

**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  
Address: 4961 Tesla Drive  
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:	<a href="https://semaconnect.com/">https://semaconnect.com/</a>
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 Sourcwell 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"> <li>· 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.</li> <li>· Internal Sales Training for both regional and national sales managers that would educate our teams on the benefits of the Sourcewell contract.</li> <li>· 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.</li> <li>· 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.</li> <li>· 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.</li> <li>· 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.</li> <li>· 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.</li> <li>· 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.</li> <li>· Webinars – we will help promote the Sourcewell contract and create awareness through our monthly, educational webinars.</li> </ul> <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"> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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 .</li> <li>• 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.</li> </ul> <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.	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.	*

**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.	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.	*

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>

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"> <li>• Includes both the equipment price as well as installation project price</li> <li>• May include extended warranty and network service fees</li> <li>• It is a capital lease, so you can recognize as an asset on your balance sheet and: <ul style="list-style-type: none"> <li>• Realize depreciation benefits</li> <li>• Realize potential state and local tax credits for purchasing EV charging equipment</li> </ul> </li> <li>• Lease term flexible, from 12 to 60 months</li> <li>• At end of term, can buy-out lease for \$1.00</li> </ul> <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"> <li>-Device location</li> <li>-Power</li> <li>-cellular signal</li> <li>-unit operation</li> </ul> <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"> <li>- availability</li> <li>-charge cost models</li> <li>-uptime</li> <li>-usage</li> <li>-power draw</li> <li>-number of charging sessions</li> </ul> <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
<b>Addendum_8_EV_Supply_Eqpt_RFP_042221</b> Thu April 15 2021 05:17 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_7_EV_Supply_Eqpt_RFP_042221</b> Tue April 13 2021 06:10 PM	<input checked="" type="checkbox"/>	3
<b>Addendum_6_EV_Supply_Eqpt_RFP_042221</b> Mon April 12 2021 06:28 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_5_EV_Supply_Eqpt_RFP_042221</b> Tue April 6 2021 08:27 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_EV_Supply_Eqpt_RFP_042221</b> Thu April 1 2021 05:07 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_EV_Supply_Eqpt_RFP_042221</b> Fri March 26 2021 09:24 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_EV_Supply_Eqpt_RFP_042221</b> Mon March 15 2021 06:38 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_1_EV_Supply_Eqpt_RFP_042221</b> Thu March 11 2021 05:32 PM	<input checked="" type="checkbox"/>	1

**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