



## **Solicitation Number: RFP #051123**

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Positive Energy Inc., 1221 Brickell Avenue, Suite 900, Miami, FL 33131 (Supplier).

Sourcewell is a State of Minnesota local government unit 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 eligible 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 Fleet Electrification Transition Planning, Management, and Related Services from which Supplier was awarded a contract.

Supplier 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.

**EXPIRATION DATE AND EXTENSION.** This Contract expires July 19, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

#### **2. EQUIPMENT, PRODUCTS, OR SERVICES**

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier'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 and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier'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. Supplier 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, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier'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 extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier'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, Supplier 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. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier 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, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell 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**

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

- Identify the applicable Sourcewell 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 Change Request Form will become an amendment to this Contract and will 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. Supplier 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.

Supplier 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. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier'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 Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. 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 or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. 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 Supplier, 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 negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. 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 not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier 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 Supplier 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 equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

**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. Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

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

B. BUSINESS REVIEWS. Supplier 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, sales data reports, performance issues, 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, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity 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 Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier 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. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell 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 Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier 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 Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier 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.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier 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 to this Contract 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 party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. 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 of this Contract, 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. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier 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. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier 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, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.



b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier'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 their respective subsidiaries, distributors, dealers, resellers, 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. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. 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. *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 suppliers which may be used until the next printing). Supplier 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 Supplier 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. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota 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 by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination 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 Supplier 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 Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the 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, Supplier 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.* Supplier 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 liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier 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, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier 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 Supplier'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 Supplier to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell 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 Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development 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 Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. 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.** Supplier 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 Supplier 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 Supplier or its subcontractors. Where permitted by law, Supplier 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.** Supplier 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 Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

Supplier 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. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier 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 have additional requirements based on specific funding source terms or conditions. 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 Supplier’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. Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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).

Supplier 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. Supplier 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). Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers 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, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier 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, Supplier 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, Supplier 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). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and



records of Supplier that are directly pertinent to Supplier'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 Supplier'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.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

Sourcewell or Supplier 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 Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Positive Energy Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 7/13/2023 | 8:03 PM CDT

DocuSigned by:  
*Vincent Benini*  
3990E118402E4C6...  
By: \_\_\_\_\_  
Vincent Benini  
Title: Chief Commercial Officer  
Date: 7/17/2023 | 10:44 AM PDT

Approved:

DocuSigned by:  
*Chad Coquette*  
48BAF71B0894454...  
By: \_\_\_\_\_  
Chad Coquette  
Title: Executive Director/CEO  
Date: 7/17/2023 | 12:46 PM CDT

# RFP 051123 - Fleet Electrification Transition Planning, Management, and Related Services

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## Vendor Details

Company Name: Positive Energy Inc  
Does your company conduct business under any other name? If yes, please state: PositivEnergy  
Address: 1221 Brickell Ave  
Suite 900  
Miami, Florida 33131  
Contact: Vincent Benini  
Email: vincent@positivenergy.us  
Phone: 631-988-0623  
HST#: 84-1994319

## Submission Details

Created On: Tuesday April 11, 2023 09:15:31  
Submitted On: Wednesday May 10, 2023 19:02:37  
Submitted By: Devora Naftali  
Email: devoranaftali@positivenergy.us  
Transaction #: 75a9e7fb-eea9-4a09-918d-fcdd6080721b  
Submitter's IP Address: 108.5.215.128

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## 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 (one legal entity only):<br>(In the event of award, will execute the resulting contract as "Supplier")   | Positive Energy Inc.   |
| 2         | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.  | N/A - We do not have any subsidiaries  |
| 3         | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.   | PositivEnergy  |
| 4         | Provide your CAGE code or Unique Entity Identifier (SAM):  | XR4SLY2PJ6V5   |
| 5         | Proposer Physical Address:   | 1221 Brickell Avenue, Suite 900, Miami, FL 33131   |
| 6         | Proposer website address (or addresses):   | www.positivenergy.us   |
| 7         | 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): | Vincent Benini, Chief Commercial Officer, 1221 Brickell Avenue, Suite 900, Miami, FL 33131, vincent@positivenergy.us, 631-988-0623           |
| 8         | Proposer's primary contact for this proposal (name, title, address, email address & phone):  | Devora Naftali, Sr. Director of Channel Sales, 1221 Brickell Avenue, Suite 900, Miami, FL 33131, deora@positivenergy.us, 646-309-6459        |
| 9         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):   | Morgan Kerns, Senior Director of Project Management, 1221 Brickell Avenue, Suite 900, Miami, FL 33131, morgan@positivenergy.us, 386-956-5471 |

**Table 2: Company Information and Financial Strength**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 10        | 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. | PositivEnergy was founded in 2019 by a team of seasoned executives and commercial electrification veterans. We started as a utility grade battery storage company, knowing it all begins with access to dependable, affordable energy. In 2021, based on increased market demand, we began to include the planning and delivery of EV Charging hardware, software, and end-to-end infrastructure development to our suite of solutions. This allowed our company to help clients with energy arbitrage, cost savings, power stability, and additional revenue streams at scale. Today, we serve fleets with mission critical EV Charging, Infrastructure, and Battery Storage needs. Our customers, spanning municipalities, stadiums, hospitals, and commercial warehouses, require uptime well above the industry average of 80%. Our hardware, spanning sourced and contract manufactured equipment, are hand selected for our clients to be fleet scale and highly durable, as opposed to many competitive products, which are consumer grade. Our One+Source approach goes beyond turnkey, offering a customizable approach to large scale deployments including guidance on site selection, hardware and software design, financial modeling and grant writing, installation, maintenance, and warranty. This allows clients to participate and lead as much or as little of the end to end process as they like, while having one point of contact through the initiative. |

|    |  |  |   |
|----|--|--|---|
| 11 | What are your company's expectations in the event of an award?   | We believe winning this award will fit seamlessly, if not streamline, our current Go-To-Market and operational processes. Given our holistic solution suite, we are seeing a great deal of demand from municipalities and other government entities. This demand is driven both by our direct sales and marketing teams as well as by preferred partnerships with companies such as Battle Motors, NextEra, Iotecha, and Borg Warner. The ability to expedite the RFP process by working with Sourcewell would allow these clients to electrify more quickly, addressing various mandates. In addition, as we anticipate even more demand being driven by this award, PositivEnergy plans to dedicate a sales and service channel specifically devoted to the Sourcewell program. This will include a dedicated inside sales and direct sales team supported by the marketing team, who will provide relevant marketing materials and training catered to Sourcewell participating entities. Our marketing team also expects to work directly with Sourcewell to promote the award. Tactics would include, but not be limited to PR, social posts, co-branded live and digital events. Finally, in terms of execution, our Operations team handles all aspects of deployment and execution. They will do so for Sourcewell participants as well. | * |
| 12 | 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.   | PositivEnergy is a privately held company that has raised over \$7M from seed capital and strategic investors. Most recently the company closed a \$5M convertible note in June 2022. We have developed close partnerships with leading industry suppliers such as Borg Warner (Rhombus), Iotecha, and EVConnect. Additionally, on the customer side, we partner with leading electrical vehicle OEM's such as Battle Motors (Crane Carrier) and leading energy sector players such as NextEra Energy. We have delivered projects to such high profile customers as the Seattle Kraken and Beckham Miami stadiums. In addition to our own financial stability, PositivEnergy's clients have an additional protective layer. Any physical equipment or ongoing software is backed by our partners guarantees, warranties, and service agreements. BorgWarner, parent company to Rhombus who is one of our strategic suppliers of L3 chargers, for example, is a 95 year old company that generated over \$14B in 2021. EVConnect, our software partner and a Sourcewell vendor, was acquired by Schneider Electric, a company with an \$87B market cap. (See Additional Documents for Supporting Letters from Borg Warner/Rhombus and EVConnect)  | * |
| 13 | What is your US market share for the solutions that you are proposing?   | The hardware we represent constitutes ~ 5% of US market share based on publicly available charger deployment data. For our consulting services it is challenging to identify a percentage, given the limited availability of US fleet deployment metrics.  | * |
| 14 | What is your Canadian market share for the solutions that you are proposing?   | While PositivEnergy has no direct market share in Canada, our solutions - including our ability to provide detailed consultative guidance - are compliant with Canadian guidelines and regulations. We do not have a sales force in Canada at this time, but have plans to expand within the next 12-18 months.  | * |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.   | No   | * |
| 16 | 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.<br>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?<br>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? | PositivEnergy is a value added reseller of best in class hardware, software, and turnkey infrastructure solutions.<br><br>We have formal agreements with Borg Warner (Rhombus), EV Connect, and Iotecha. We also source mobile chargers and energy storage solutions from a variety of manufacturers as part of our service offering to customers. PositivEnergy currently has a US-based sales and marketing team of 5 people and growing, with an Ambassador network of 30. Our direct sales team manages the sales process directly with clients. Our Ambassadors, comprised of OEMs, C-Suite Executives, and Dealers, provide us with highly qualified leads that are executed by the internal team.   | * |
| 17 | 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.  | PositivEnergy holds the highest standards for equipment to assure products have been tested to applicable standards. Our hardware solutions are all UL, CSA and, IEEE certified. Our relevant design and construction partners have their Professional Engineer License and Master Electrician's License (required by state). A portion of PositivEnergy's product portfolio is Buy America compliant.   | * |
| 18 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.   | None   | * |

**Table 3: Industry Recognition & Marketplace Success**

| Line Item | Question   | Response *   |   |
|-----------|--|--|---|
| 19        | Describe any relevant industry awards or recognition that your company has received in the past five years   | Our team has been invited to give keynote sessions at WasteExpo 2023, The Energy Professionals Association, NY State Professional Engineering Society, Association of Energy Engineers and Eilat Eilat International Renewable Energy Conference in Israel, and Velocity Truck Centers Municipality Electrification Webinar. | * |
| 20        | What percentage of your sales are to the governmental sector in the past three years   | 25% (Either through direct sales or sub-contracting through our strategic partners)  | * |
| 21        | What percentage of your sales are to the education sector in the past three years  | 40% (Either through direct sales or sub-contracting through our strategic partners)  | * |
| 22        | 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?          | None   | * |
| 23        | 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? | None   | * |

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers to whom you have provided equipment, products, or services similar to the solutions sought in this RFP and who are eligible to be Sourcewell participating entities.

| Entity Name *   | Contact Name * | Phone Number * |   |
|---|----------------|----------------|---|
| Richmond Board of Education (in partnership with NextEra) | Paul Morrison  | 267-271-8599   | * |
| City of Plano, Texas (in partnership with Battle Motors)  | Paul Marsolan  | 310-447-8131   | * |
| City of Los Angeles, California                           | Ron Cole       | 818-752-5703   | * |

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional) to whom you have provided equipment, products, or services similar to the solutions sought in this RFP, 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 * |   |
|--|---------------|--------------------|--|------------------------|----------------------------------|---|
| Richmond Board of Education (in partnership with NextEra Energy) | Education     | California - CA    | 10 Vehicle-to-grid capable DCFC EV stations and infrastructure to support a school bus electrification project in Richmond, California benefitting underserved communities. First phase of 3 total planned deployments at this site. | \$556,596.60           | \$556,596.60                     | * |
| City of Plano (in partnership with Battle Motors)                | Government    | Texas - TX         | 1 DCFC charger for an electric refuse truck pilot project.   | \$106,867.00           | \$106,867.00                     | * |
| City of Los Angeles  | Government    | California - CA    | 1 Mobile EV charging station to support electric short-haul refuse fleet vehicle demo prior to future larger electrification.  | \$49,672.80            | \$49,672.80                      | * |
| Eureka Recycling   | Non-Profit    | Minnesota - MN     | 1 DCFC EV station and infrastructure to support initial zero emission pilot fleet of refuse trucks   | \$58,734.00            | \$58,734.00                      | * |
| Johns Hopkins University   | Education     | Maryland - MD      | Power quality study to solve power quality issues that were impacting scientific research equipment in 11 buildings on the university's campus and quantify system size requirement for followup project.                            | \$27,250.00            | \$27,250.00                      | * |

**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 *   |   |
|-----------|--|--|---|
| 26        | Sales force.   | PositivEnergy currently has a US-based sales and marketing team of 5 people and growing, with an Ambassador network of 30.   | * |
| 27        | Dealer network or other distribution methods.  | PositivEnergy is the preferred EV charging provider for Battle Motors (Crane Carrier). We offer our EV charging hardware, software, and infrastructure services to their entire dealer network, representing over 180 US dealerships.  | * |
| 28        | Service force.   | Our Operations team oversees a nationwide partnership network of certified and highly-experienced technicians and contractors. The team's charter is the seamless, single source (branded One+Source) coordination of all hardware and software selection, installation, commissioning, and ongoing service and maintenance.   | * |
| 29        | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.  | Regardless of lead source our direct sales team takes the orders and processes everything for the customer.  | * |
| 30        | 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.  | PositivEnergy's One+Source approach allows for one, central, consolidated approach to customer service and support. We act as the lead, coordinating all aspects of service. Our preferred partnerships and strong relationships with our network of equipment providers and technicians further ensures the best possible experience for our customers. We handle incoming service tickets with 24-7 email support. Our team, when applicable, also proactively monitors customers on-network charger health and connectivity to identify issues before they are reported. Once a customer submits a concern through the PositivEnergy platform or if an issue is proactively identified, it is reviewed by our team and addressed remotely or a technician is dispatched to the site. As our team works through service issues they will continuously keep the charger owner and any affected drivers informed of the current issue status and final resolution. | * |
| 31        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.   | PositivEnergy is willing and able to provide products and services across all 50 US States.  | * |
| 32        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.  | PositivEnergy is willing and able to provide products and services across all of Canada.   | * |
| 33        | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.   | While we service all locations, locations outside of the continental United States as well as the Northern Canada territories may be subject to alternate costs or service SLAs.   | * |
| 34        | 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? | While we service all locations, locations outside of the continental United States as well as the Northern Canada territories may be subject to alternate costs or service SLAs.   | * |
| 35        | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.   | Locations outside of the continental United States may be subject to alternate costs or service SLAs.  | * |



**Table 7: Marketing Plan**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 36        | 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>We will take a multi-channel approach to marketing this contract opportunity.</p> <p>1) Sales channel: Municipalities and government entities are amongst our top target markets. We would train our sales team on the value of the Soucewell contract to these entities - both encouraging Sourcewell participants to see our participation as a value add as well as driving new participants into the program. We would incorporate this into all sales enablement - collateral, one-sheets, email templates, and FAQ documents, amongst other materials. We would also leverage our CRM platform to insure we were tracking leads from Sourcewell as well and providing our Sourcewell pricing to these entities.</p> <p>2) Strategic partner channel: Battle Motors and EVConnect are strategic partners of ours and Sourcewell vendors. By having all of us within the platform, we could create compelling packages and offerings spanning our respective solutions. We would address this through means such as cross promotion on each other's websites, co-developed Sourcewell pricing and packaging sheets, co-developed collateral, and training.</p> <p>3) Ambassador program channel: Much like our sales team, we would train our Ambassadors, and educate them on the value of the Sourcewell contract to our target market. We would tailor all ambassador enablement, insuring an understanding of the program and its value as part of their lead generation and promotion efforts</p> <p>4) PE Owned Marketing channels: We would create a sub-section of our Website outlining our involvement with Sourcewell and the value it provides our municipal clients. We would promote the relationship at a regular cadence through our social channels. Finally, we would work with Sourcewell participants who have worked with us on case studies, which would be highlighted in all of these channels.</p> <p>5) Paid Marketing channels: We would promote all of the above via our SEO and paid media strategies.</p> |
| 37        | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.  | <p>Our multi-channel marketing strategy would be supported by technology and data, from lead generation all the way to renewal</p> <p>1) Salesforce: This is our CRM system, where we track all leads by source, manage the stages of client engagement, and store our pricing and planning information. Sourcewell would be integrated into this process from lead to solution development to close.</p> <p>2) Google Analytics &amp; Social Metrics: These tools allow us to track engagement. From there we can optimize which channel is performing best for us, retarget as needed, and also think through our messaging and creative.</p> <p>3) Sourcewell Data: We would be very receptive to receiving analytics from Sourcewell as well. Visits to our page within the site and comparison with other vendors. This would also allow us to understand where we can improve and drive more engagement.</p>   |
| 38        | 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?                                | We would be thrilled with, but do not expect, any and all promotion of a contract - whether driven solely by Sourcewell or as part of a co-branded engagement. We would also be open to mutual social and paid media campaigns. That said, we plan on doing our own promotion in a systematic and rigorous way across all of our channels.   |
| 39        | 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.            | No   |

**Table 8: Value-Added Attributes**

| Line Item | Question | Response * |
|-----------|----------|------------|
|           |          |            |

|    |  |   |
|----|--|---|
| 40 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.   | <p>PositivPerformance Training (Product): PositivEnergy and our suppliers offer basic product training during system commissioning. We also make additional training sessions available as required, for an additional cost. PositivEnergy offers preventative maintenance as an added service through this contract, we also provide standard recommendations in the product's user manual.</p> <p>PositivPlatform Training (Software): PositivEnergy also provides comprehensive training to site hosts on the use of PositivPlatform, the network management platform, for activities such as setting up access controls and driver groups for the charging stations, implementing pricing policies, accessing station utilization information, reporting, and other features. We hold PositivPlatform training sessions through web conferencing, phone support and training materials (i.e. checklists &amp; videos).</p> <p>PositivCare Training (Services): PositivEnergy will also coordinate installer training providing installation manuals detailed specification sheets, drawings, and other information. Installers are able to connect with technical experts at PositivEnergy for any questions via our dedicated email address.</p> <p>NOTE: The specifics behind any additional costs can be found in the pricing model.</p>   |
| 41 | Describe any technological advances that your proposed products or services offer.   | <p>PositivEnergy provides a full range of capabilities and technological advances on both the hardware and software layers of our solutions. This allows our customers to mitigate costs, conserve energy, increase sustainability, better manage hardware and future-proof facilities.</p> <p>PositivPerformance (Hardware) - Our suite of EV charging solutions are Vehicle-to-Grid (V2G) capable, offer Sequential &amp; Simultaneous Charging, Multi-Dispenser charging stations, SAEJ1772 compliant, Mobile Charging, OCPP compliant, with a sub-selection certified as Buy America. We are also an integrator of battery storage solutions. These solutions allow for energy stability when the grid is at risk or unstable. It also allows for cost optimization as fleets can store energy when prices are low and charge when prices are high. We also have patents pending on advanced EV Charging systems, which would come to fruition during the life of this contract.</p> <p>PositivPlatform (Software) - PositivEnergy offers access control of charging stations based on account and location utilizing a mobile device. Pricing controls which enable pricing by kWh, connected time, charging time, dwell (non-charging) time, hourly schedules, and advanced metrics. Energy management functions such as peak demand management, load balancing, and charge scheduling allow our customers to carefully manage and optimize energy costs.</p> |
| 42 | Describe any "green" initiatives or Environmental, Social, and Governance (ESG) values that relate to your company or to your products or services, and include a list of the certifying agency for each.  | <p>PositivEnergy has participated in several ESG activities (Environment, Sustainability, and Governance). This includes regularly evaluating and measuring our impact through a formal assessment, conducting an analysis of our value chain and setting company-wide ESG goals. Our equipment suppliers incorporate values of inclusion, integrity, excellence, responsibility, and collaboration in every aspect of their operations. They hold several ESG accolades such as being recognized by Newsweek's America's Most Responsible Companies 2022 list (for three consecutive years). They are also a partner of the U.S. Department of Energy's Better Climate Challenge ("Better Climate Challenge") making a public commitment to take environmental action, including a 50% or more reduction in Scope 1 and Scope 2 GHG emissions over the course of 10 years. Their goals include: carbon neutral operations by 2035 and 85% GHG absolute reduction by 2030.</p> <p>PositivEnergy is also a Clinton Global Initiative (CGI) partner, making a Commitment to Action to aid in the national electrification transition. A subset of our hardware offerings are also certified Buy America.</p>  |
| 43 | Identify any third-party issued eco-labels, ratings, ESG scores, 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. | <p>PositivEnergy's equipment suppliers manufacturing sites hold ISO 50001 certifications. Additionally, our suppliers smart EV Charging equipment and modules reduce energy consumption by leveraging V2G and providing backup power, enabling the integration of renewables (solar and wind), stationary energy storage, and electric vehicle charging.</p>  |
| 44 | 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.                 | <p>While PositivEnergy does not directly hold any of these certificates, PositivEnergy is committed to hiring local and diverse candidates for our team. Currently, 65% of our team and 60% of PositivEnergy's extended Ambassador network represent diverse groups and/or minorities, including veterans, protected class, Native American tribe members and women. In the past year alone we have made a concentrated effort to diversify. We grew the number of women in leadership roles by 20% and onboarded 8 new ambassadors specifically targeting community projects. We partner with suppliers that are committed to equal opportunity and strive to include additional Diverse Business Enterprises, as possible. Our suppliers are recognized for 98.9% pay equity (recognized on Bloomberg's Gender Equality Index), 30.1% of their total workforce being women and 25% company's total U.S. workforce being racial/ethnic minorities.</p>   |

|           |   |  |
|-----------|---|--|
| <p>45</p> | <p>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> | <p>PositivEnergy provides the following benefits to our customers.</p> <p>1) <b>INDUSTRY EXPERIENCE:</b> Our team’s extensive expertise and background is a major competitive advantage. The team knows what to do, but more importantly what not to do when it comes to preparing our fleet customers for electrification</p> <p>2) <b>ONE+SOURCE:</b> Our One+Source approach goes beyond turnkey, offering a customizable approach to large scale deployments including guidance on site selection, hardware and software design, financial modeling and grant writing, installation, maintenance, and warranty. Our hardware suite, spanning sourced and contract manufactured equipment, is hand selected for our clients to be fleet scale and highly durable, as opposed to many competitive products, which are consumer grade. This allows clients to participate and lead as much or as little of the end to end process as they like, while having one point of contact through the initiative.</p> <p>3) <b>PERFORMANCE GUARANTEES:</b> 1 in 5 chargers is inoperable (JD Powers, 2022). That is a no go for fleet customers, especially those who are part of Sourcewell's program. We and our partners guarantee up to 99% uptime, and also offer a suite of additional warranties.</p> <p>4) <b>BUY AMERICA &amp; NEVI COMPLIANT SOLUTIONS:</b> A sub-set of our hardware is Buy America compliant with additional products eligible under NEVI funding requirements.</p> |
|-----------|---|--|

**Table 9A: Warranty**

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

| Line Item | Question  | Response *  |
|-----------|---|---|
| 46        | Do your warranties cover all products, parts, and labor?  | PositivEnergy manages the coordination and execution against repairs - often spanning multiple warranties - on behalf of our customers. Each of our hardware products have an OEM supplied warranty on the equipment covering products, parts, and labor. The warranties attached are our client-facing warranties, and reflect the terms and conditions provided by the OEM. On projects where we are sourced to perform design and construction we offer a 1 year workmanship guarantee.  |
| 47        | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?   | Yes. PositivEnergy aggregates all of the usage restrictions and limitations as outlined by our partners' warranties and educates our customers on those limitations as part of its holistic One+Source service offering. Specifics include but are not limited to:<br>1) Level 3 Chargers - These products are not fault-tolerant and nor are they designed for use in hazardous environments in which the failure of the products could lead to product and property damage.<br>2) Level 2 Chargers & Software - These products have no restrictions as long as all hardware and software are installed per manual/specifications. |
| 48        | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?   | Yes, within the contracted service period.  |
| 49        | 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? | We can provide services against all warranty repairs across the entire US and Canada. How we address the repairs will vary by the product being serviced.<br>1) Level 3 Chargers - PositivEnergy will provide service in the US and Canada<br>2) Level 2 Chargers - PositivEnergy will try to remotely resolve any issues via software. If this does not resolve the issue then the customer would need to send PE the charger for warranty repair or replacement.  |
| 50        | 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?  | While we do pass through the OEM warranty as applicable, we manage all applicable warranties on behalf of our customers, ensuring all repairs are made to the letter of coverage and service expectations. The warranties attached are our client-facing warranties, and reflect the terms and conditions provided by the OEM.  |
| 51        | What are your proposed exchange and return programs and policies?   | Per our terms and conditions as well as the nature of the products and services we sell, PositivEnergy does not offer a traditional return policy. Should a Level 3 charger arrive damaged, customer should notify PE within (5) business days of delivery with photo evidence. We will repair or replace based on the level of damage. Should concerns arise after installation, PositivEnergy's repair and warranty policies will be applicable. Should a Level 2 charger arrived damaged then product warranty policy would take effect.   |
| 52        | Describe any service contract options for the items included in your proposal.  | For software, in addition to the maintenance and monitoring services, PositivEnergy can provide expert consulting on an hourly basis. Changes in usage rates or rate tariffs may call for changes to charging patterns or hardware additions/upgrades. PositivEnergy consulting can help the fleet operator to continue to optimize their electrification strategy as circumstances change.<br>For hardware, PositivEnergy has on site preventative service contracts available based on the OEM's recommended service schedule.  |

**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 *  |
|-----------|--|---|
| 53        | Describe any performance standards or guarantees that apply to your services                             | While we do pass through our OEM partner performance standards and guarantees, PositivEnergy educates customers on and holds OEMs accountable to maintaining those standards as part of our holistic One+Source service. Our hardware products align to OEM warranties uptime standards. Our software, which is cloud based and hosted on Amazon's Web Services on redundant services, guarantees 99% uptime. Finally, our installation partners are all mandated to provide a 1 year workmanship guarantee.  |
| 54        | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | While we do pass through our OEM partner service standards and guarantees, PositivEnergy educates customers on and holds OEMs accountable to maintaining those standards as part of our holistic One+Source service. Our hardware products align to OEM warranties uptime standards. Our software sends a "heartbeat" signal every 5 minutes to the station to confirm communication connection as part of the guaranteed 99% uptime. Finally, and as previously mentioned, our installation partners are all mandated to provide a 1 year workmanship guarantee. |

**Table 10: Payment Terms and Financing Options**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 55        | Describe your payment terms and accepted payment methods.  | Portfolio Hardware and Software - Net 30 upon delivery. Bulk orders may require 30% deposit.<br>Consulting Services - Paid within 30 days of requisition for payment.<br>Installation and Sourced Goods - May require a deposit prior to manufacturing or construction.<br>Payment methods accepted on all of the above include ACH, wire, check, money order.  |
| 56        | Describe any leasing or financing options available for use by educational or governmental entities.   | PositivEnergy has leasing options available for hardware and software solutions through ENGS Commercial Capital. Pricing is subject to the scope of the project and the off-taker's credit profile. In some cases, a lease model may offer a lower cost of ownership to the purchasing entity if there are tax credits that they can not directly monetize.   |
| 57        | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | Orders are generally processed as either a signed and executed quote that is confirmed by a subsequent invoice or by a customer issued Purchase Order. PositivEnergy has a standard set of terms and conditions which we will upload within the Standard Transaction Documents section of the RFP response. Given the wide range of available products with varying price points and complexities, SLAs are product and category specific. Customized SLA's can be available on request for specific client or project needs. |
| 58        | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?  | No, but we are open to considering it should we win the Sourcwell award and/or we see significant enough customer demand.   |

**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 *   |
|-----------|---|--|
| 59        | 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.                              | PositivEnergy is providing line items discounts to Sourcewell participants, along with volume based discounts in certain product categories where applicable. A copy of the specific pricing model has been uploaded as part of this submission.   |
| 60        | 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.  | Pricing discounts range from 7% to 25% off of list price on a line item basis. This approach allows for more aggressive pricing discounts to Sourcewell participant (vs. category or other level discounts).   |
| 61        | Describe any quantity or volume discounts or rebate programs that you offer.  | PositivEnergy is offering Sourcewell discounted pricing based on an estimated annual total sales volume of \$20M per year. Additional discounts may be available for bulk orders installed at a single location or from the bundling of various products and services.   |
| 62        | 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.  | In the event there is a material or service that is "nonstandard" or "open market", we will first approach our numerous preferred vendors for support on the need. Should a solution not be available with our preferred vendors (out of scope, long lead time, pricing, etc.), we will conduct a competitive sourcing process. Supplying such materials or services will be summarized in a quote to the customer at a nominal markup to simply cover administrative costs. |
| 63        | 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. | Local Authority Having Jurisdictions may have additional permitting or other site based fees. The fees for internet connectivity, which are needed for hardware and software, are not included.  |
| 64        | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.  | Delivery charges are coordinated by PositivEnergy on behalf of the customer with one of our 3PL providers and vary by location, load size, and requested shipping duration. This will be billed on a cost plus basis.  |
| 65        | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.   | Shipping can either be coordinated with a customers preferred shipping provider or provided by PositivEnergy on a cost plus basis. We have a number of preferred 3PL providers that can coordinate shipping worldwide at competitive rates.  |
| 66        | Describe any unique distribution and/or delivery methods or options offered in your proposal.   | For vendors with production facilities overseas, PositivEnergy manages storage and distribution process in the United States.  |

**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *  | Comments |
|-----------|---|----------|
| 67        | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. |          |

**Table 13: Audit and Administrative Fee**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 68        | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | PositivEnergy uses Salesforce (SFDC) to track all deals - from lead generation to close. Within the tool is a full suite of pricing and proposal tools, customized to lead source (i.e. pre-negotiated rates with OEMs, commission fees to our Ambassador partners). We would integrated Sourcewell, its customers, and the negotiated pricing into our tool. From there, we have three additional layers of checks and balances:<br>1) SFDC administrator - Reviews our pipelines, proposals, and contract terms on a weekly basis<br>2) Pipeline - The sales team meets on a monthly basis for a deep dive into the pipeline and pending deals<br>3) Retained Legal Counsel - We use as necessary for larger, more complex negotiations |
| 69        | 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.  | We would use our current CRM and pipeline management process. Through this process, we look at:<br>1) The number of deals entering the pipeline by lead source (i.e. Sourcewell)<br>2) The time each deal spends at our various sales stages (i.e. Qualification, Proposal, Negotiation, etc)<br>3) Win/Loss analysis by sales stage<br>Since we have the ability to filter the pipeline by lead source, we would review those metrics specifically for Sourcewell participants and compare how they are progressing vs. our self sourced/other opportunities   |
| 70        | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)   | 2%  |



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

| Line Item | Question   | Response *  |
|-----------|--|---|
| 71        | Provide a detailed description of the equipment, products, and services that you are offering in your proposal.                          | <p>Product: Spec sheets are also included in the marketing plan/samples</p> <p>50kW (1 Dispenser) - This mobile, easy to use 50kW DC fast charger is perfect for charging on the go, whether that's at a charging depot, concert, event, on-location film or TV series shoot or at a temporary location that requires portable and relocatable chargers.</p> <p>60kW (1-5 Dispenser) - The PE-DCVC60 provides 60kW of bi-directional V2G power for safe and efficient charging multiple times per day. Durable, built to last and made to perform in high-trafficked environments.</p> <p>125kW (1-5 Dispenser) - The PE-DCVC125 provides 125kW of bi-directional V2G power for safe and efficient charging multiple times per day. It is built to last and perform in high-use environments. It is durable, built to last and made to perform in high-trafficked environments.</p> <p>120kW (1-2 Dispenser) - Proudly made in the USA, the The PE-DCVC120 is based on two 60kW power blocks that can run individually or in parallel to deliver 120kW. This latest EVSE technology can charge two EVs simultaneously at 60kW through two dispensers or a single channel of 120kW when only using one dispenser, providing the ideal charging solution for commercial use or mixed EV fleets.</p> <p>180kW (1 Dispenser) - The PE 180 is the latest EV charging innovation from PositivEnergy that provides a 180kW single-channel output for passenger EVs and high-power vehicles. The PE 180 is based on modular power blocks that run in parallel, facilitating easy maintenance and increasing reliability. Proudly made in the USA, the PE 180 complies with the National Electric Vehicle Infrastructure (NEVI) program requirements.</p> <p>360kW (1-2 dispensers) - The PE 360 is the latest EV charging innovation from PositivEnergy that provides a 360kW single-channel output for passenger EVs and high-power vehicles. The PE 360 is based on modular power blocks that run in parallel, facilitating easy maintenance and increasing reliability. Proudly made in the USA, the PE 360 complies with the National Electric Vehicle Infrastructure (NEVI) program requirements.</p> <p>19.2kW wall mounted (Level 2) - Flexible solutions supporting a wide range of applications. PositivEnergy's Level 2 charger allows charging at a rate of up to 19.2 kW or approximately 60 miles of range per hour depending on the make and model of your vehicle. PositivEnergy will throttle output to provide whatever level of power is available on site utilizing hardware, firmware, and software.</p> <p>19.2kW pedestal mounted (Level 2) - Flexible solutions supporting a wide range of applications. PositivEnergy's Level 2 charger allows charging at a rate of up to 19.2 kW or approximately 60 miles of range per hour depending on the make and model of your vehicle. PositivEnergy will throttle output to provide whatever level of power is available on site utilizing hardware, firmware, and software.</p> <p>403kWh Mobile Solution - Convenient, beautiful, and powerful the PositivEnergy 403 kW mobile solution can be utilized as a battery system or EV charger, providing energy wherever you need it. It is an ideal solution for remote charging depots, concerts, events, on-location film and TV series shoots or at a temporary location that requires portable and relocatable power.</p> <p>Battery Energy Storage (BESS) - Preserve energy, reduce electric costs, and enhance resiliency by intelligently balancing the load with a battery energy storage system (BESS).</p> <p>PositivPlatform (Software) - Proprietary software optimized for reliability, revenue and cost management</p> <p>PositivCare (Services) - The PositivCare platform, provides a one source solution for installation, operation and management of your EV charging stations and infrastructure, and battery energy storage system (BESS). Our goal is to provide an end-to-end solution, making the complex process of commercial electrification easy.</p> <p>NOTE: We do have additional products and services in our roadmap, and would be open and willing to working with Sourcewell to offer the most up to date technology to participants.</p> |
| 72        | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <p>PositivEnergy offers a holistic, end to end solution for fleet electrification. We are therefore best described as a value add reseller that also provides a significant list of services to our customers. These include but are not limited to pre-construction, construction, and post constructions services, L2 hardware, L3 hardware, software, mobile chargers, battery energy storage, consulting services around design and total cost of ownership, and maintenance.</p>   |

**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 *  | Comments   |
|-----------|---|--|--|
| 73        | Feasibility assessments and planning  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Engineering analysis and review of current site conditions are offered as part of our submission. We will review Sourcewell participants' electric distribution system and coordinate with local utilities to make sure EVSE adoption is achievable at a given site. Due Diligence Surveys are items that may or may not be required by an Authority Having Jurisdiction in a given area. *  |
| 74        | Total cost of ownership (TCO) assessments   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | PositivEnergy can create Total Cost of Ownership assessments using it's internally developed portfolio of modeling tools for EV Charging, Energy Storage, Electric Vehicles, and various combinations of the above. TCO assessments can be based on actual site conditions, chargers, and vehicle information where available or can use as combination of actual data and industry average inputs for different criteria. *   |
| 75        | Strategic roadmap development   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | We will compile the data of the preliminary and total cost of ownerships assessments and along with guidance on the intended EV fleet to identify the most effective (cost and implementation) solution for the customer. *  |
| 76        | Implementation and management services, including Incentive identification and processing, Subscription or as-a-service, Acquisition, Installation, Integration, Charging management, Repair and maintenance, and Telematics. (Identify the types of services included in your proposal in the "Comments" field). | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | <p>Incentive ID - We uses a variety of internal and external databases to check for incentives available based on the site address, customer, and equipment type.</p> <p>Subscription or aaS - Hardware and installation can be leased. Software is currently available as an annual or prepaid subscription.</p> <p>Acquisition - We offer a large portfolio of EVSE equipment through our trusted vendor partners that can suit both L2 and L3 charging needs.</p> <p>Installation - Design and Installation services would be handled on a case by case basis and vary depending on project specific details (i.e. charger quantity and power level, site conditions, installation design criteria, geographic region, installation timeline, etc). We work with many reputable design/build partners (i.e. Core State Group, Decker Electric, Miller Electric, etc.) and will competitively bid out this service once a scope has been established. An example of our Construction Agreement template will be included in the Additional Documents section of the RFP response.</p> <p>Integration - PE can integrate non-PE chargers into it's software network or with other systems. Confirmation of availability and pricing would be tied</p> |

|    |                        |  |  |   |
|----|------------------------|--|--|---|
|    |                        |  | <p>to the specific OEM, their product capabilities, and willingness to integrate with additional partners.</p> <p>Charging Management - Yes, we provide a hardware agnostic charging management software solution that incorporates advanced energy management capabilities, robust data reporting, advanced station monitoring and diagnostics, and a intuitive user experience.</p> <p>Repair and Maintenance - Our program would follow each individual OEMs guidelines for their equipment. Repairs and Preventive &amp; Corrective Maintenance would either be handled by our partner technicians or by and OEM supplied rep.</p> <p>Telematics - Yes, our software allows entities to monitor the state of charge of an EV battery, the charging station's availability, and the charging speed. This information can be used to manage the charging process, optimize charging station utilization, and ensure that EVs are charged when they are needed. It can be used to provide users with information about the charging process, such as the estimated time to fully charge their vehicle and the cost of charging. This information can be communicated through a mobile app or portal interface, allowing users to make informed decisions about when and where to charge their EV.</p> | * |
| 77 | Training and education | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | PositivEnergy runs a holistic training and education program, pulling together our own and OEM specific training courses into one consolidated curriculum for our customers.   | * |

**Table 15: Industry Specific Questions**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 78        | Describe your company's strategy as it relates to incentives processing for public agencies.     | Depending on the specific incentive program, we can either apply directly on the customers behalf where allowable or can guide the public agency through the process of applying for the incentive.   |
| 79        | Describe any ongoing services or subscriptions your company offers.                              | We offer an ongoing software subscription to allow for enhanced control and monitoring of EV charging stations along with preventative maintenance and service plans.   |
| 80        | Describe how you assess agencies' utilities infrastructure as it relates to electrifying fleets. | 1) Begin by reviewing and helping identify a customers needs<br>2) We will offer a range of consulting services to review and understand the existing electrical distribution and its feasibility in being used for the desired EV charging system for a given entity.<br>3) If existing service is the preferred supply for EV charging, we recommend a Load Study as an initial step in determining if there is adequate capacity for the intended deployment.<br>4) If new service is the desired or required path we will coordinate with the local utility on all steps required for the upgrade once we have been contractually engaged on a given project. |

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

**Line Item 81. 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 |
|------------------|-----------------------------------|------------------------------------|
|                  |                                   |                                    |
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|                  |                                   |                                    |
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|                  |                                   |                                    |

**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."
  - [Pricing](#) - PositivEnergy Pricing - Sourcewell .xlsx - Wednesday May 10, 2023 18:47:37
  - [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Monday May 08, 2023 19:34:57
  - [Marketing Plan/Samples](#) - Marketing Materials.zip - Tuesday May 09, 2023 21:20:58
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Warranty Information.zip - Tuesday May 09, 2023 21:26:58
  - [Standard Transaction Document Samples](#) - Standard Transaction Documents.zip - Monday May 08, 2023 19:32:21
  - [Upload Additional Document](#) - Additional Documentation.zip - Wednesday May 10, 2023 18:58:52

## Addenda, Terms and Conditions

### 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. - Vincent Benini, Chief Commercial Officer, Positive Energy Inc.

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

Yes  No

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

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

| File Name  | I have reviewed the below addendum and attachments (if applicable) | Pages |
|--|--|-------|
| <b>Addendum_6_Fleet Electrification_RFP_051123</b><br>Wed May 3 2023 02:37 PM    | <input checked="" type="checkbox"/>                                | 4     |
| <b>Addendum_5_Fleet Electrification_RFP_051123</b><br>Wed April 26 2023 04:36 PM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_4_Fleet Electrification_RFP_051123</b><br>Fri April 21 2023 03:43 PM | <input checked="" type="checkbox"/>                                | 2     |
| <b>Addendum_3_Fleet Electrification_RFP_051123</b><br>Thu April 20 2023 05:03 PM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_2_Fleet Electrification_RFP_051123</b><br>Fri April 14 2023 01:21 PM | <input checked="" type="checkbox"/>                                | 7     |
| <b>Addendum_1_Fleet Electrification_RFP_051123</b><br>Wed March 29 2023 02:50 PM | <input checked="" type="checkbox"/>                                | 3     |