine DAFS-Central Fleet Mgmt |
| Gilbarco, Inc. | The Mobility House, LLC |
| Greenspot | Trapeze Software Group, Inc. |
| HELIOX TECHNOLOGY, INC. | Verdek, LLC |
| In-Charge Energy, Inc. | VIRICITI, LLC |
| iSun Energy, LLC | Webasto Charging Systems |
| Jacobsen | Wireless Advanced Vehicle Electrification, Inc. |
| JF Acquisition, LLC | Xos |
| JF PETROLEUM GROUP | Zeco Systems, Inc. |
| Jobbers Equipment Warehouse, Inc. | ZEF Energy |

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on April 22, 2021, at 4:35:09 pm CT. Proposals were received from the following:

ABB
Ample, Inc.
AMPLY Power, Inc.
Andromeda Power, LLC

Blink Network, LLC
ChargeLab, Inc.
ChargePoint, Inc.
ClipperCreek, Inc.
Electrada, LLC
Electriphi, Inc.
Enel X North America, Inc.
Envision Solar International, Inc.
EV Connect, Inc.
EVBox Group
EvGateway
EVgo Services LLC
EVOCHARGE - Phillips and Temro Industries
EVSE, LLC
Faith Technologies
FLO Services USA, Inc.
FreeWire Technologies
Gilbarco, Inc.
HELIOX TECHNOLOGY, INC.
In-Charge Energy, Inc.
iSun Energy, LLC
JF PETROLEUM GROUP
Konnectronix, Inc.
LilyPad EV, LLC
Lion Buses, Inc.
Livingston Energy Group, LLC
Moser Services Group, LLC
NAD Grid Corporation
National Car Charging, LLC
NovaCHARGE, LLC
Nuvve Holding Corporations
Opconnect, Inc.
Pacific Lighting Mgt, Inc.
PCS Energy
Pine Shore Energy, LLC
PlugIn Stations Online, LLC
Rivian, LLC
SemaConnect
Siemens Industry, Inc.
The Mobility House, LLC
Verdek, LLC
VIRICITI, LLC
Wireless Advanced Vehicle Electrification, Inc.
Zeco Systems, Inc.
ZEF Energy

Proposals were reviewed by the Proposal Evaluation Committee:

Greg Grunig, Procurement Lead Analyst
Michael Munoz, CPPB, Procurement Analyst
Carol Jackson, Procurement Analyst
Stephanie Haataja, CPIM, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that all proposal responses met the scope and mandatory submittal requirements and were evaluated.

Blink Network, LLC, offers Level 2 and DCFC chargers along with a broad range of related services. They have a direct sales structure and a reseller network to serve participating entities across the United States. Blink Network offers Sourcewell participating entities a solid discount off MSRP for networked chargers with volume discounts available.

ChargePoint, Inc., and their group of value-added resellers, offer Sourcewell participating entities a turnkey EVSE solution utilizing networked DCFC and Level 2 chargers. Their installer network, technical support team, and operations and maintenance partners are available to respond to service needs in the US and Canada. Chargepoint offers a competitive discount to Sourcewell participating entities.

EV Connect, Inc., provides an open standards-based software platform and sales of a variety of equipment manufacturer Level 2 and Level 3 networked charging solutions. They have demonstrated experience with deployed systems in both Canada and the United States. EVConnect offers significant discounts from list pricing on both hardware and software.

EVBox Group offers a line of AC and DC EV charging hardware, a variety of service options, and access to five alternatives in charging management software provider. They also have an available vendor partner offering a "ready-to-operate" program for a turnkey solution priced on either a time and materials or fixed fee basis. EVBox is offering a range of discounts from MSRP to Sourcewell participating entities in the US and Canada.

FLO Services USA, Inc., presents a range of networked and non-networked Level 2 and DCFC chargers, network services, maintenance support, and warranty service through their expansive distribution network across the United States and Canada. Their service contracts allow Sourcewell participating entities to streamline preventative and corrective maintenance planning. FLO Services offer sizable MSRP discounts (both USD and CAD) and a range of volume discounts to participating entities.

FreeWire Technologies manufactures and distributes direct current fast chargers (DCFC) with integrated battery storage technology. The battery technology offers an alternative for rural installations and addresses potential power grid constraints or grid outage situations. FreeWire has a blended model of direct and dealer network sales and service coverage for Sourcewell participating entities across the United States and Canada. They offer a discounted MSRP pricing to Sourcewell entities.

Livingston Energy Group, LLC, provides networked and non-networked Level 2 Charging stations for Sourcewell participating entities in Canada and the United States. In addition to hardware, Livingston offers a variety of subscription services, installation, and warranty service. Livingston offers sizable discounts from list pricing.

Nuvve Holding Corporation manufactures hardware and software for Level 2 and DCFC charging systems. Their solutions and related services are available through a mix of direct sale, dealer, distributor and reseller channels

covering the United States and Canada. Nuvve's vehicle-to-grid system allows owners to earn revenue and offset costs by providing energy to the grid. They offer a competitive pricing discount from MSRP with volume discounts also available.

SemaConnect presents a range of Level 2 chargers, with all devices arriving fully assembled and intact allowing for flexibility in installation alternatives. Their organic sales team, along with independent service contractors, can serve Sourcewell participating entities across the United States and Canada. SemaConnect offers extended warranties of up to 5 years and a solid pricing discount.


Siemens Industry, Inc., manufactures EV charging hardware and is the developer of monitoring and control software platforms. Their solutions are delivered through 98 sales offices in the United States and Canada. Siemens offers Level 2, Level 3, Fleet and Transit chargers along with ancillary services. Service contracts and warranty service are available through their network of companies. Siemens offers a range of significant discounts from list pricing to Sourcewell participating entities.

Wireless Advanced Vehicle Electrification, Inc., provides networked and non-networked charging systems and full service solutions, including installation, warranty service, and networking, for medium and heavy-duty vehicles. Their wireless inductive charging systems result in extended ranges and duty cycles for fleet vehicles. They offer a competitive pricing discounts to Sourcewell participating entities along with options for extended service contracts.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #042221 to:

| | |
|--|-------------|
| Blink Charging Co. | #042221-BLK |
| EV Connect, Inc. | #042221-EVC |
| EvBox North America Inc. | #042221-EVB |
| Chargepoint, Inc. | #042221-CPI |
| FLO Charging Solutions USA, Inc. | #042221-FLO |
| FreeWire Technologies | #042221-FRE |
| Livingston Energy Group, LLC | #042221-LIV |
| Nuvve Holding Corp. | #042221-NUV |
| SemaConnect | #042221-SEM |
| Siemens Industry, Inc. | #042221-SIE |
| Wireless Advanced Vehicle Electrification, LLC | #042221-WVE |

The preceding recommendations were approved on July 13, 2021.

DocuSigned by:

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Greg Grunig, Procurement Lead Analyst



RFP #042221
REQUEST FOR PROPOSALS
for
Electric Vehicle Supply Equipment and Related Services

Proposal Due Date: April 22, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Electric Vehicle Supply Equipment and Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 22, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

| | |
|---------------------------------|--|
| Public Notice of RFP Published: | March 4, 2021 |
| Pre-proposal Conference: | April 1, 2021, 10:00 a.m., Central Time |
| Question Submission Deadline: | April 15, 2021, 4:30 p.m., Central Time |
| Proposal Due Date: | April 22, 2021, 4:30 p.m., Central Time Late responses will not be considered. |
| Opening: | April 22, 2021, 6:30 p.m., Central Time ** |

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative contracting provides participating entities and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Calgary, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), Association of Manitoba Municipalities (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince Edward Island Municipalities (FPEIM).

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country's listing): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Electric Vehicle Supply Equipment and Related Services, principally for commercial, fleet, government, and educational institution applications, including:

- a. All forms of network and non-network electric vehicle charging hardware and related infrastructure, including charging stations and battery swapping solutions;
- b. Services related to the offering of electric vehicle charging hardware, including maintenance, repair, parts and supplies, site leasing solutions, charging services, warranties, and training;
- c. Site assessment, site preparation and materials, and installation services related to electric vehicle charging hardware; and,
- d. Electric vehicle supply network service providers and operators, charge monitoring and reporting services, billing services, grid and power management solutions, and related software or technology.

2. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

- a. Electrical Energy Power Generation with Related Parts, Supplies, and Services (RFP #120617);
- b. Fleet Management Services (RFP #060618);
- c. Fleet Payment Solutions with Related Services (RFP #080620); and,
- d. Fleet Management Technologies with Related Software Solutions (RFP #020221).

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

A Proposer may elect to offer a materials-only solution, a turn-key solution, or an alternative solution. Generally, a turn-key solution is most desirable to Sourcewell and its Participating Entities, however, it is not mandatory or required.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$10 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S. and Canadian dollars (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the Proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's Proposal. Exceptions must:

1. Clearly identify the affected article and section, and
2. Clearly note what language is requested to be modified.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded vendor for signature.

If a Proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The

purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its Proposal (and up to the Proposal due date). If the Proposer's Proposal status has changed to INCOMPLETE, the Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a Proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
 - A Proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

| | |
|---|-------------|
| Conformance to RFP Requirements | 50 |
| Financial Viability and Marketplace Success | 75 |
| Ability to Sell and Deliver Service | 100 |
| Marketing Plan | 50 |
| Value Added Attributes | 75 |
| Warranty | 50 |
| Depth and Breadth of Offered Equipment, Products, or Services | 200 |
| Pricing | 400 |
| TOTAL POINTS | 1000 |

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000, except where prohibited by law or treaty.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;

Sourcewell

Page 6 of 6

DocuSigned by:

Brandon Town

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Brandon Town, CPSM, CPD, Procurement Analyst

DocuSigned by:

Craig West

7F41572C858B4BA...

Craig West, Procurement Analyst

DocuSigned by:

Steff Haataja

755BA3F379B5409...

Stephanie Haataja, CPIM, Procurement Analyst

STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #042221** for **Electric Vehicle Supply Equipment and Related Services**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

DocuSigned by:

Jeremy Schwartz

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Jeremy Schwartz, CSSBB, CPPO
Chief Procurement Officer

- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a Proposal;
- Disqualify any Proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any Proposer; and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more Proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the Proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law.

Sourcewell will not consider the prices submitted by the Proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.



3/11/2021

Addendum No. 1

Solicitation Number: RFP 042221

Solicitation Name: Electric Vehicle Supply Equipment and Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Are illustrations/diagrams accepted when responding within the portal?

Answer 1:

Document uploads are allowed in Step 2 of the proposal preparation process. Refer to the instructions at the top of the page in Step 2 for additional guidance. PDF format is preferred, but Word, and Excel, or other compatible formats may be provided.

End of Addendum

Acknowledgement of this Addendum to RFP 042221 posted to the Sourcewell Procurement Portal on 3/11/2021, is required at the time of proposal submittal.



3/15/2021

Addendum No. 2

Solicitation Number: RFP 042221

Solicitation Name: Electric Vehicle Supply Equipment and Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

If included with a proposal for a turnkey solution, can pricing and options for electric vehicles, such as electric passenger shuttles or utility vehicles be submitted for this RFP? If not, is there a separate RFP that Sourcewell expects to release that will include the request for such vehicles in its scope of work?

Answer 1:

Vehicles are outside of the requested equipment, products, and services for this solicitation and will be deemed non-responsive. Future Sourcewell cooperative contracting opportunities will be posted to the Sourcewell Procurement Portal at the time of release.

Question 2:

Because charger prices fluctuate due to the cost of components and materials, can the pricing only indicate the range of percentage discounts?

Answer 2:

It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 3:

Do we have to submit a copy of the reseller agreements, or do we have to submit LOI's from our partners confirming we have a reseller agreement in place, or can we just

indicate that we have a reseller agreement in place?

Answer 3:

Refer to RFP Section II. B., "If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract." It is left to the discretion of each proposer to determine the information or documentation necessary to best demonstrate their ability to serve Sourcewell Participating Entities and satisfy all the requirements included in the questionnaire tables. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 042221 posted to the Sourcewell Procurement Portal on 3/15/2021, is required at the time of proposal submittal.



3/26/2021

Addendum No. 3

Solicitation Number: RFP 042221

Solicitation Name: Electric Vehicle Supply Equipment and Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

For Pricing in the scoring formulation, can you be more specific about how this is determined? Is it compared to the competition?

Answer 1:

Proposal evaluation will be based on scoring criteria identified in the RFP, the expectations and requirements of the individual scoring attribute (e.g., Pricing) as described in the RFP, and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal). A proposal is not scored by direct comparison to the other proposals. Refer also to the Frequently Asked Questions guide that has been posted to the Bids Homepage of the Sourcewell Procurement Portal.

End of Addendum

Acknowledgement of this Addendum to RFP 042221 posted to the Sourcewell Procurement Portal on 3/26/2021, is required at the time of proposal submittal.



4/1/2021

Addendum No. 4

Solicitation Number: RFP 042221

Solicitation Name: Electric Vehicle Supply Equipment and Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Will Sourcewell consider awarding contracts to more than one vendor that sells charging equipment from the same manufacturer?

Answer 1:

Sourcewell evaluation and award determinations will be made in accordance with RFP Sections VI. A. and B.

Question 2:

Is there a requirement to maintain prices for the life of contract?

Answer 2:

Refer to Sourcewell template contract Section 4 – Product and Pricing Change Requests, for a description of the process to request a change in contract pricing during the term.

End of Addendum

Acknowledgement of this Addendum to RFP 042221 posted to the Sourcewell Procurement Portal on 4/1/2021, is required at the time of proposal submittal.



4/6/2021

Addendum No. 5

Solicitation Number: RFP 042221

Solicitation Name: Electric Vehicle Supply Equipment and Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Section 21 of the Sourcewell template contract refers to Buy American provisions and other federal terms in 2 CFR §200, but not a reference to federal DOT or FTA grant funding specifically. Can participating entities use DOT or FTA funds for purchases? Or must they use their own funds?

Answer 1:

Funding determinations will be made by a participating entity contemporaneously with the transaction with an awarded vendor. Template contract Section 21 will apply when a participating entity accesses an awarded contract with US federal funds. Participating entities may have additional requirements based on specific funding source terms and conditions.

To request a modification to the template contract, a Proposer may complete and submit the Exceptions to Terms, Conditions, or Specifications Form, which is found as the final Table of Step 1 in the proposal submission process.

Question 2:

Does a vendor with an existing Sourcewell contract for EV supply equipment need to go through the RFP process again? If the vendor does not submit, does the existing contract continue?

Answer 2:

Each Sourcewell solicitation results in one or more new contract awards that are

separate and distinct from any previous solicitation. The result of this solicitation has no impact on the scheduled expiration date of an existing contract.

End of Addendum

Acknowledgement of this Addendum to RFP 042221 posted to the Sourcewell Procurement Portal on 4/6/2021, is required at the time of proposal submittal.



4/12/2021

Addendum No. 6

Solicitation Number: RFP 042221

Solicitation Name: Electric Vehicle Supply Equipment and Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

What information submitted by proposers will be made public?

Answer 1:

Refer to RFP Section VI. E. – Disposition of Proposals, for details on Sourcewell's disposition of materials submitted in response to the RFP.

Question 2:

Regarding the administration fee paid to Sourcewell for its services, what is the average fee?

Answer 2:

The median administrative fee varies by contract award category. Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

Question 3:

Regarding Table 14, question #58, what does Sourcewell mean by sourced or open market items?

Answer 3:

Generally, a sourced or open market item is a product or service that a participating

entity is seeking to purchase under the contract, but that is not among the awarded vendor's offerings. It is typically deemed incidental to the balance of the transaction.

End of Addendum

Acknowledgement of this Addendum to RFP 042221 posted to the Sourcewell Procurement Portal on 4/12/2021, is required at the time of proposal submittal.



4/13/2021

Addendum No. 7

Solicitation Number: RFP 042221

Solicitation Name: Electric Vehicle Supply Equipment and Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can a multi-national proposer submit the same pricing for US and Canada, indexed to the spot price of the exchange rate, while offering different terms and conditions to better suit each geographical region?

Answer 1:

It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. In addition, each proposer will complete the tables in Step 1, describing their sales or distribution methods and their ability to serve Sourcewell participating entities in the United States, Canada, or both. Proposals are evaluated based on the criteria stated in the RFP.

Question 2:

Global shipping is impacted currently and is having effects domestically, can we update lead times throughout the duration of the contract?

Answer 2:

Refer generally to Sourcewell contract template Section 4 - Product and Pricing Change Requests, for guidance on requests for modifications related to products or services during the term of an awarded contract.

Question 3:

In Table 2, Question #14, is Sourcewell asking what technical licenses are required for installing hardware (e.g., licensed electrician) or what licensure is required to generally do business (e.g., state business registration, general contracting license, etc.)?

Answer 3:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information necessary to best demonstrate their ability to serve Sourcewell participating entities. The solicitation is a competitive process and proposals are evaluated on the content submitted.

Question 4:

Regarding template contract Section 21: Provisions for Non-United States Federal Entity Procurements Under United States Federal Awards or Other Awards, are vendors expected to meet the requirements for all Participating Entities, or are the requirements particularly for any federally funded purchases?

Answer 4:

Refer to Addendum 5, Question and Answer 1.

Question 5:

Is it acceptable for vendors to submit a summary of objections to the Sourcewell template contract?

Answer 5:

Refer to RFP Section IV – Contract for guidance on completing the Exceptions to Terms, Conditions, or Specifications Table.

Question 6:

On the Sourcewell website, the pages for some previously awarded contracts display the percentage discount from Catalog Price, but not the Catalog Price itself. Why is that?

Answer 6:

The content of an awarded vendor's contract page on the Sourcewell website is developed in consultation with the Sourcewell Supplier Development and Marketing teams post-award. A variety of factors are considered.

Question 7:

If a proposer submits both the Catalog Price and the percentage discount from Catalog price when submitting their proposal, will both the Catalog Price and the discount be publicly available?

Answer 7:

Refer to Answer 6 above. Also, each proposer in their discretion will determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 8:

If the respondent is providing a turn-key solution proposal, with zero capital costs to participating entities or prior partners, how should sales volume be described in Table 5?

Answer 8:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information necessary to best demonstrate their past marketplace success and their ability to serve Sourcewell participating entities. The solicitation is a competitive process and proposals are evaluated on the content submitted.

End of Addendum

Acknowledgement of this Addendum to RFP 042221 posted to the Sourcewell Procurement Portal on 4/13/2021, is required at the time of proposal submittal.



4/15/2021

Addendum No. 8

Solicitation Number: RFP 042221

Solicitation Name: Electric Vehicle Supply Equipment and Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Will the evaluation committee be able to open relevant hyperlinks if submitted with the responses?

Answer 1:

Refer to RFP Section V. D. – Proposal Submission, “Proposer’s complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell.”

Question 2:

In an excel format, we have a series of hyperlinks that are labeled to product marketing material. Will the evaluation committee be able access and use links in that format as part of the evaluation?

Answer 2:

Refer to Answer 1 above.

Question 3:

We understand that Sourcewell’s participating entities are across the United States and Canada. Do vendor’s that only currently operate in the United States qualify as eligible to submit a proposal to this RFP?

Answer 3:

A proposer is not required to cover every geographic region to be considered for an award. Each proposal is evaluated based on the criteria stated in the RFP.

Question 4:

Section III, A, 1, b (Pricing) of the RFP states that proposers will be responsible for maintaining current published MSRP with Sourcewell. Will the MSRP be available to the general public?

Answer 4:

Refer to RFP Section VI. E. – Disposition of Proposals, for additional details on the treatment of materials submitted in response to the RFP.

Question 5:

Section VI, E of the RFP states that Sourcewell will not consider the prices submitted by the Proposer to be confidential, proprietary, or trade secret materials. Is there a way to submit MSRP pricing without having to fully disclose MSRP pricing to the general public and instead disclose only to Sourcewell and Sourcewell participating entities?

Answer 5:

Refer to Answer 4 above.

Question 6:

Regarding Question 13 from the online portal, can you please define ‘service provider’? Trying to get clarity on how this section will be used to label the solutions we provide.

Answer 6:

The Questionnaire Tables afford each Proposer with the opportunity to provide narrative content that it determines, in its discretion, will best reflect the solutions it provides. Question 13 is not intended as a means for Sourcewell to label a Proposer’s solutions.

End of Addendum

Acknowledgement of this Addendum to RFP 042221 posted to the Sourcewell Procurement Portal on 4/15/2021, is required at the time of proposal submittal.



The New York State Contract Reporter

This document printed
Thursday, 03/04/2021

*NYS' official source of contracting opportunities
Bringing business and government together*

Contracting Opportunity

*** This ad has not been published. It has been reviewed and pending publication. ***

Title: Electric Vehicle Supply Equipment and Related Services
Agency: Sourcewell
Division: Procurement Department
Contract Number: 042221
Contract Term: 4 years, with potential 1 year extension
Date of Issue: 03/05/2021
Due Date/Time: 04/22/2021 4:30 PM
Central Time
County(ies): All NYS counties
Classification: Vehicles & Equipment - *Commodities*
Opportunity Type: General
Entered By: Chris Robinson
Description: Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Electric Vehicle Supply Equipment and Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 22, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.
Service-Disabled Veteran-Owned Set Aside: No

Contact Information

Primary contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, NY 56479
United States
Ph: 218-895-4168
rfp@sourcewell-mn.gov

Submit to contact: Sourcewell
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rfp@sourcewell-mn.gov

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AFFIDAVIT OF PUBLICATION

DJC



11 NE Martin Luther King Jr. Blvd. Suite 201 / Portland, OR 97232-3579
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Nick Bjork**, being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED

Electric Vehicle Supply Equipment and Related Services

Sourcewell; Bid Location Staples, MN, Todd County; Due 04/22/2021 at 04:30 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

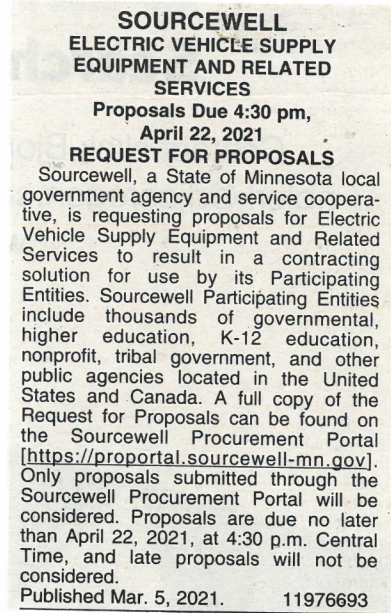
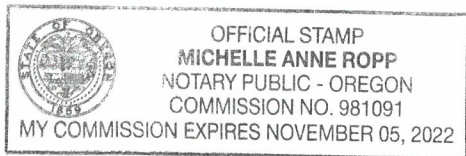
3/5/2021

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **5th** DAY OF **March, 2021**

Nick Bjork

Notary Public-State of Oregon



Brandon Town
Sourcewell
202 12th St NE
Staples, MN 56479-2438

Order No.: 11976693
Client Reference No:

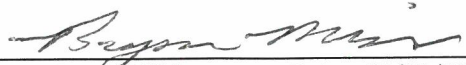
STATE OF OKLAHOMA, } ss.
COUNTY OF OKLAHOMA

Affidavit of Publication

Bryan Miller, of lawful age, being first duly sworn, upon oath deposes and says that she/he is the Classified Legal Notice Admin, of GateHouse Media Oklahoma Holdings, Inc, a corporation, which is the publisher of The Oklahoman which is a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; that said newspaper has been continuously and uninterruptedly published in said county and state for a period of more than one hundred and four consecutive weeks next prior to the first publication of the notice attached hereto, and that said notice was published in the following issues of said newspaper, namely:

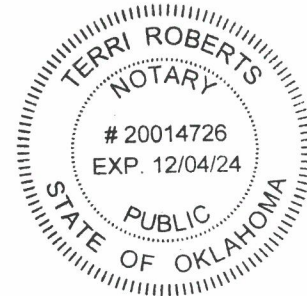
**SOURCEWELL
103734**

| <u>AdNumber</u> | <u>Publication</u> | <u>Page</u> | <u>Date</u> |
|-----------------|--------------------|-------------|-------------|
| 0000628548-01 | OC- The Oklahoman | B11 | 03/04/2021 |
| 0000628548-01 | OC- The Oklahoman | B12 | 03/11/2021 |


Agent: Bryan Miller Date: 03/12/2021

Subscribed and sworn to be me before this date : 03/12/2021


Notary: Terri Roberts Date: 03/12/2021



Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for **Electric Vehicle Supply Equipment and Related Services** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 22, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

OC-0000628548-01



Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald – Rock Hill
Herald Sun – Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star

Miami Herald/el Nuevo Herald
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star Telegram
The State - Columbia

Sun Herald – Biloxi
Sun News – Myrtle Beach
The News Tribune – Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

| Account # | Order Number | Identification | Order PO | Amount | Cols | Depth |
|-----------|--------------|-----------------------------|----------|----------|------|-------|
| 34474 | 6937 | Print Legal Ad - IPL0012698 | | \$132.13 | 1 | 1.85 |

Attention: Carol Jackson

SOURCEWELL
PO BOX 219
STAPLES, MN 56479

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Electric Vehicle Supply Equipment and Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governments, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://portal.sourcewell-mn.gov>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 22, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.
IPL0012698
Mar 4 2021

State of South Carolina

County of Richland

I, Tara Pennington, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

No. of Insertions: 1

Beginning Issue of: 03/02/2021

Ending Issue of: 03/16/2021

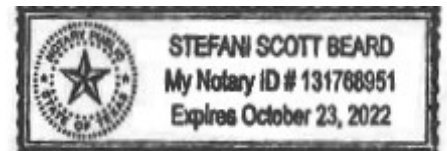
Tara Pennington

Tara Pennington

Sworn to and subscribed before me this 24th day of March in the year of 2021

Stefani Beard

Notary Public in and for the state of Texas, residing in Dallas County



Errors - the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion.

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

USA AND MAIN

Preparation helped Lotus of Siam blossom in pandemic

Ed Komenda

Reno Gazette Journal
USA TODAY NETWORK

LAS VEGAS – Long before COVID-19 shut everything down, Lotus of Siam co-owner Penny Chutima ordered bulk supplies of masks and gloves.

It was January. Coronavirus news was still overseas. Friends thought she was crazy.

“Like one of those conspiracy theorist people,” she said. “They were like, ‘No. Not in America. Nobody in the States will ever shut down.’ So when March came around the corner – boom.”

Lotus of Siam is a Thai restaurant known for its vast menu of north country specialties. What does that mean? This is not a place to get pad thai.

This is the place you visit for a Thai meal you’ve never heard of. Noted dishes include the sa-tay prawns (in any style they serve), stuffed chicken wings and Thai jerky.

Jonathan Gold, a Pulitzer Prize-winning food writer, called Lotus of Siam the best Thai restaurant in the country. “It was the best Thai meal I had ever eaten,” he wrote. “I went back for the next four or five meals in a row, and I almost cried when I had to get on a plane back to New York.”

Taking a bite on his show “Parts Unknown,” chef and writer Anthony Bourdain had this to say: “That’s perfection, man.”

With two locations in Las Vegas, Lotus of Siam has a reputation restaurants envy. COVID-19 threatened to take it all away.

Before the pandemic, the restaurant employed 110 people. Today, that number is about 70. Social distancing, table limits and caution are a way of life for the family that’s operated the restaurant since 1999, when Chutima’s mother – the storied Chef Saipin – took over. In the middle of their toughest year, Chutima’s life changed. She had a baby.

A year after the pandemic collapsed Las Vegas tourism, Lotus of Siam is back to operating both restaurants. The USA TODAY Network talked with Chutima about how they did it and where the restaurant is going from here.

Why she started preparing for the pandemic so early

“My mom was watching the news from Thailand. I had a lot of friends in China on WeChat posting into our feed. A bunch of doctors reported this was something that has no cure.

“They said it was kind of like a pneumonia but worse.”

How Lotus of Siam prepared

“We did our research first, and then my mom told me to order a lot of the masks, because in Thailand they wore masks. We ordered masks. We ordered a bunch of gloves.

“At that time, my mom bought a lot of food items in bulk – coconut milk and



Lotus of Siam in Las Vegas boasts an expansive menu of Thai specialties. ED KOMENDA/USA TODAY NETWORK



Virus threatened Lotus of Siam’s reputation. ED KOMENDA/USA TODAY NETWORK

especially rice, because we knew that if anything was to happen, China would close.

“So we ordered a lot of the rice, Thai teas, Thai coffees. A lot of main necessities we ordered in huge bulk.”

On the close-knit family atmosphere at Lotus of Siam

“We have people who have been with us since the beginning. There are people I consider like my cousins, because they’ve been with us 18-19 years. Some of them have master’s degrees. But they’ve all been working for us, and it doesn’t look like they want to leave any time soon. I was there when I was like 12. My sister was about 5 or 6 years old. These people watched us grow, and they brought in their kids, and now we’re watching them grow.”

Whether she notices people feeling more confident about dining out

“The vaccine gives people some sort of confidence that things might get back to normal, but I don’t see things changing with protocol. With new strains being present, sanitation is going to be more strict. Everything that I’ve done so far is probably going to be staying.”

What keeps her positive and moving forward

“That thing (she looks at her daughter). She’s about to be 6 months old. Everybody’s always like, ‘How can you take this restaurant thing so easily and smoothly?’ I feel like I’ve been through every stress in the book – owning a restaurant, helping to manage it, making sure it’s up to my mother’s standards



Penny Chutima expects variants mean stricter measures. ERIC GLADSTONE

and at the same time have a 6-month-old. I can handle it now.”

What she’ll tell her daughter when she’s older

“You were born during a pandemic, and we had to be inside (laughs).”

Whether she hopes Las Vegas will see a return to some kind of normal

“I’m a realistic person. Many people will see me as a pessimistic person. But I do see Las Vegas is hopeful. We all just need to work together. It’s not just small businesses and restaurants anymore. Our government officials have to hear us out, too.”

MARKETPLACE TODAY

To view more Classified listings, visit: classifieds.usatoday.com

For advertising information: 1.800.397.0070 www.russelljohns.com/usat

| NOTICES | PUBLIC NOTICE | BUSINESS | MARKETPLACE |
|---|---|---|--|
| <p>PUBLIC NOTICE</p> <p>Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Electric Vehicle Supply Equipment and Related Services to result in a contracting solution for use by its Participating Entities.</p> <p>Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.</p> <p>A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal https://portal.sourcewell-mn.gov.</p> <p>Only proposals submitted through the Sourcewell Procurement Portal will be considered.</p> <p>Proposals are due no later than April 22, 2021, at 4:30pm Central Time, and late proposals will not be considered.</p> | <p>PUBLIC NOTICE</p> <p>The University of California, Office of the President is requesting proposals from qualified and experienced firms to provide</p> <p>UC System-wide Fitness Equipment (RFP No. 002295).</p> <p>In order to be considered, the Supplier must complete and submit a proposal to University of California, Office of the President in accordance with the solicitation documentation available at http://www.universityofcalifornia.edu/</p> <p>SUPPLIER’S CALL: Thursday, March 18, 2021. See RFP for more details.</p> <p>PROPOSAL DUE DATE: April 15, 2021 BEFORE 5 pm local time.</p> <p>CONTACT: Sean Parker, Acting Associate Director – Facilities, Maintenance & Capital Programs, 805-451-1545 or Sean.Parker@ucop.edu.</p> | <p>FINANCIAL SERVICES</p> <p>\$200K IN UNSECURED CREDIT</p> <p>No income or job verification, no collateral. Plus boost your FICO 200 points in 90 days. Free book reveals details, limited supply:</p> <p>www.creditsecretsfree.com</p> | <p>HEALTH/FITNESS</p> <p>ORDER ANY LAB TEST ONLINE</p> <p>Text OrderMyLabTests to 41242</p> |
| <p>PUBLIC NOTICE</p> <p>To place your Public Notice in our Marketplace section, call: 1-800-397-0070</p> | <p>The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:</p> <p>210301 Academic Curriculum and Instructional/Educational Goods, Materials, and Services</p> <p>210302 Music Instruments, Sheet Music and Repair Services</p> <p>210303 Telephone and Communications Data Systems and Solutions</p> <p>210304 MRO (Maintenance, Repair and Operations of Facilities and Grounds) Supplies, Equipment, Tool Rental, Sales and Services</p> <p>210305 Furniture, Furnishings, and Services</p> <p>Proposals are due and will be opened on April 16, 2021 at 3:00 pm local time.</p> <p>Call 866-839-8477 for problems with website or questions.</p> | <p>MARKETPLACE</p> <p>HEALTH/FITNESS</p> <p>ATTENTION</p> <p>If you’ve had Hernia Surgery and have experienced any COMPLICATIONS you may be entitled to SIGNIFICANT CASH COMPENSATION.</p> <p>CALL THE HERNIA MESH HELPLINE NOW AT 800-478-7176</p> <p>Visit us online at: usatoday.com</p> | <p>TRAVEL</p> <p>CAMPGROUNDS</p> <p>Celebrate 2021 at Boulder Creek Lodge Montana “The Happiest Place in Montana” It is time to plan your 2021 Summer Vacation Think Montana</p> <p>Boulder Creek Lodge in beautiful southwest Montana is located between two mountain ranges that make up the Northern Rocky Mountains. Located 11 miles north of Phillipsburg, Mt or midway between Glacier National Forest and Yellowstone. During your visit plan on fishing, sapphire mining, visiting ghost towns, and visiting a famous candy store. Destinations within a short drive of the resort: Phillipsburg, Butte, Deer Lodge, Anaconda, Missoula, and Helena, Montana. Resort features: Cabins, Clamping Tips and Conestoga Wagon, RV Park, restaurant and free strong wifi.</p> <p>Boulder Creek Lodge Montana Call 406-859-3190 www.bouldercreeklodgemontana.com</p> |


**Opportunity Notice
Electric Vehicle Supply Equipment and
Related Services**
Category: Services

Potential vendors (bidders)
may view the bid package
here.

[View Bid Package](#)

Opportunity Information

Organization: Saskatchewan
Organization Address:
Reference Number: RFP042221
Solicitation Number: RFP042221
Solicitation Type: Request for Proposal
Posting (MM/dd/yyyy): 03/05/2021
Closing (MM/dd/yyyy): 04/22/2021
Last Update (MM/dd/yyyy): 03/04/2021
Agreement Type: NWPTA and CFTA and CETA
Region of Opportunity:
Region of Delivery: Saskatchewan
Opportunity Type:
Commodity Codes:

Response Submission:
Response Contact:
Response Specifics:
Opportunity Description:

The competition detail and documents are currently available at <https://sasktenders.ca/Content/Public/Search.aspx?CompetitionNumber=RFP042221>

The Saskatchewan Association of Rural Municipalities (SARM) has established a purchasing relationship with Sourcewell, based in Staples Minnesota, through the Rural Municipalities of Alberta (RMA). The relationship is intended to provide access to selected Sourcewell openly competed for contracts, to RMA's represented associations, which include SARM and its members, the 296 rural municipalities of Saskatchewan. SARM's members are listed here: <http://sam.ca/about/members-map>

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for ELECTRIC VEHICLE SUPPLY EQUIPMENT AND RELATED SERVICES to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal <http://portal.sourcewell-mn.gov>.

This opportunity is subject to copyright. Please contact the originating Jurisdiction for more information.

Origin System URL:

<https://sasktenders.ca>

APC "Opportunity Notices" This notice is provided for information purposes only. Refer to the "Opportunity Documents" in the bid package for authoritative information.

All queries pertaining to the language, content or any missing or inaccurate information within this abstract must be sent to its originator of the abstract, as specified in the opportunity notice.

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Due to routine system maintenance, our team will be working on our site from Friday 03/05/2021 11:30PM EST to 03/06/2021 3:00AM EST. We apologize for any inconvenience this may cause you

[Go Back To Agency View] [Bid Board]

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Home Search Browse My Stuff Tools



Bid RFP #042221 - Electric Vehicle Supply Equipment and Related Services

| | |
|---|--|
| <p>Bid Type RFP</p> <p>Bid Number 042221</p> <p>Title Electric Vehicle Supply Equipment and Related Services</p> <p>Start Date Mar 4, 2021 9:11:40 AM CST</p> <p>End Date Apr 22, 2021 4:30:00 PM CDT</p> <p>Agency Sourcewell</p> <p>Bid Contact Chris Robinson (218) 895-4168 rfp@sourcewell-mn.gov 202 12th Street NE P.O. Box 219 Staples, MN 56479-0219</p> | <p>Questions 0 Questions [View/Ask Questions]</p> |
|---|--|

Description

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Electric Vehicle Supply Equipment and Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://portal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 22, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Pre-Bid Conference

| |
|---|
| <p>Date Apr 1, 2021 10:00:00 AM CDT</p> <p>Location Online Conference</p> <p>Notes Login information will be emailed two business days prior to the event.</p> |
|---|

Documents

No Documents for this bid





Bids Homepage (/Module/Tenders/en/Home/BidsHomepage) Find more bids
(<https://www.bidsandtenders.net>) Create Account (/Module/Tenders/en/Vendor/Create/42b90b89-9f67-483a-96e3-9b0490d01d40) Login (/Module/Tenders/en/Login/Index/42b90b89-9f67-483a-96e3-9b0490d01d40)

View Details

Click (<https://www.bidsandtenders.ca>)here (<https://portal.sourcewell-mn.gov/>) to return to the Sourcewell Procurement Portal home page.

Bid Details

Bid Classification: Goods
Bid Type: RFP - General
Bid Number: RFP 042221
Bid Name: Electric Vehicle Supply Equipment and Related Services
Bid Status: **Open**
Bid Closing Date: Thu Apr 22, 2021 4:30:00 PM (CDT)
Question Deadline: Thu Apr 15, 2021 4:30:00 PM (CDT)
Time-frame for delivery or the duration of the contract: Refer to project document
Negotiation Type: Refer to project document
Condition for Participation: Refer to project document
Electronic Auctions: Not Applicable
Language for Bid Submissions: English unless specified in the bid document
Submission Type: Online Submissions Only
Submission Address: Online Submissions Only
Public Opening: No

Description: Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Electric Vehicle Supply Equipment and Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov> (<https://proportal.sourcewell-mn.gov>)]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 22, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Bid Document Access: Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.

Categories: Show Categories [+]

[Submit a Question](#)

[Register for this Bid](#)

[Download Bid Documents](#)

Meeting Locations

The following are the meeting times and locations for the opportunity:

| Meeting Location | Description |
|--------------------------------|---|
| Online Pre-Proposal Conference | Login instructions will be posted to the "Documents" section and available to registered suppliers two business days prior to the web conference. |

Documents

File Name

RFP_042221_EV_Supply_Eqpt

Friday February 26, 2021 01:55 PM

RFP_042221_EV_Supply_Eqpt_Contract_Template

Friday February 26, 2021 01:56 PM

Addenda

No Addenda Available ...

OPEN

Electric Vehicle Supply Equipment and Related Services

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Electric Vehicle Supply Equipment and Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 22, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Important Dates

Pre-Proposal Conference:
April 1, 2021 at 10:00 am CDT

Proposals Due:
April 22, 2021 at 4:30 pm CDT

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

Sourcewell Procurement Portal 





Sourcewell for Vendors →

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Publish

- Bid Announcements
- Doc. Taker's List

Bidding Type 1 Bid Notice Only

Publish /Verify Contents Save as Template

Solicitation Setting

- ✓ Invite Bidders No
- ✓ Evaluate Response online No
- ✓ Internal Approval No
- ✓ Enable Collaboration with other Users No

Solicitation Details

Mandatory Information

| | | | |
|--------------------------|--|---------------------|------------------|
| Solicitation Type | RFP | Solicitation Number | 042221 |
| Solicitation Name | Electric Vehicle Supply Equipment and Related Services | Procurement Type | Goods , Services |
| Country & Province/State | Canada / Ontario | Published By | Sourcewell |
| Accept Questions | Not Applicable | | |

Internal Information (For Internal Use Only)

| | |
|--------------------------------|--|
| Procurement Title/Project Name | 042221 Electric Vehicle Supply Equipment |
|--------------------------------|--|

Advertisement

Basic Settings

| | | | |
|-------------------|-----------------------|-----------------------------------|------------------------|
| Solicitation Type | Open to all suppliers | Estimated Contract Amount | |
| Publish Date | 03/04/2021 | Closing Date & Time | 04/22/2021 16:30:00 CT |
| Publish Option | | Value Range for this Solicitation | 10,000,001 over |

Selected Categories

- Automotive/ Industrial**
- Automotive Services** Repairs and maintenance of automobiles , storage of autos, towing, trucking services,leasing, rentals, car washes/cleaning, stabilization system, wheel balancing, etc
- Tools/ Supplies/ Parts** Automotive/aircraft parts/tools/lifts, etc., machine shop tools, anti-freeze, parts, car wash drive through system, pick-up caps, hoists etc



Solicitation Overview



Electric Vehicle Supply Equipment and Related Services

042221

Closing Date: 04/22/2021 04:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Electric Vehicle Supply Equipment and Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 22, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.



042221 - Electric Vehicle Supply Equipment and Related Services (Published)

Notes

Actions

- Preview
- Amendment
- Bid Results
- Award
- Audit

- Notice
- Categories

[Print](#)

Basic Information

Estimated Contract Value (CAD) 10,000,000.00 (Not shown to suppliers)

Reference Number 0000194326

Issuing Organization Sourcewell

Solicitation Type RFP - Request for Proposal (Formal)

Solicitation Number 042221

Title Electric Vehicle Supply Equipment and Related Services

Source ID PP.CO.USA.868485.C88455

Dates

Publication Date 2021/03/04 10:54:32 AM EST

Question Acceptance Deadline 2021/04/15 05:30:00 PM EDT

Questions are submitted online No

Closing Date 2021/04/22 05:30:00 PM EDT

Bid Intent Not Available

Prebid Conference 2021/04/01 11:00:00 AM EDT

Details

Location Canada, All of Canada, All of Canada

Purchase Type Duration: 4 years
Option: 1 year

Description Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Electric Vehicle Supply Equipment and Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada... [See more](#)

Contact Information

Procurement Department
218-894-1930
rfp@sourcewell-mn.gov

Pre-Bidding Events

Event Type Prebid Conference

Attendance Recommended

Event date 2021/04/01 11:00:00 AM EDT

Location Online Conference

Event Note Login information will be emailed two business days prior to the event.

Bid Submission Process

Bid Submission Type Electronic Bid Submission

Pricing Lump sum

| Bid Documents List | Item Name | Description | Mandatory |
|--------------------|---------------|---------------------------------|-----------|
| | Bid Documents | Documents defining the proposal | No |

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Proposal Opening Record

Date of opening: April 22, 2021

Sourcewell posted Request for Proposal #042221, for the procurement of Electric Vehicle Supply Equipment and Related Services, on the Sourcewell Procurement Portal [proportal.sourcewell-mn.gov] on Thursday, March 4, 2021, and the solicitation remained in an open status within the portal until April 22, 2021, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on April 22, 2021, the date and time specified in the Solicitation Schedule.


The undersigned certify that all responses received on Request for Proposal #042221 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

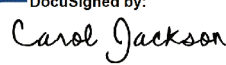
- ABB - Submitted 4/22/21 at 12:06:48 PM
- Ample, Inc. - Submitted 4/22/21 at 3:46:41 PM
- AMPLY Power, Inc. - Submitted 4/22/21 at 12:47:32 PM
- Andromeda Power, LLC - Submitted 4/21/21 at 10:17:34 PM
- Blink Network, LLC - Submitted 4/22/21 at 1:58:43 PM
- ChargeLab, Inc. - Submitted 4/22/21 at 1:51:56 PM
- ChargePoint, Inc. - Submitted 4/22/21 at 10:45:43 AM
- ClipperCreek, Inc. - Submitted 4/22/21 at 1:48:17 PM
- Electrada, LLC - Submitted 4/22/21 at 2:23:12 PM
- Electriphi, Inc. - Submitted 4/22/21 at 3:48:21 PM
- Enel X North America, Inc. - Submitted 4/21/22 at 8:01:54 PM
- Envision Solar International, Inc. - Submitted 4/22/21 at 4:27:08 PM
- EV Connect, Inc. – Submitted 4/19/21 at 10:35:13 AM
- EVBox Group - Submitted 4/22/21 at 1:07:17 PM
- EvGateway - Submitted 4/22/21 at 2:08:15 PM
- EVgo Services LLC - Submitted 4/22/21 at 12:19:06 PM
- EVOCHARGE - Phillips and Temro Industries - Submitted 4/22/21 at 4:22:58 PM

EVSE, LLC - Submitted 4/22/21 at 1:22:25 PM
Faith Technologies - Submitted 4/22/21 at 1:41:33 PM
FLO Services USA, Inc. - Submitted 4/22/21 at 11:19:33 AM
FreeWire Technologies - Submitted 4/21/21 at 4:42:20 PM
Gilbarco, Inc. - Submitted 4/22/21 at 4:24:43 PM
HELIOX TECHNOLOGY, INC. - Submitted 4/22/21 at 4:14:09 PM
In-Charge Energy, Inc. - Submitted 4/21/21 at 11:54:04 AM
iSun Energy, LLC - Submitted 4/21/21 at 3:03:08 PM
JF PETROLEUM GROUP - Submitted 4/21/21 at 10:45:58 AM
Konnectronix, Inc. - Submitted 4/22/21/at 4:02:56 PM
LilyPad EV, LLC - Submitted 4/20/21 at 9:15:36 AM
Lion Buses, Inc. - Submitted 4/22/21 at 10:11:07 AM
Livingston Energy Group, LLC - Submitted 4/22/21 at 4:26:29 PM
Moser Services Group, LLC - Submitted 4/22/21 at 2:47:20 PM
NAD Grid Corporation - Submitted 4/21/21 at 8:21:24 AM
National Car Charging, LLC - Submitted 4/22/21 at 12:41:19 AM
NovaCHARGE, LLC - Submitted 4/22/21 at 2:53:59 PM
Nuvve Holding Corporations - Submitted 4/22/21 at 4:22:19 PM
Opconnect, Inc. - Submitted 4/22/21 at 1:16:59 AM
Pacific Lighting Mgt, Inc. - Submitted 4/21/21 at 1:34:25 PM
PCS Energy - Submitted 4/22/21 at 11:37:24 AM
Pine Shore Energy, LLC - Submitted 4/22/21 at 4:16:10 PM
PlugIn Stations Online, LLC - Submitted 4/22/21 at 3:17:32 PM
Rivian, LLC - Submitted 4/22/21 at 2:56:11 PM
SemaConnect - Submitted 4/22/21 at 1:17:42 PM
Siemens Industry, Inc. - Submitted 4/21/21 at 5:28:11 PM
The Mobility House, LLC - Submitted 4/21/21 at 6:55:34 PM
Verdek, LLC - Submitted 4/21/21 at 9:24:50 PM
VIRICITI, LLC - Submitted 4/22/21 at 12:47:38 PM
Wireless Advanced Vehicle Electrification, Inc. - Submitted 4/22/21 at 2:00:39 PM
Zeco Systems, Inc. - Submitted 4/22/21 at 3:29:39 PM
ZEF Energy - Submitted 4/22/21 at 3:45:01 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcwell Procurement Portal, on April 22, 2021, at 4:35:09 PM CT. All responsive proposals were then submitted for review by the Sourcwell Evaluation Committee.

DocuSigned by:

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Chris Robinson, CPSM, Procurement Manager

DocuSigned by:

6EE63AEDED5F46E...

Carol Jackson, Procurement Analyst



Proposal Evaluation
Electric Vehicle Supply Equipment and Related Services RFP #042221

| Possible Points | | ABB | Ample Inc | AMPLY Power, Inc. | Andromeda Power LLC | Blink Network LLC | ChargeLab Inc. | ChargePoint, Inc. | ClipperCreek, Inc. | Electrada LLC | Electriph Inc | Enel X North America, Inc. | Envision Solar International, Inc. | EV Box Group |
|---|-------|-----|-----------|-------------------|---------------------|-------------------|----------------|-------------------|--------------------|---------------|---------------|----------------------------|------------------------------------|--------------|
| Conformance to RFP | | | | | | | | | | | | | | |
| Requirements | 50 | 39 | 37 | 40 | 32 | 42 | 40 | 45 | 33 | 38 | 40 | 41 | 41 | 43 |
| Pricing | 400 | 280 | 308 | 313 | 270 | 339 | 308 | 350 | 316 | 287 | 278 | 291 | 305 | 326 |
| Financial Viability and Marketplace Success | 75 | 67 | 50 | 55 | 49 | 58 | 57 | 69 | 48 | 52 | 55 | 61 | 60 | 59 |
| Ability to Sell and Deliver Service | 100 | 76 | 67 | 71 | 61 | 75 | 77 | 87 | 67 | 60 | 75 | 69 | 75 | 77 |
| Marketing Plan | 50 | 39 | 35 | 42 | 20 | 42 | 35 | 44 | 30 | 38 | 40 | 39 | 38 | 45 |
| Value Added Attributes | 75 | 60 | 57 | 56 | 47 | 60 | 55 | 65 | 49 | 55 | 60 | 57 | 63 | 65 |
| Warranty | 50 | 41 | 40 | 38 | 36 | 43 | 41 | 43 | 35 | 41 | 39 | 42 | 42 | 41 |
| Depth and Breadth of Offered Equipment, Products, or Services | 200 | 169 | 158 | 164 | 150 | 160 | 169 | 174 | 136 | 135 | 143 | 156 | 146 | 175 |
| Total Points | 1,000 | 771 | 752 | 779 | 665 | 819 | 782 | 877 | 714 | 706 | 730 | 756 | 770 | 831 |
| Rank Order | | 24 | 33.5 | 21 | 48.5 | 5 | 19.5 | 1 | 41.5 | 43 | 38 | 31 | 25.5 | 3 |

| Possible Points | | EV Connect, Inc. | EvGateway | Ego Services LLC | EVOCHARGE-Phillips & Temro | EVSE LLC | Falth Technologies | FLO Services USA, Inc. | FreeWire Technologies | Gilbarco Inc | HELIOX TECHNOLOGY INC | In-Charge Energy, Inc. | iSun | JF Petroleum Group |
|---|-------|------------------|-----------|------------------|----------------------------|----------|--------------------|------------------------|-----------------------|--------------|-----------------------|------------------------|------|--------------------|
| Conformance to RFP | | | | | | | | | | | | | | |
| Requirements | 50 | 43 | 37 | 41 | 38 | 39 | 37 | 44 | 40 | 36 | 30 | 39 | 32 | 41 |
| Pricing | 400 | 336 | 318 | 308 | 271 | 261 | 314 | 348 | 343 | 318 | 263 | 313 | 263 | 301 |
| Financial Viability and Marketplace Success | 75 | 57 | 58 | 60 | 57 | 53 | 61 | 64 | 60 | 56 | 53 | 61 | 51 | 58 |
| Ability to Sell and Deliver Service | 100 | 72 | 63 | 74 | 70 | 63 | 68 | 87 | 77 | 79 | 62 | 73 | 61 | 77 |
| Marketing Plan | 50 | 42 | 34 | 41 | 32 | 35 | 37 | 45 | 39 | 41 | 29 | 35 | 30 | 41 |
| Value Added Attributes | 75 | 60 | 57 | 64 | 55 | 59 | 54 | 68 | 62 | 54 | 49 | 55 | 46 | 56 |
| Warranty | 50 | 42 | 38 | 41 | 40 | 42 | 35 | 43 | 43 | 36 | 40 | 41 | 31 | 41 |
| Depth and Breadth of Offered Equipment, Products, or Services | 200 | 164 | 161 | 167 | 157 | 151 | 141 | 176 | 158 | 163 | 141 | 165 | 151 | 169 |
| Total Points | 1,000 | 816 | 766 | 796 | 718 | 703 | 747 | 875 | 822 | 783 | 667 | 782 | 665 | 784 |
| Rank Order | | 4 | 28.5 | 13.5 | 40 | 44 | 36 | 2 | 4 | 16 | 47 | 19.5 | 48.5 | 17 |

| Possible Points | | Konnextron, Inc. | LilyPad EV, LLC | Lion Buses, Inc | Livingston Energy Group, LLC | Moser Services Group, LLC | NAD Grid Corporation | National Car Charging | NovaCHARGE LLC | Nuuve Holding | Opconnect Inc | Pacific Lighting | PCS Energy | PineShore Energy |
|---|-------|------------------|-----------------|-----------------|------------------------------|---------------------------|----------------------|-----------------------|----------------|---------------|---------------|------------------|------------|------------------|
| Conformance to RFP | | | | | | | | | | | | | | |
| Requirements | 50 | 39 | 40 | 37 | 38 | 34 | 40 | 41 | 40 | 42 | 39 | 34 | 32 | 36 |
| Pricing | 400 | 330 | 319 | 304 | 336 | 303 | 287 | 325 | 329 | 335 | 333 | 275 | 260 | 305 |
| Financial Viability and Marketplace Success | 75 | 58 | 59 | 56 | 56 | 50 | 55 | 61 | 53 | 58 | 54 | 57 | 54 | 52 |
| Ability to Sell and Deliver Service | 100 | 66 | 72 | 70 | 72 | 61 | 72 | 69 | 64 | 77 | 65 | 64 | 60 | 64 |
| Marketing Plan | 50 | 39 | 36 | 41 | 41 | 28 | 36 | 37 | 37 | 39 | 37 | 29 | 34 | 35 |
| Value Added Attributes | 75 | 50 | 61 | 54 | 61 | 43 | 62 | 55 | 55 | 57 | 62 | 53 | 49 | 56 |
| Warranty | 50 | 42 | 42 | 38 | 42 | 39 | 40 | 39 | 42 | 42 | 39 | 38 | 37 | 38 |
| Depth and Breadth of Offered Equipment, Products, or Services | 200 | 151 | 160 | 157 | 164 | 156 | 152 | 168 | 157 | 152 | 161 | 169 | 149 | 162 |
| Total Points | 1,000 | 775 | 787 | 752 | 810 | 714 | 744 | 796 | 777 | 802 | 790 | 719 | 675 | 748 |
| Rank Order | | 23 | 16 | 33.5 | 9 | 41.5 | 37 | 13.5 | 22 | 11 | 16 | 38 | 46 | 35 |

| Possible Points | | PlugIn Stations Online LLC | Rivian, LLC | SemaConnect | Siemens Industry, Inc. | The Mobility House LLC | Verdek LLC | VIRICITI LLC | Wireless Advanced Vehicle Electrification, Inc. | Zeco Systems Inc | ZEF Energy |
|---|-------|----------------------------|-------------|-------------|------------------------|------------------------|------------|--------------|---|------------------|------------|
| Conformance to RFP | | | | | | | | | | | |
| Requirements | 50 | 37 | 39 | 43 | 40 | 37 | 35 | 39 | 41 | 39 | 41 |
| Pricing | 400 | 328 | 328 | 328 | 320 | 281 | 323 | 335 | 338 | 313 | 283 |
| Financial Viability and Marketplace Success | 75 | 55 | 54 | 63 | 64 | 55 | 59 | 60 | 61 | 58 | 55 |
| Ability to Sell and Deliver Service | 100 | 57 | 57 | 60 | 64 | 64 | 65 | 71 | 72 | 71 | 71 |
| Marketing Plan | 50 | 30 | 37 | 45 | 41 | 34 | 33 | 42 | 42 | 42 | 44 |
| Value Added Attributes | 75 | 53 | 60 | 57 | 62 | 53 | 48 | 53 | 61 | 61 | 63 |
| Warranty | 50 | 36 | 42 | 42 | 41 | 39 | 38 | 38 | 38 | 41 | 42 |
| Depth and Breadth of Offered Equipment, Products, or Services | 200 | 172 | 141 | 157 | 151 | 148 | 166 | 141 | 161 | 172 | 157 |
| Total Points | 1,000 | 766 | 756 | 815 | 803 | 691 | 767 | 770 | 814 | 797 | 756 |
| Rank Order | | 28.5 | 31 | 7 | 10 | 45 | 27 | 25.5 | 6 | 12 | 31 |

DocuSigned by:
Greg Grunig
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Greg Grunig, Procurement Lead Analyst

DocuSigned by:
Stephanie Haatja
7558A3F379B5409...
Steff Haatja, CPIM, Procurement Analyst

DocuSigned by:
Brandon Town
7BCA93CDE637421...
Brandon Town, CPSM, CPSD, Procurement Analyst

DocuSigned by:
Craig West
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Craig West, Procurement Analyst



**SOURCEWELL
STATE OF MINNESOTA**

Member Thiel moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

Resolution No. 2021- 01

WHEREAS, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Kircher and the following voted in favor: (list names here)

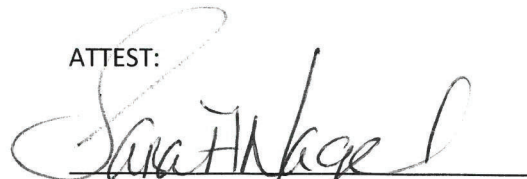
Wilson, Zylka, Veronen, nagel, Thomas, Thiel, Arts, Kircher

and the following voted against: (list names here or "NONE")

none

whereupon said resolution was declared duly passed and adopted.

ATTEST:


Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - January 2021
CONSENT AGENDA ITEMS
Requesting Board permission to Solicit the following categories:

 STEM Curriculum Solutions and Equipment with Related Accessories and Services
 Job-Order or Indefinite Quantity Construction Contracting Program Management Services

Requesting Board permission to Re-Solicit the following categories:
Electric Vehicle Supply Equipment and Related Services
 State of Maryland - Indefinite Quantity Construction Contract
 State of New Hampshire - Indefinite Quantity Construction Contract

NEW CONTRACTS

| Supplier Name | Contract Number | Solicitation Title |
|--|-----------------|--|
| Elliott Auto Supply Co., Inc. dba Factory Motor Parts | 101520-FMP | "OEM Automotive Parts and Supplies" |
| Ford Motor Company | 101520-FMC | "OEM Automotive Parts and Supplies" |
| General Motors | 101520-GNL | "OEM Automotive Parts and Supplies" |
| Navistar, Inc. dba Fleet Charge | 101520-NVS | "OEM Automotive Parts and Supplies" |
| MANCON, LLC | 110520-MAN | "Fleet and Facility Related Vendor Managed Inventory and Logistics Management Solutions" |
| Genuine Parts Company dba NAPA Integrated Business Solutions | 110520-GPC | "Fleet and Facility Related Vendor Managed Inventory and Logistics Management Solutions" |
| American Ramp Company, Inc. | 112420-ARC | "Skatepark, Bike Park, and Pump Track Solutions with Related Equipment, Accessories, and Services" |
| Artisan Skateparks | 112420-ART | "Skatepark, Bike Park, and Pump Track Solutions with Related Equipment, Accessories, and Services" |
| California Skateparks | 112420-CAS | "Skatepark, Bike Park, and Pump Track Solutions with Related Equipment, Accessories, and Services" |
| Spohn Ranch, Inc. | 112420-SRI | "Skatepark, Bike Park, and Pump Track Solutions with Related Equipment, Accessories, and Services" |
| All-American Arena Products | 120320-ALL | "Ice Rink and Arena Equipment with Related Supplies and Services" |
| American Arena, LLC | 120320-AMR | "Ice Rink and Arena Equipment with Related Supplies and Services" |
| Athletica Sport Systems, Inc. | 120320-ATH | "Ice Rink and Arena Equipment with Related Supplies and Services" |
| CIMCO Refrigeration | 120320-CIM | "Ice Rink and Arena Equipment with Related Supplies and Services" |
| Zamboni Company USA, Inc. | 120320-FZC | "Ice Rink and Arena Equipment with Related Supplies and Services" |

CONTRACT EXTENSIONS

| Supplier Name | Contract Number | Solicitation Title |
|---------------|-----------------|--------------------|
| | | |
| | | |
| | | |

NEW e2iQC CONTRACTS

| Company Name | Contract Number | State - Region - Type of Work |
|------------------------------------|-----------------------|--|
| Cooper Building Services, LLC | VA-W-GC01-120920-CPR | Commonwealth of Virginia - Western Virginia Area - General Construction |
| F.H. Paschen | VA-W-GC02-120920-FHP | Commonwealth of Virginia - Western Virginia Area - General Construction |
| Johnson-Laux Construction | VA-W-GC03-120920-JLC | Commonwealth of Virginia - Western Virginia Area - General Construction |
| S-Works Construction Corporation | VA-W-GC04-120920-SWC | Commonwealth of Virginia - Western Virginia Area - General Construction |
| Centennial Contractors Enterprises | VA-W-GC05-120920-CCE | Commonwealth of Virginia - Western Virginia Area - General Construction |
| HITT Contracting | VA-W-GC06-120920-HCI | Commonwealth of Virginia - Western Virginia Area - General Construction |
| Johnson-Laux Construction | VA-WC-GC01-120920-JLC | Commonwealth of Virginia - West Central Virginia Area - General Construction |
| Cooper Building Services, LLC | VA-WC-GC02-120920-CPR | Commonwealth of Virginia - West Central Virginia Area - General Construction |
| F.H. Paschen | VA-WC-GC03-120920-FHP | Commonwealth of Virginia - West Central Virginia Area - General Construction |
| The Matthews Group, Inc. | VA-WC-GC04-120920-TMG | Commonwealth of Virginia - West Central Virginia Area - General Construction |
| S-Works Construction Corporation | VA-WC-GC05-120920-SWC | Commonwealth of Virginia - West Central Virginia Area - General Construction |
| Harrisonburg Construction Co. | VA-WC-GC06-120920-HAR | Commonwealth of Virginia - West Central Virginia Area - General Construction |
| Paige Industrial Services, Inc. | VA-N-GC01-120920-PAI | Commonwealth of Virginia - Northern Virginia Area - General Construction |
| The Matthews Group, Inc. | VA-N-GC02-120920-TMG | Commonwealth of Virginia - Northern Virginia Area - General Construction |
| Vigil Contracting, Inc. | VA-N-GC03-120920-VGL | Commonwealth of Virginia - Northern Virginia Area - General Construction |
| Centennial Contractors Enterprises | VA-N-GC04-120920-CCE | Commonwealth of Virginia - Northern Virginia Area - General Construction |
| S-Works Construction Corporation | VA-N-GC05-120920-SWC | Commonwealth of Virginia - Northern Virginia Area - General Construction |

APPENDIX A Continued

| | | |
|------------------------------------|-----------------------|--|
| Johnson-Laux Construction | VA-N-GC06-120920-JLC | Commonwealth of Virginia - Northern Virginia Area - General Construction |
| Vigil Contracting, Inc. | VA-N-MH01-120920-VGL | Commonwealth of Virginia - Northern Virginia Area - Mechanical HVAC |
| Adrian L. Merton Inc. | VA-N-MH02-120920-ALM | Commonwealth of Virginia - Northern Virginia Area - Mechanical HVAC |
| Centennial Contractors Enterprises | VA-EC-GC01-120920-CCE | Commonwealth of Virginia - East Central Virginia Area - General Construction |
| The Matthews Group, Inc. | VA-EC-GC02-120920-TMG | Commonwealth of Virginia - East Central Virginia Area - General Construction |
| S-Works Construction Corporation | VA-EC-GC03-120920-SWC | Commonwealth of Virginia - East Central Virginia Area - General Construction |
| Cooper Building Services, LLC | VA-EC-GC04-120920-CPR | Commonwealth of Virginia - East Central Virginia Area - General Construction |
| F.H. Paschen | VA-EC-GC05-120920-FHP | Commonwealth of Virginia - East Central Virginia Area - General Construction |
| HITT Contracting | VA-EC-GC06-120920-HCI | Commonwealth of Virginia - East Central Virginia Area - General Construction |
| Paige Industrial Services, Inc. | VA-EC-MH01-120920-PAI | Commonwealth of Virginia - East Central Virginia Area - Mechanical HVAC |
| Cooper Building Services, LLC | VA-E-GC01-120920-CPR | Commonwealth of Virginia - Eastern Virginia Area - General Construction |
| F.H. Paschen | VA-E-GC02-120920-FHP | Commonwealth of Virginia - Eastern Virginia Area - General Construction |
| Centennial Contractors Enterprises | VA-E-GC03-120920-CCE | Commonwealth of Virginia - Eastern Virginia Area - General Construction |
| The Matthews Group, Inc. | VA-E-GC04-120920-TMG | Commonwealth of Virginia - Eastern Virginia Area - General Construction |
| S-Works Construction Corporation | VA-E-GC05-120920-SWC | Commonwealth of Virginia - Eastern Virginia Area - General Construction |
| HITT Contracting | VA-E-GC06-120920-HCI | Commonwealth of Virginia - Eastern Virginia Area - General Construction |
| Paige Industrial Services, Inc. | VA-E-MH01-120920-PAI | Commonwealth of Virginia - Eastern Virginia Area - Mechanical HVAC |

eziQC RENEWALS

| Company Name | Contract Number | |
|--|------------------------|--|
| Advanced Roofing, Inc. | FL-SWA-R01-121918-ADR | |
| Advanced Roofing, Inc. | FL-ECA-R01-121918-ADR | |
| LEE Construction Group, Inc. | FL-ECA-GC02-121918-LCI | |
| LEE Construction Group, Inc. | FL-SWA-GC02-121918-LCI | |
| McKenzie Contracting, LLC | FL-ECA-UG1-121918-MCL | |
| Johnson-Laux Construction, LLC | FL-SWA-GC03-121918-JLC | |
| McKenzie Contracting, LLC | FL-SWA-UG1-121918-MCL | |
| Johnson-Laux Construction, LLC | FL-ECA-GC03-121918-JLC | |
| Astra Construction Services, LLC | FL-ECA-GC04-121918-ACS | |
| Shiff Construction & Development, Inc. | FL-SWA-GC01-121918-SCD | |
| Shiff Construction & Development, Inc. | FL-ECA-GC01-121918-SCD | |

**SOURCEWELL
STATE OF MINNESOTA**



Member Thiel moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

Resolution No. 2021-19

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell’s cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members’ legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Zylka

and the following voted in favor: (list names here)
Wilson, Zylka, Veronen, Nagel, Thomas, Thiel, Arts, Kircher

and the following voted against: (list names here or “NONE”)

None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Sara Nagel
CF62F09F8AFC4BB...

Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - August 2021
CONSENT AGENDA ITEMS
Requesting Board permission to Solicit the following categories:

| |
|--|
| |
| |
| |
| |
| |
| |

Requesting Board permission to Re-Solicit the following categories:

Public Utility Equipment with Related Accessories and Supplies
Ambulance and EMT Vehicles with Related Equipment, Accessories, and Supplies
K-12 Food Products and Distribution with Related Services
State of Ohio - Indefinite Delivery Indefinite Quantity Contracting

NEW CONTRACTS

| Supplier Name | Contract Number | Solicitation Title |
|---|-----------------|--|
| Blink Charging Co. | 042221-BLK | "Electric Vehicle Supply Equipment and Related Services" |
| ChargePoint, Inc. | 042221-CPI | "Electric Vehicle Supply Equipment and Related Services" |
| EV Connect, Inc. | 042221-EVC | "Electric Vehicle Supply Equipment and Related Services" |
| EVBox North America, Inc. | 042221-EVB | "Electric Vehicle Supply Equipment and Related Services" |
| FLO Services USA | 042221-FLO | "Electric Vehicle Supply Equipment and Related Services" |
| Freewire Technologies | 042221-FRE | "Electric Vehicle Supply Equipment and Related Services" |
| Livingston Charge Port | 042221-LIV | "Electric Vehicle Supply Equipment and Related Services" |
| Nuvve Holdings | 042221-NUV | "Electric Vehicle Supply Equipment and Related Services" |
| SemaConnect, Inc. | 042221-SEM | "Electric Vehicle Supply Equipment and Related Services" |
| Siemens Industry, Inc. | 042221-SIE | "Electric Vehicle Supply Equipment and Related Services" |
| Wireless Advanced Vehicle Electrification (WAVE), LLC | 042221-WVE | "Electric Vehicle Supply Equipment and Related Services" |
| The ActOne Group Inc./ATIMS | 051321-AOG | "Public Safety Software" |
| BackDraft OpCo, LLC | 051321-BAK | "Public Safety Software" |
| Deccan International | 051321-DEC | "Public Safety Software" |
| Envisage Technologies | 051321-ENV | "Public Safety Software" |
| Genasys, Inc. | 051321-GYS | "Public Safety Software" |
| Motorola Solutions, Inc. | 051321-MOT | "Public Safety Software" |
| Off Duty Management, Inc. | 051321-OFF | "Public Safety Software" |
| Quicket Solutions, Inc. | 051321-QKT | "Public Safety Software" |
| RadioMobile, Inc. | 051321-RDO | "Public Safety Software" |
| SmartCOP, Inc. | 051321-SMT | "Public Safety Software" |
| Utility Associates, Inc. | 051321-UTI | "Public Safety Software" |
| Vaisala, Inc. | 051321-VAI | "Public Safety Software" |
| Abacus Service Corporation | 062421-ABA | "Facilities Maintenance Services" |
| Kellermeyer Bergensons Services, LLC | 062421-KEL | "Facilities Maintenance Services" |
| LSS Holdings, LLC | 062421-LSS | "Facilities Maintenance Services" |
| Siemens Industry, Inc. | 062421-SIE | "Facilities Maintenance Services" |
| Sweep America Intermediate Holdings, LLC | 062421-SWP | "Facilities Maintenance Services" |
| Vanguard Cleaning Systems of Western Canada | 062421-VAN | "Facilities Maintenance Services" |
| Alamo Group, Inc. | 070821-AGI | "Road Right-of-Way Maintenance Equipment" |
| Altoz, Inc. | 070821-ATZ | "Road Right-of-Way Maintenance Equipment" |
| Bomford Turner, Limited | 070821-BFD | "Road Right-of-Way Maintenance Equipment" |
| Bush Hog Inc. | 070821-BHG | "Road Right-of-Way Maintenance Equipment" |
| Diamond Mowers, LLC | 070821-DMM | "Road Right-of-Way Maintenance Equipment" |
| FINN Corporation | 070821-FNN | "Road Right-of-Way Maintenance Equipment" |
| Green Climber of North America, Inc. | 070821-GCL | "Road Right-of-Way Maintenance Equipment" |
| Land Pride, a Division of Great Plains Mfg. Inc. | 070821-LPI | "Road Right-of-Way Maintenance Equipment" |
| Logix ITS | 070821-LGX | "Road Right-of-Way Maintenance Equipment" |
| Schulte Industries, Ltd. | 070821-SCI | "Road Right-of-Way Maintenance Equipment" |
| Tiger Corporation | 070821-TGR | "Road Right-of-Way Maintenance Equipment" |

CONTRACT EXTENSIONS

| Supplier Name | Contract Number | Solicitation Title |
|-------------------|-----------------|--|
| Ennis-Flint, Inc. | 062817-EPI | "Airport Consumable Products with Related Supplies and Services" |
| | | |
| | | |