

**Solicitation Number: RFP #042221****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Wireless Advanced Vehicle Electrification (WAVE), LLC, 4752 W. California Avenue, Suite B-400, Salt Lake City, UT 84104 (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'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 Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell 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 Sourcwell's banking institution per Sourcwell'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 and its Participating Entities, 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.

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 Sourcwell 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 Sourcwell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcwell 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 Sourcwell 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

Wireless Advanced Vehicle
Electrification (WAVE), LLC

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/15/2021 | 11:54 AM CDT

DocuSigned by:
Michael Masquelier
C0D5D04647584A6...
By: _____
Michael Masquelier
Title: CEO
Date: 7/19/2021 | 8:09 AM MDT

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO
Date: 7/19/2021 | 9:11 AM CDT

RFP 042221 - Electric Vehicle Supply Equipment and Related Services

Vendor Details

Company Name: Wireless Advanced Vehicle Electrification, Inc.
Does your company conduct business under any other name? If yes, please state: WAVE, Inc.
Address: 4752 W California Ave
Suite B-400
Salt Lake City, Utah 84103
Contact: Michael Masquelier
Email: michael@waveipt.com
Phone: 801-903-1709
Fax: 801-903-1719
HST#: 35-2426473

Submission Details

Created On: Tuesday April 13, 2021 10:31:45
Submitted On: Thursday April 22, 2021 14:00:39
Submitted By: Jory Peppelaar
Email: jory@waveipt.com
Transaction #: cad83785-c9fa-479b-8503-2a9b3efaeb52
Submitter's IP Address: 136.36.130.37

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):	Wireless Advanced Vehicle Electrification (WAVE), LLC
2	Proposer Address:	4752 W. California Avenue SUITE B-400 SALT LAKE CITY, UT 84104
3	Proposer website address:	waveipt.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Michael Masquellier, CEO 4752 W. California Avenue SUITE B-400 SALT LAKE CITY, UT 84104 michael@waveipt.com 801.903.1709
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jory Peppelaar, Business Development Manager 4752 W. California Avenue SUITE B-400 SALT LAKE CITY, UT 84104 jory@waveipt.com 801.903.1719
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	NA, no other contact needed

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>Founded in 2011, Wireless Advanced Vehicle Electrification (WAVE), is a technology company focused on creating practical and economical solutions for the transit and off-road industrial electric vehicle markets worldwide. WAVE develops inductive charging solutions for medium and heavy-duty vehicles in the United States and Canada, and has demonstrated the capability to develop and integrate high power charging systems onto heavy-duty electric vehicles.</p> <p>WAVE Solution Overview</p> <p>Battery range limitations pose a significant challenge for mass transit agencies and fleet operators transitioning to electric vehicles. Unlike diesel buses, which can travel up to 500 miles on a single tank of fuel, battery-electric buses (BEBs) have an average range of 150-200 miles.</p> <p>WAVE is a wireless, hands-free, electric vehicle charging system for transit agencies that quickly adds meaningful range and power battery-electric buses without human intervention or mechanical contact. Unlike legacy plug-in and overhead charging systems that require time-consuming, hands-on intervention, clutter the ground, and require excessive maintenance, WAVE's ruggedized pads are embedded in the roadway and hidden. Within seconds of scheduled stops and natural dwell times, high-power is transferred over a 5- to 8-inch air gap to a receiving pad on the vehicle's undercarriage. Free of moving parts and fully automated, the system delivers a lower total cost of ownership, provides unmatched reliability, and has the lowest operational impact when compared to legacy charging systems.</p> <p>The combined speed, power, safety, and hands-free nature of WAVE wireless charging is the most advanced way to enable commercial EVs to match the range and duty cycle of their legacy internal combustion-based counterparts.</p> <p>Today, the largest operating BEB fleet in the United States (the Antelope Valley</p>

Transit Authority in northern Los Angeles County), is being powered by the single largest commercial deployment of high-power wireless charging deployment in the world, from WAVE.

Charging strategies

Unlike the burgeoning growth of the light-duty segment for electric vehicles, heavy-duty electric vehicles have far less supporting charging infrastructure deployed nationwide. Charging methodologies can be typically classified into two types.

- The first is overnight or "depot" charging, which typically uses plug-in chargers at centralized bus depots, where there is typically one charger per electric bus in the fleet (with a few potential backup chargers in case of equipment failure). These chargers tend to be lower capacity chargers at 50-200 kilowatts (kW) and are operated typically in a "trickle-charge" fashion to reduce overall load on the electric grid and strain on the bus batteries. Conversely, a single transit agency interviewed mentioned that they charge their buses at full power overnight to fill batteries in three hours as fast as possible to ensure bus availability.

- The other type of charging is known as "opportunity charging", which typically consists of an on-route, high-power charger (200-500 kW) that delivers short bursts of electricity to a bus over 2-10 minutes. This extends the range of buses by several to dozens of miles (depending on the charger capacity and duration of stop) for long-distance routes. These opportunity charging systems, including legacy overhead and most recently wireless, are located at high-traffic bus stops or terminals.

Charging technologies

Generally, there are two main charging technologies: 1) conductive charging and 2) inductive charging. Using the conductive method, the battery is connected by a cable and plugged directly into an electricity provider. The two types of conductive charging methods are 1) plug-in charging and 2) pantograph or overhead charging. When space and labor are not a constraint in the depot, legacy plug-in chargers, ranging between 60 kW to 125 kW, can work well. However, to maximize the available time during scheduled stops, in-route or "opportunity" charging for long routes require higher-power chargers.

At the high power needed for heavy-duty vehicles, plug-in chargers are extremely cumbersome for in-route applications as they require time-consuming intervention, and face labor challenges.

Overhead pantograph charging systems can deliver high power without deploying extra labor in the field, but often face zoning restrictions, and are impractical in high-traffic areas. The moving parts of a pantograph system can be challenged in extreme cold temperatures. Moreover, the visual impact of pantographs and the space required for pedestal foundations can lead to local planning restrictions and deployment constraints. Transit agencies have also expressed safety concerns during maintenance operations.

In contrast, the inductive method, used by WAVE, works through safe magnetic transmission without any contact between the EV and the charging infrastructure. The charging spot is equipped with wires which carry an alternating current. The alternating current creates a magnetic field, which affects the receiver (also consisting of wires) in the EV in a way that a current is induced and charges the battery. The ruggedized system has a nearly invisible footprint and is unaffected by snow, ice, moisture, and heat and is free of connectors and cables. As such, there is nothing to break or freeze.

Wireless vs. Legacy Technology

- Free of visually-detracting cabling and overhead clutter
- No extra charging labor required
- Fewer zoning and maintenance concerns

WAVE Customer Success Story

In 2014, the Antelope Valley Transit Authority (AVTA) set out to become the first transit operator in the United States to have a fully-electric bus fleet. With the range of BEB limited to between 155-220 miles, the agency needed to solve the problem of covering routes as long as 290 miles.

Today, the AVTA operates the largest battery-electric bus fleet in the United States. In April 2021, the AVTA achieved a record 5 million zero-emission miles. AVTA leadership cited WAVE technology as key to eliminating the need to maintain diesel operations on long routes or purchasing multiple EVs to replace a single diesel vehicle. In December of 2020, AVTA's fully-electric 65-bus local fixed-route fleet logged its four millionth mile – a record for U.S. transit agencies.

AVTA Facts

- Range extension between 128-192 miles per 8-hour shift **
- 15 WAVE 250 kW chargers deployed over 1,200 square miles – operating for over 4 years
- Projected saving of \$1M per year vs. legacy plug-in charging
- Over 1,000,00 miles added and over 2,000 MWh delivered since 2019

* kWhr/mi dependent on weather, battery health, BEB and battery size

With multiple rigorous commercial deployments up to 250kW, and higher-powered systems on the way, WAVE is making tomorrow's EV charging technology available today.

WAVE Solution Overview

Battery range limitations pose a significant challenge for mass transit agencies and

fleet operators transitioning to electric vehicles. Unlike diesel buses, which can travel up to 500 miles on a single tank of fuel, battery-electric buses (BEBs) have an average range of 150-200 miles.

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The combined speed, power, safety, and hands-free nature of WAVE wireless charging is the most advanced way to enable commercial EVs to match the range and duty cycle of their legacy internal combustion-based counterparts.

Today, the largest operating BEB fleet in the United States (the Antelope Valley Transit Authority in northern Los Angeles County), is being powered by the single largest commercial deployment of high-power wireless charging deployment in the world, from WAVE.

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In contrast, the inductive method, used by WAVE, works through electromagnetic transmission without any contact between the EV and the charging infrastructure. The charging spot is equipped with wires which carry an alternating current. The alternating current creates an electromagnetic field, which affects the receiver (also consisting of wires) in the EV in a way that a current is induced and charges the battery. The ruggedized system has a nearly invisible footprint and is unaffected by snow, ice, moisture, and heat and is free of connectors and cables. As such, there is nothing to break or freeze.

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Today, the AVTA operates the largest battery-electric bus fleet in the United States. In December 2020, the AVTA achieved a record 4 million zero-emission miles.

		<p>AVTA leadership cited WAVE technology as key to eliminating the need to maintain diesel operations on long routes or purchasing multiple EVs to replace a single diesel vehicle. In December of 2020, AVTA's fully-electric 65-bus local fixed-route fleet logged its four millionth mile – a record for U.S. transit agencies.</p> <p>AVTA Facts</p> <ul style="list-style-type: none"> • Range extension between 128-192 miles per 8-hour shift ** • 15 WAVE 250 kW chargers deployed over 1,200 square miles – operating for over 4 years • Projected saving of \$1M per year vs. legacy plug-in charging • Over 1,000,00 miles added and over 2,000 MWh delivered since 2019 <p>* kWhr/mi dependent on weather, battery health, BEB and battery size</p> <p>With multiple rigorous commercial deployments up to 250kW, and higher-powered systems on the way, WAVE is making tomorrow's EV charging technology available today.</p>
8	<p>What are your company's expectations in the event of an award?</p>	<p>WAVE LLC expects the Sourcewell contract will enable our customers less burdensome, less costly, and more timely procurement of our products and services. This is especially important for our municipal and state government customers, who have lengthy procurement cycles.</p>

9	<p>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.</p>	<p>WAVE, established in 2011, has been a financially stable company for a decade. In January 2021, Ideanomics announced it had signed a definitive agreement to purchase 100% of WAVE. This brings the full financial resources of Ideanomics, a global EV infrastructure company, to WAVE's suite of offerings.</p> <p>"The acquisition of WAVE is a significant one for our EV efforts across the board. We are excited to bring Michael Masquelier and his team into the Ideanomics family, where we can inject significant growth capital to enable WAVE to further accelerate its business and bring wireless charging to our product offerings. WAVE has become a market leader in inductive charging systems, which are much better suited for commercial EVs than plug-in charging systems," said Alf Poor, Ideanomics CEO. "WAVE complements our Medici Motor Works and Treeletrik businesses, and our investment in Solectrac, and is aligned with our MEG division's Sales to Financing to Charging (S2F2C) model. This is a win-win all around, which will help maximize shareholder value. We're thrilled to have signed the definitive agreement for this acquisition so we can get to work immediately on the opportunities this brings to both Ideanomics and WAVE."</p> <p>"Fast, safe, in-route charging is key to enabling commercial EVs to match the range of internal combustion vehicles," said Michael Masquelier, WAVE's Founder and CEO. "Joining the Ideanomics family will allow WAVE solutions to rapidly develop at the scale needed to help fleet operators around the world meet their zero-emission goals."</p> <p>About Ideanomics WAVE LLC established in 2011, has been a financially stable company for a decade. In January 2021, Ideanomics announced it had signed a definitive agreement to purchase 100% of WAVE. This brings the full financial resources of Ideanomics, a global EV infrastructure company, to WAVE's suite of offerings.</p> <p>"The acquisition of WAVE is a significant one for our EV efforts across the board. We are excited to bring Michael Masquelier and his team into the Ideanomics family, where we can inject significant growth capital to enable WAVE to further accelerate its business and bring wireless charging to our product offerings. WAVE has become a market leader in inductive charging systems, which are much better suited for commercial EVs than plug-in charging systems," said Alf Poor, Ideanomics CEO. "WAVE complements our Medici Motor Works and Treeletrik businesses, and our investment in Solectrac, and is aligned with our MEG division's Sales to Financing to Charging (S2F2C) model. This is a win-win all around, which will help maximize shareholder value. We're thrilled to have signed the definitive agreement for this acquisition so we can get to work immediately on the opportunities this brings to both Ideanomics and WAVE."</p> <p>"Fast, safe, in-route charging is key to enabling commercial EVs to match the range of internal combustion vehicles," said Michael Masquelier, WAVE's Founder and CEO. "Joining the Ideanomics family will allow WAVE solutions to rapidly develop at the scale needed to help fleet operators around the world meet their zero-emission goals."</p> <p>About Ideanomics Ideanomics, publicly traded on NASDAQ under IDEX, is a global company focused on the convergence of financial services and industries experiencing technological disruption. Our Mobile Energy Global (MEG) division is a service provider that facilitates the adoption of electric vehicles by commercial fleet operators through offering vehicle procurement, finance and leasing, and energy management solutions under our innovative sales to financing to charging (S2F2C) business model. Ideanomics Capital is focused on disruptive fintech solutions for the financial services industry. Together, MEG and Ideanomics Capital provide our global customers and partners with leading technologies and services designed to improve transparency, efficiency, and accountability, and our shareholders with the opportunity to participate in high-potential, growth industries.</p> <p>At a high level Ideanomics:</p> <ul style="list-style-type: none"> • Is a \$1B public company listed on the NASDAQ at IDEX • Has high liquidity with an average trading of \$80M per day • Has \$300M+ cash on the balance sheet <p>The company is headquartered in New York, NY, with offices in Beijing, Hangzhou, and Qingdao, and operations in the U.S., China, Ukraine, and Malaysia. The company is headquartered in New York, NY, with offices in Beijing, Hangzhou, and Qingdao, and operations in the U.S., China, Ukraine, and Malaysia.</p>
10	What is your US market share for the solutions that you are proposing?	WAVE's US market share of the medium- and heavy-duty EV inductive charging market is 50%. *
11	What is your Canadian market share for the solutions that you are proposing?	WAVE's Canadian market share of the medium- and heavy-duty EV inductive charging market is in the discussion stages with transit agencies and other customers, with proposals pending in Canada. To date, adoption of heavy-duty inductive charging in the Canadian market is nascent. *
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	WAVE has not petitioned for bankruptcy protection. *

13	<p>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.</p> <p>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?</p> <p>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?</p>	<p>WAVE is a manufacturer as well as a service provider. WAVE manufactures high-power, hands-free, charging systems that enable electric vehicles to achieve driving ranges and duty cycles that match that of internal combustion vehicles, but with safety and reliability that surpass that of legacy plug-in and overhead (pantograph) charging systems. Free of visually-detracting cabling and overhead clutter, WAVE is providing safe, fast, labor-friendly EV charging for buses throughout the U.S. and Canada. With multiple rigorous commercial deployments up to 250kW, and higher-powered systems on the way, WAVE is making tomorrow's EV charging technology available today.</p> <p>Founded in 2011, and headquartered in Salt Lake City, Utah, WAVE is a leading provider of inductive (wireless) charging solutions for medium and heavy-duty electric vehicles (EVs). Embedded in roadways and charging vehicles during scheduled stops, the fully automated, hands-free WAVE system eliminates battery range limitations and enables fleets to achieve driving ranges that match that of internal combustion engines.</p> <p>Deployed since 2012, WAVE has demonstrated the capability to develop and integrate high-power charging systems into heavy-duty electric vehicles from leading commercial EV manufacturers. With commercially available wireless charging systems up to 250kW and higher power systems in development, WAVE provides custom fleet solutions for mass transit, logistics, airport and campus shuttles, drayage fleets, and off-road vehicles at ports and industrial sites.</p> <p>Wireless charging systems offer several compelling benefits over plug-in-based charging systems, including reduced maintenance, improved health and safety, and expedited energy connection. Furthermore, wireless in-route charging enables greater route lengths or smaller batteries while also maintaining battery life.</p> <p>WAVE customers include the largest EV bus system in the U.S., the Antelope Valley Transit Authority, and its partnerships include Kenworth, Gillig, BYD, Complete Coach Works, and more.</p> <p>By working with our customers to install, operate, and maintain our EV charging systems, WAVE is also a service provider.</p> <p>Founded in 2011, and headquartered in Salt Lake City, Utah, WAVE is a leading provider of inductive (wireless) charging solutions for medium and heavy-duty electric vehicles (EVs). Embedded in roadways and charging vehicles during scheduled stops, the fully automated, hands-free WAVE system eliminates battery range limitations and enables fleets to achieve driving ranges that match that of internal combustion engines.</p> <p>Deployed since 2012, WAVE has demonstrated the capability to develop and integrate high-power charging systems into heavy-duty electric vehicles from leading commercial EV manufacturers. With commercially available wireless charging systems up to 250kW and higher power systems in development, WAVE provides custom fleet solutions for mass transit, logistics, airport and campus shuttles, drayage fleets, and off-road vehicles at ports and industrial sites.</p> <p>Wireless charging systems offer several compelling benefits over plug-in-based charging systems, including reduced maintenance, improved health and safety, and expedited energy connection. Furthermore, wireless in-route charging enables greater route lengths or smaller batteries while also maintaining battery life.</p> <p>WAVE customers include the largest EV bus system in the U.S., the Antelope Valley Transit Authority, and its partnerships include Kenworth, Gillig, BYD, Complete Coach Works, and more.</p> <p>By working with our customers to install, operate, and maintain our EV charging systems, WAVE is also a service provider.</p>	*
14	<p>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.</p>	<p>WAVE holds a business license for operations in the State of Utah. No other licenses or certifications are required for WAVE. Our installation subcontractors hold electrical contractor and construction licenses for the applicable states and local jurisdictions (e.g., Texas, California, Washington, Utah, Florida, and others pending.)</p>	*
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Neither WAVE, nor any of its principals, have been suspended or debarred in the past ten years.</p>	*

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	WAVE has received numerous industry and governmental awards in the past five years. These include: 1. US Department of Energy Award – Drayage Electrification Project at Port of Los Angeles 2. Antelope Valley Transit Authority Award 3. Josephine Community Transit's (Josephine) – Maintenance Depot Award 4. Contra Costa Transit Authority (Walnut Creek BART station) 5. McAllen's Transit Department 6. Pinellas Suncoast Transit Authority partnership with BYD Please see the attached full proposal for more details.
17	What percentage of your sales are to the governmental sector in the past three years	WAVE LLC's sales to the governmental sector is greater than 80% in the past three years.
18	What percentage of your sales are to the education sector in the past three years	WAVE LLC's sales to the education sector is 0% in the past three years.
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?	WAVE LLC does not hold any state, provincial, or cooperative purchasing contracts.
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?	WAVE LLC does not hold any GSA or SOSA contracts.

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 *
Pinellas Suncoast Transportation Agency	Henry Lukasik	(727) 540-1845
Antelope Valley Transit Authority	Macy Neshati	(661) 400-7465
Central Contra Costa Transit Authority	Scott Mitchell	(925) 680-2090

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 *
Antelope Valley Transit Authority	Government	California - CA	15 Chargers and 50 vehicles equipped with WAVE charging	\$9,393,000	\$9,393,000
Pinellas Suncoast Transportation Authority	Government	Florida - FL	1 Charger and 4 vehicles equipped with WAVE charging	\$920,000	\$920,000
Central Contra Costa Transit Authority	Government	California - CA	1 Additional charger and 2 vehicles equipped with WAVE charging	\$540,000	\$540,000
Department of Energy	Government	California - CA	Development and deployment of 1 500kW charger and 2 vehicles equipped with WAVE charging	\$4,293,000	\$2,351,000 has already been invoiced
Department of Energy	Government	Washington - WA	Development and deployment of 2 1MW chargers and 2 vehicles equipped with WAVE charging	\$2,667,000	Haven't invoiced for the first phase of the project yet.

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell 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.	WAVE has a strong sales force headquartered in Salt Lake City, Utah. Sales staff cover both the US and Canada and focus on transit districts, state and government agencies, and transportation vehicle manufacturers. With the recent acquisition by Ideanomics, WAVE has access to a much broader sales resource that covers not only the US and Canada but also has global coverage.
24	Dealer network or other distribution methods.	WAVE primarily works through its corporate and Ideanomics sales staff, not through distributors.
25	Service force.	WAVE fields a service team headquartered in Salt Lake City, with an office in California to service our products and systems in the West Coast market.
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.	To request repair for an item covered by the WAVE Extended Services Agreement, or for any other request for service, the Customer's service department emails: BusOps@waveipt.com a. We request the email include the following: (1) Description of the problem, (2) WAVE item serial number located on the equipment, (3) Location of the WAVE item, and (4) Customer contact person including email address and phone number. b. WAVE will respond within 24 hours to the Customer contact provided to WAVE to determine next steps. If needed, WAVE will have a repair person at the Customer's applicable location as soon as reasonably possible to provide diagnosis and/or repair. If a component is needed to repair the WAVE item, lead time for the component will be made available to Customer and replaced as soon as reasonably possible.
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	WAVE is the premier developer of high-powered wireless charging solutions and has the largest wireless medium- and heavy-duty charger system deployment in the world, powering the largest fleet of medium- and heavy-duty EVs in the US, which includes the Antelope Valley Transit Authority in California. We have the ability and the willingness to provide our wireless charging systems to all Sourcewell participating entities in the US.
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	WAVE has contact with many transit authorities and districts in Canada. We have the ability and the willingness to provide our wireless charging systems to all Sourcewell participating entities in Canada.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	WAVE has no geographic areas of the United States or Canada that we will not fully serve.
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?	WAVE has identified no Sourcewell participating entities that we will not fully serve.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	WAVE has no specific contract requirement or restrictions for Sourcewell participating entities in Hawaii, Alaska, or the US Territories.

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>Concerns over the ability of battery-electric buses to match the range of their diesel counterparts remain one of the most significant barriers to the adoption of battery-electric buses by U.S. mass transit agencies.</p> <p>Contrast these concerns with the success of the Antelope Valley Transit Authority (AVTA) in California. Operating the largest, high-power wireless charging system in North America, AVTA runs the nation's largest BEBs fleet, where 75% of the agency's 40-foot vehicles exceed their standard operating range every day.</p> <p>In April 2021, a detailed case study outlining the critical role WAVE technology played in AVTA's success was sent to over 200 transit agencies and partner manufacturers in the U.S. (sample provided).</p> <p>While achieving the range of diesel vehicles is a primary concern, the complexity of purchasing can be daunting as well. As such, the combination of WAVE and Sourcewell overcomes significant barriers to mass transit agencies' transition to EVs.</p> <p>WAVE will leverage the connections forged with this case study by executing a comprehensive marketing and communication plan outlining how WAVE and Sourcewell enable mass transit agencies with faster, easier acquisition of a powerful technology that addressing their most significant concern – the range of battery-electric buses.</p> <ol style="list-style-type: none"> 1. Email communication - to mass transit agencies and other target markets. This would be done using WAVE's database as well as through partner affiliations that WAVE is a member of (example, CALSTART). WAVE will communicate the WAVE / Sourcewell partnership in all regular email communication. In addition, the WAVE/Sourcewell partnership will be promoted in email and marketing communications from our parent company, Ideanomics. 2. Landing page - on WAVE's website that will detail Sourcewell member benefits and contract information. 3. Collateral – that will outline the benefits of Sourcewell purchasing through WAVE and the combined benefits of WAVE and Sourcewell in solving the range extension, while making the purchase process faster and easier. 4. Sales enablement – WAVE's U.S. sales team will be fully trained on Sourcewell process details, presenting <p>Marketing collateral is listed in Appendix A.</p> <p>WAVE marketing collateral has been separately uploaded for:</p> <ul style="list-style-type: none"> • Port Trucks • Transit Buses • Overview of WAVE Technical Advantages
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>WAVE, beyond our webpage (https://waveipt.com/), maintains an extensive social media presence on:</p> <ul style="list-style-type: none"> • Twitter – @waveipt • LinkedIn – https://www.linkedin.com/company/wireless-advanced-vehicle-electrification-inc- • Facebook – https://www.facebook.com/pages/WAVE-IPT/610626432618115 <p>We have robust outreach programs to transit authorities and ports across the US and Canada, and propose to announce our Sourcewell award (if chosen) through our social media channels, partners, and through Ideanomics's extensive social media outreach.</p> <p>Ideanomics social media accounts are:</p> <ul style="list-style-type: none"> • Twitter – @ideanomicshq • LinkedIn – https://www.linkedin.com/company/ideanomicshq • Facebook – https://www.facebook.com/ideanomicshq/
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>The typical WAVE sales opportunity comes to us via RFPs from transit authorities, port authorities, government agencies (federal, state, local), and medium- and heavy-duty vehicle manufacturers. We view the Sourcewell contract as an important tool to assist the transit and port authorities, and state and local government agencies, who may be Sourcewell participants, to simplify their procurement process. We will likely still have to address system specifications unique to the agency's or transit authority's particular application, but having the Sourcewell contract as a tool for the agency or authority will enable them spend less time on competitive procurement.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>WAVE is amenable to an e-procurement ordering process, though we do not currently have a process in place. Historically, the procurement process has been a relatively high dollar, non-commodity, custom-system design contract, which does not easily lend itself to e-procurement.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	WAVE offers a suite of installation, operations, and maintenance training programs. We have uploaded our standard product installation manual. Operations and maintenance training will be offered to Sourcewell participating entities as either included in the system pricing or at a nominal fee, depending on the participating entity training requirements. Vehicle operator training comprises showing the bus or truck driver how to follow the screen alignment window directions, and is included in system pricing. Vehicle operator training comprises showing the bus or truck driver how to follow the screen alignment window directions, and is included in system pricing.	*
37	Describe any technological advances that your proposed products or services offer.	WAVE's technology focuses on creating practical and economical solutions for the transit and off-road industrial electric vehicle markets worldwide and overcomes battery limitations in electric vehicles by delivering energy inductively using electrical infrastructure embedded in the roadway and a vehicle mounted receiver. WAVE is advancing its technology to additional markets, by integrating wireless charging on electric top loaders. This high power wireless charger will be for the first ever demonstration of an all-electric container handler. WAVE is also working to install a 500kW wireless extreme fast charger for two EV drivetrain drayage trucks. Further, WAVE is contracted to deliver a 1MW charger that provides over 400 miles of range for the daily round-trip package delivery routes from Seattle to Portland.	*
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.	WAVE's technology focuses on creating practical and economical solutions for the transit and off-road industrial electric vehicle markets worldwide and overcomes battery limitations in electric vehicles by delivering energy inductively using electrical infrastructure embedded in the roadway and a vehicle-mounted receiver. WAVE provides quantified Greenhouse Gas (GHG) emissions analyses to our prospective customers to enable them to report climate change progress, or claim carbon credits. In California, our systems qualify for the State's Low Carbon Fuel Standard (LCFS), as well as the similar Clean Fuels Program (CFP) in Oregon. In working with our customer, Antelope Valley Transportation Authority (AVTA), the "green" metrics we quantified were: <ul style="list-style-type: none"> • GHG emissions avoided – 1.3M tons (since 2016) • Gallons of diesel fuel avoided – 285,000 (since 2016) Please see the attached full proposal for a typical GHG report we provide to our customers.	*
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.	At this time US EPA has developed only the EnergyStar program certification for Level 2 conductive EVSE and is currently developing the conductive DC fast charger certification program requirements. When EPA begins development on conductive charger certification, we will participate and intend to become EnergyStar certified.	*
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.	None.	*

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>Please refer to the attached full proposal to view WAVE's system technology. The extreme high power charging capability makes our technology unique in the industry. The electrification of medium- and heavy-duty vehicles is critical for our transit agencies, port authorities, and state and local government agency customers to attain their zero emission commitments. Our wireless charger products and services make that job easier.</p> <p>WAVE's wireless charging technology works by transferring power through the air, from an embedded charging pad placed in the pavement to a receiving pad mounted on the vehicle's undercarriage. The pad embedded in the ground is sturdy enough to be run over all day without the damage, has no moving parts, and avoids the risks associated with above-ground charging equipment.</p> <p>The primary charging pad is embedded in the ground and can be used for successive generations of electric vehicles. WAVE's system is designed with the future in mind. The infrastructure is designed to be easily accessible, enabling future updates and upgrades without major construction.</p> <p>WAVE's wireless charging system provides enough charging power to allow an electric vehicle to complete virtually any duty cycle that a traditional diesel bus completes on a regular basis, but without any of the negative aspects of diesel use such as high pollution emissions and a noisy, unpleasant passenger experience.</p> <p>WAVE's wireless charging technology works by transferring power through the air, from an embedded charging pad placed in the pavement to a receiving pad mounted on the vehicle's undercarriage. The pad embedded in the ground is sturdy enough to be run over all day without the damage, has no moving parts, and avoids the risks associated with above ground charging equipment.</p> <p>The primary charging pad is embedded in the ground and can be used for successive generations of electric vehicles. WAVE's system is designed with the future in mind. The infrastructure is designed to be easily accessible, enabling future updates and upgrades without major construction.</p> <p>WAVE's wireless charging system provides enough charging power to allow an electric vehicle to complete virtually any duty cycle that a traditional diesel bus completes on a regular basis, but without any of the negative aspects of diesel use such as high pollution emissions and a noisy, unpleasant passenger experience.</p>
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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>All WAVE provided, products, parts and labor are covered. 3rd party equipment e.g. grid connection side is not included.</p> <p>WAVE's sole obligation with respect to this service is to repair, replace, or correct, at WAVE's expense, any defects in the physical WPT components. WAVE will determine (i) the type of repair or replacement in his or her sole discretion, (ii) if WAVE will perform the repairs itself or if WAVE will authorize the Customer to make the repair or subcontract the repair. The removed items will belong to WAVE and the replacement parts/components will assume the balance of this agreement.</p>
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Exclusions: Customer acknowledges that following cases are excluded from this agreement and WAVE is not bound to perform any service related to:</p> <ul style="list-style-type: none"> a. Improper care or use of the WAVE system or any component thereof. b. Any alteration or repair made by Customer or a third party not approved by WAVE in writing beforehand. c. Any material delay in reporting a condition that results in further degradation or harm to the relevant component. d. Improper site preparation or maintenance, improper installation, cosmetic damage such as scratches and dents, or normal aging. e. Abuse, vandalism, damage or other problems caused by accidents, misuse or negligence. f. Damage as a result of extreme power surge, extreme electromagnetic field or any acts of nature. Any other causes beyond the control of WAVE. g. Damage to the Charging Station caused by software, interfacing, parts, supplies or any other product not supplied by WAVE.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>WAVE will perform the yearly maintenance and on-site inspection once per year.</p> <p>(Any travel expenses beyond will be charged additionally. Multiple products can be worked on during a trip.)</p>

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 geographic restrictions apply in USA or Canada. We are working on extending to local support and if scale of deployment allows, dedicated technicians or partners are put in place. E.g. California has a dedicated service team right now.	*
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?	Any defects in the physical WPT components are covered by WAVE directly.	*
47	What are your proposed exchange and return programs and policies?	<p>Claims/ Request for Service: To request repair for an item covered by the WAVE Extended Services Agreement, or for any other request for service, the Customer's service department should send an email to: BusOps@waveipt.com</p> <p>a. Included in the email should be the following: (1) Description of the problem, (2) WAVE item serial number located on the equipment, (3) Location of the WAVE item, and (4) Customer contact person including email address and phone number.</p> <p>b. WAVE will respond within 24 hours to the Customer contact provided to WAVE to determine next steps. If needed, WAVE will have a repair person at the Customer's applicable location as soon as reasonably possible to provide diagnosis and/or repair. If a component is needed to repair the WAVE item, lead time for the component will be made available to Customer and replaced as soon as reasonably possible.</p>	*
48	Describe any service contract options for the items included in your proposal.	<p>Option 1: Parts only – WAVE's sole obligation with respect to this service is to provide the physical components, at WAVE's expense, for any defects in the physical WPT components. At the time of the request for service, WAVE will provide to the customer a quote for the cost of a service technician, if required.</p> <p>Option 2: Parts and service - WAVE's sole obligation with respect to this service is to repair, replace, or correct, at WAVE's expense, any defects in the physical WPT components.</p> <p>WAVE will determine (i) the type of repair or replacement in his or her sole discretion, (ii) if WAVE will perform the repairs itself or if WAVE will authorize the Customer to make the repair or subcontract the repair. The removed items will belong to WAVE and the replacement parts/components will assume the balance of this agreement.</p>	*

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.)	Performance standards and guarantees are tailored to the customer. We offer service level agreements (SLAs) and guarantees for uptime. We routinely monitor charger power levels and can provide power management as part of our overall charger management capabilities. Please refer to the figure in the attached full proposal which demonstrates how we monitor charger metrics and reliability for transit customers.	*
50	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>WAVE offers a full cloud-based data monitoring system that enables us to offer robust system monitoring, measurement of system metrics, and measurement of key performance indicators (KPIs).</p> <p>As part of the charger and vehicle receiver WAVE provides a data management solution that can support optimizing the utilization of vehicles and chargers. The solution is cloud-based and provides real time data and analytics through a web interface and an API.</p> <ul style="list-style-type: none"> • Vehicle consumption kWh/mi • State of Charge (SOC) • Miles of range extension added • Telematics data (Miles driven, speed, location etc) • Charge detail records (CDR) 	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
51	What are your payment terms (e.g., net 10, net 30)?	Our payment terms are a 50% deposit - balance net 30.
52	Describe any leasing or financing options available for use by educational or governmental entities.	Our transit agency and port authority customers typically prefer to own our systems. However, WAVE is open to leasing or financing options should that be an arrangement our customer prefers.
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.	WAVE will process orders directly with the Sourcewell members and will track order details for quarterly payment of the administration fee on any products purchased from WAVE.
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?	Yes. However, most of our customer orders are above typical P-card limits.

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.	WAVE's pricing model is transparent and relatively simple. We offer several power level charger systems (50kW, 250kW, 380kW, and future 500kW, and 1MW). We have uploaded a table of our models, including discount levels. We have also listed options for installation, training, and other services that we customize depending on our customer requirements.
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.	WAVE proposes to offer volume discounts to Sourcewell participating entities starting 15% for a quantity of 1 to 9. Starting at quantities from 9, the volume discounts increase ranging from 20 to 40% depending on volume.
57	Describe any quantity or volume discounts or rebate programs that you offer.	See above response for volume discounts. We have not instituted rebate programs at this time, but will consider such programs if our transit agency and port authority customers indicate an interest.
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.	WAVE typically does not source non-WAVE manufactured products. However, if this is requested by a Sourcewell participant entity, we can do this on a case-by-case basis with minimal mark up.
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.	We are transparent in our pricing and include everything in the price of our bid.
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.	We provide shipping estimates but the customer typically pays for that expense. Please see the attached price sheet for shipping estimates by region.
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We provide shipping estimates but the customer typically pays for that expense.
62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	WAVE has the capabilities to design, engineer, build, operate, and maintain, and makes available these as options to our customers.

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.	WAVE proposes to offer pricing to Sourcwell participating entities at a better discount from our standard pricing than our typical pricing offers to GPOs, cooperative procurement organizations, or state purchasing departments. For single quantity orders, WAVE proposes to offer a 15% discount to Sourcwell members from our standard MSRP. We propose to discount further ranging from 15 to 40% depending on the volume of the order. We have uploaded our pricing table, which shows our customized price offering for Sourcwell participating entities.

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 Sourcwell. This process includes ensuring that Sourcwell 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 Sourcwell.	A WAVE staff member from a separate department will be chosen to conduct an annual program audit. The WAVE team is well versed in CRM usage and can use this tool to properly self-audit. If awarded, any potential Sourcwell contracts will be appropriately labeled and tracked so they receive contract pricing and terms. Once a sale has been reached the CRM can be used as a reporting tool for itemized reporting and to calculate the administrative fee.
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.	Internal CRM used to track progress of such metrics as Sourcwell entity, order dollar value, product quantity, delivery schedule, etc. The WAVE project manager assigned to each contract will measure success.
66	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell 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.)	WAVE proposes a fee of 2% of order value to remit to Sourcwell. We will not add the fee to the customer order.

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

Line Item	Question	Response *
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67	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>WAVE provides a full charging solution for heavy-duty inductive charging systems. WAVE's wireless charging technology works by transferring power through the air, from an embedded charging pad placed in the pavement to a receiving pad mounted on the vehicle's undercarriage. The pad embedded in the ground is sturdy enough to be run over all day without the damage, has no moving parts, and avoids the risks associated with above ground charging equipment. The primary charging pad is embedded in the ground and can be used for successive generations of electric vehicles. WAVE's system is designed with the future in mind. The infrastructure is designed to be easily accessible, enabling future updates and upgrades without major construction. WAVE's wireless charging system provides enough charging power to allow an electric vehicle to complete virtually any duty cycle that a traditional diesel bus completes on a regular basis, but without any of the negative aspects of diesel use such as high pollution emissions and a noisy, unpleasant passenger experience.</p> <p>Reliability WAVE advanced charging systems combine reliability and scalability with unparalleled technological elegance to bring a seamless almost invisible charging system to fleets across the country.</p> <p>WAVE provides a full charging solution for heavy-duty inductive charging systems. WAVE's wireless charging technology works by transferring power through the air, from an embedded charging pad placed in the pavement to a receiving pad mounted on the vehicle's undercarriage. The pad embedded in the ground is sturdy enough to be run over all day without the damage, has no moving parts, and avoids the risks associated with above-ground charging equipment. The primary charging pad is embedded in the ground and can be used for successive generations of electric vehicles. WAVE's system is designed with the future in mind. The infrastructure is designed to be easily accessible, enabling future updates and upgrades without major construction. WAVE's wireless charging system provides enough charging power to allow an electric vehicle to complete virtually any duty cycle that a traditional diesel bus completes on a regular basis, but without any of the negative aspects of diesel use such as high pollution emissions and a noisy, unpleasant passenger experience.</p> <p>Reliability WAVE advanced charging systems combine reliability and scalability with unparalleled technological elegance to bring a seamless, almost invisible charging system to fleets across the country.</p> <p>Several factors contribute to WAVE being among the most reliable chargers in the heavy-duty sector. First, WAVE systems have no moving parts, which drastically reduces the number of potential points of failure. While other systems utilize servos, contacts and wires that suffer from wear and tear over the rigorous duty cycles associated with transit service, WAVE charging systems only require an operator to park over a pad and hit a button to start charging—no moving parts needed, no wear and tear. And the resiliency of the technology is unmatched. WAVE systems have seen action in some of the most dynamic climates in which transit systems operate. Whether in the icy Logan, Utah region or the hot high desert of the Antelope Valley, WAVE systems have consistently provided reliable charging for transit agencies.</p> <p>Beyond their rugged reliability, WAVE's latest-generation systems have been engineered to be future-proof. These systems can be scaled up or down to meet the unique needs of each transit agency or route, from 50 kW all the way up to 1MW. The most recent trend has been towards WAVE's 250 kW charging systems, with these systems bookending Los Angeles County from the ocean (Long Beach Transit) to the desert (Antelope Valley Transit Authority). WAVE is positioned better than any other technology to grow and evolve with the battery-electric bus industry. The consistency of WAVE chargers is borne out in the data collected by transit agencies using the technology. CCCTA (Contra Costa County Transit Authority) began operation of a WAVE 50kW charger in October of 2016 and has since logged ~700 MWhrs of charging, with the primary charging station operating at an approximate 50% duty cycle during a typical day, and an uptime of approximately 99%.</p> <p>Beyond their rugged reliability, WAVE's latest generation systems have been engineered to be future proof. These systems can be scaled up or down to meet the unique needs of each transit agency or route, from 50 kW all the way up to 1MW. The most recent trend has been towards WAVE's 250 kW charging systems, with these systems bookending Los Angeles County from the ocean (Long Beach Transit) to the desert (Antelope Valley Transit Authority). WAVE is positioned better than any other technology to grow and evolve with the battery electric bus industry. The consistency of WAVE chargers is borne out in the data collected by transit agencies using the technology. CCCTA (Contra Costa County Transit Authority) began operation of a WAVE 50kW charger in October of 2016 and has since logged >~700230 MWhrs of charging, with the primary charging station operating at an approximate 50% duty cycle during a typical day.</p> <p>Please see the attached full proposal for more details and product data sheets.</p>
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68	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Wireless extreme fast charging</p> <p>Extreme fast charging is a sub-category of our primary 250kW current business. Under contract to the US DOE, WAVE is developing both a 500kW and a 1MW extreme fast charging system (W-XFC). A block diagram of the major components in the W-XFC system from MV grid to Class-8 truck battery is shown in the full proposal.</p> <p>Inductive wireless power transfer refers to wireless transfer from a primary coil embedded in the roadway and a receiving coil mounted on the truck. This is a mature and proven technology capable of achieving the required power levels with large airgaps and is generally tolerant of varying environmental conditions, including rain and snow. The power is transferred using magnetic fields that are created by using a resonant inverter to create high frequency AC currents to energize a charging coil, whose magnetic field induces an AC voltage within the receiver coil that is rectified and regulated to charge a battery.</p> <p>WAVE has developed a wireless charging system capable of transferring up to an industry leading 250 kW for bus charging applications over an air gap of up to 250 mm (10 in). This is achieved by using a scalable modular approach. For this project, WAVE will increase the power level to 500 kW. To achieve this power level, WAVE will focus on increasing power rating and density of both the electronics and coil design.</p> <p>The current state-of-the-art for electric drayage truck charging features primarily conductive chargers. The recently announced Tesla Semi concept design has the largest advertised range of 500 miles with a target 80% charge in 30 minutes. The battery pack is estimated to be at least 800 kWh (likely much higher to cover full load and all conditions) and must have a target charge rate of at approximately 1.5 MW. The system under development via the US DOE contract of charging an electric drayage truck at extreme fast charging power levels will be the fastest charger by a significant margin.</p> <p>This very high power wireless charging system, coupled with an advanced battery pack that supports high rate charging, has the potential to enable cost effective commercial trucks to provide high levels of daily utilization. Cost effective trucks (made possible by using batteries with relatively modest levels of energy capacity) with high levels of utilization can deliver exceptional total cost of ownership to many fleet operators. It is believed that use cases are not limited to Class 8 drayage (or Transit bus), but rather to a number of urban applications.</p> <p>The W-XFC system will allow heavy-duty trucks and transit buses to be recharged in 20-30 minutes, which is significantly faster than the standard 1-2 hours charging time for existing electric trucks. As a result, new fast charging electric trucks will be able to recharge during short dwell times when containers are being loaded and unloaded.</p>
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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 checked="" type="radio"/> Yes <input type="radio"/> No	WAVE provides non-networked EV charging systems. However, our customers are becoming increasingly sophisticated in their need for data acquisition, which require networked charging systems. Also, electric utilities have promoted demand response programs that require charger control to mitigate high grid demand. Thus, customers almost universally specify networked charging systems.
70	Network electric vehicle charging hardware	<input checked="" type="radio"/> Yes <input type="radio"/> No	WAVE provides networked EV charging systems. Our systems communicate primarily via cellular directly to our back office. We offer a WiFi option for those systems with multiple chargers.
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	WAVE provides a suite of services related to our EV charging systems, including: <ul style="list-style-type: none"> • Installation • Maintenance/repair • Parts/supplies • Warranty, extended warranty, and non-warranty programs • Training for facility operations • Training for EV drivers Our transit agency and port authority customers are site owner/operators, which means we typically don't own or lease charging sites. However, as that situation arises, WAVE has the capability to execute site host lease agreements.
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	WAVE provides top level site assessments for preliminary quotation purposes. For detailed proposals, and prior to conduct of project installation, we provide detailed site assessment, site preparation, and installation services through our network of qualified installation contractors.
73	Network service provider or operator	<input checked="" type="radio"/> Yes <input type="radio"/> No	WAVE operates OCPP communications protocol for our back office. We currently communicate primarily with our WAVE systems. However, OCPP communications protocol enables us to communicate with all other EV charger hardware that is OCPP-compliant. We are also Open ADR 2.0b capable, which enables our back office to accept electric utility signals during a time of peak demand. We are then able to control our system power levels accordingly
74	Charge monitoring, reporting, or billing services	<input checked="" type="radio"/> Yes <input type="radio"/> No	WAVE provides charge session monitoring, reporting, and in special cases billing. Our customers do not often bill for charge sessions, since they are typically fleet owner/operators (e.g., buses, heavy-duty trucks, port vehicles).
75	Grid or power management solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our back office can accept demand response signals from electric utilities, and perform other grid services and management functions.

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.	For WAVE to ensure that our customers are being provided the best solution, we need to have a clear understanding of their needs, including typical duty-cycles, proposed charging windows, and potential charging locations either at the depot or in-route. Once we understand the customers needs, WAVE will coordinate with the customer for site assessments at the appropriate locations to determine best charger locations and practices and to estimate associated costs with installation (appropriate transformers, switchgear, etc.)
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.	WAVE maintains a network of contractors who have successfully installed WAVE systems. WAVE vets potential installation contractors via an extensive series of requirements for qualification, including certificate of insurance, applicable contractor license, references, financial stability, technical qualifications, and many other factors. We review our network frequently and audit contractors to ensure they maintain our stringent requirements.
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>During the project installation phase, we collect:</p> <ul style="list-style-type: none"> • Customer name, location, customer point of contact (name, email, phone) • WAVE equipment (model number), quantity, power level, serial number • Electrical service amperage, voltage, electric utility, conduit size and run length • Pictures (before, during, after), final construction drawings • Permit, final inspection documentation, commissioning documentation <p>Please see the attached full proposal for figures that delineate charger installation details as well as roles and responsibilities.</p> <p>Operational Data. During operation, we collect: As part of the charger and vehicle receiver WAVE provides a data management solution which can support optimizing the utilization of vehicles and chargers. The solution is cloud based and provides real time data and analytics through a web interface and an API.</p> <p>On the charger side, we collect:</p> <ul style="list-style-type: none"> • Customer name, WAVE equipment info, date • Charge session info: session length, power level (kW), energy dispensed (kWh) • Number of daily charge sessions <p>On the vehicle side, we collect:</p> <ul style="list-style-type: none"> • Vehicle consumption kWh/mi • State of Charge (SOC) • Miles of range extension added • Telematics data (Miles driven, speed, location etc) • Charge detail records (CDR) <p>Third party backend systems can be also integrated via OCPP if desired to manage the charger status. Customized reports can be retrieved from the WAVE systems and relevant KPIs analyzed.</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.	WAVE uses a database configuration that stores data both onsite in Salt Lake City, Utah and in our datacenter in Southern California. Both data centers are secured behind commercial-grade firewalls and directory-based user authentication.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

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](#) - WAVE Financial Strength and Stability_Sourcewell_22April2021.pdf - Thursday April 22, 2021 13:57:42
 - [Marketing Plan/Samples](#) - WAVE Marketing Material_Sourcewell proposal_22 April 2021_r.pdf - Thursday April 22, 2021 13:57:57
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - WAVE Documentation Sourcewell_Warranty Information_22 April 2021.pdf - Thursday April 22, 2021 11:44:43
 - [Pricing](#) - WAVE Documentation Sourcewell_Pricing_22 April 2021.pdf - Thursday April 22, 2021 11:44:29
 - [Upload Additional Document](#) - WAVE Documentation Sourcewell proposal_22 April 2021_r.pdf - Thursday April 22, 2021 13:58:39

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. - Jory Peppelaar, Business Development Manager, Wireless Advanced Vehicle Electrification, LLC

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

Yes No

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

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

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