



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

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and InCharge Energy Inc., 1433 5<sup>th</sup> Street, Santa Monica, CA 90401-2401 (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

InCharge Energy Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 7/13/2023 | 8:38 PM CDT

DocuSigned by:  
*Terry O'Day*  
28B7F35E7ECD427...  
By: \_\_\_\_\_  
Terry O'Day  
Title: Chief Operating Officer  
Date: 7/18/2023 | 4:07 PM PDT

Approved:

DocuSigned by:  
*Chad Coauette*  
48BAF71B0894454...  
By: \_\_\_\_\_  
Chad Coauette  
Title: Executive Director/CEO  
Date: 7/18/2023 | 6:53 PM CDT

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

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## Vendor Details

Company Name: InCharge Energy  
1433 Fifth Street  
Address: Santa Monica, CA 90401  
Contact: Laura Rivas  
Email: rfps@inchargeus.com  
Phone: 805-452-1347  
HST#: 83-0684707

## Submission Details

Created On: Tuesday April 18, 2023 19:43:22  
Submitted On: Thursday May 11, 2023 15:48:21  
Submitted By: Laura Rivas  
Email: rfps@inchargeus.com  
Transaction #: 721f68c3-8e68-4898-83bd-e84f9d2143a7  
Submitter's IP Address: 72.134.227.150

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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): (In the event of award, will execute the resulting contract as "Supplier")	InCharge Energy Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	ABB e-mobility
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	99DD8 / ZCDKVCCUTZL5
5	Proposer Physical Address:	1433 5th Street, Santa Monica, CA 90401-2401
6	Proposer website address (or addresses):	<a href="https://www.inchargeus.com/">https://www.inchargeus.com/</a>
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):	Terry O'Day, Chief Operating Officer, 1433 5th Street, Santa Monica, CA 90401-2401, 818-253-5086
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Laura Rivas, Sr. Associate Public Affairs & Incentives, 1433 5th Street, Santa Monica, CA 90401-2401, 805-452-1347
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ashley Levi, Sr. Analyst Public Affairs & Incentives, 1433 5th Street, Santa Monica, CA 90401-2401, 310-906-7879

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

Line Item	Question	Response *
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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.	<p>As a global leader in mobility, InCharge and ABB bring the support of industry leaders with over 100 years of combined electric vehicle and charging experience, having deployed more than 1,000,000 EV Stations globally and over 40,000 DC Fast Chargers. As an example of our expansive reach, we are providing software to a national package carrier across 180 countries. We provide scalable, end-to-end commercial energy, and EV infrastructure solutions, including design, engineering, installation, hardware, software, financing options such as Charging-as-a-Service (CaaS), operations, and maintenance. Our technology vision is tightly integrated software, hardware, and services that demonstrate synergies from integration, but are fully dispatchable independently with other best-in-class products. InCharge is focused on fleets, which require consistent and reliable uptime. By directly performing repair and maintenance services with its own on-staff technicians, and providing error notifications and dispatching directly from the software platform InControl, InCharge produces the industry's highest real-world uptime as measured by kW available for vehicles. The close integration of service labor and the technology platform allows technicians to arrive onsite with the correct parts and tools swiftly or to efficiently resolve an event remotely, perhaps via discussion with onsite facilities staff.</p> <p>As the leader in fleet infrastructure, having served more than 2,000 facilities in the past year with over ten vehicle OEMs and scores of fleets, InCharge funnels field-based learning from its own technicians, project managers, field engineers, and service coordinators to provide impactful technology advancements for customers. Near-term software advancements are focused on: (i) vehicle integrations with leading telematics providers such as OnCommand® Connection (OCC), Geotab, and Samsara, (ii) enhancing our industry-leading energy load management features with improved AI, predictive modeling of charger service, and repair for better preventative maintenance, (iii) vehicle-to-grid and battery integration with automated energy management, and (iv) improved integration with routing software and charge queuing, including predictive modeling and estimation of charge and dwell times. We currently have a cloud-based 'system control tower' that does not require additional onsite hardware or software dependencies (outside of the chargers themselves and the charger's internet communications). InCharge has deep integrations with ABB hardware and its proprietary "ICE" brand of chargers in addition to reselling and servicing four other brands of equipment. We are currently developing the first modular bi-directional charging lineup in North America, battery-integrated charging solutions, Megawatt charging (MCS), mobile charging, and the Integrated Power Center, aka 'grid-on-a-skid,' which can be powered directly off of medium voltages from the electric utility. We are driving technological advancements by identifying top failure modes for hardware and integrating sensors to link with InControl that will predict failures via temperature, current overload, intermittency, and other factors. Customers are well supported through product upgrades. First, InCharge account managers provide a single-point of contact for strategic accounts, which ensures more streamlined and timely communication. Second, notifications of software releases are provided well in advance to customers and account managers. Third, the hardware solutions in the ICE product line offer modular upgrades. For example, the ICE-60 charger can accommodate additional power modules to upgrade to 90, 120, 150, and 180kW in the field. InCharge is serving customers continent-wide from remote British Columbia to Florida with technicians and technical staff in all major metro areas to best support Sourcewell and Participating Entities' operations. Our public affairs and incentives team assess grants, incentives, and charging solutions based upon route distances, vehicles, dwell times, electricity tariffs, etc., to ensure a holistic solution that is suited for site location and fleet demands for today and into the future. "</p>
11	What are your company's expectations in the event of an award?	<p>InCharge expects that we will be the best all-around supplier of EV charging planning documentation as it is the most important part of the work we do. InCharge takes the time to understand the vehicles, battery sizes, maximum charging capacity and dwell times, and we bounce this information off of the electric utility's tariffs. The outcome is that we attempt to supply the most cost effective installation plans starting at charging hardware and continuing through software solutions that can mitigate high fuel costs such as demand charges and peak time-of-use charges. If we do a great job at that, we also anticipate that we may be chosen to install our recommended solutions for the collective's customers.</p>
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.	<p>InCharge/ABB team has one of the strongest balance sheets in the industry. All our financial data can be found at our Investor relations page here: <a href="https://global.abb/group/en/investors">https://global.abb/group/en/investors</a></p>
13	What is your US market share for the solutions that you are proposing?	<p>Our internal estimate is InCharge/ABB represents 40% of the US fleet EV charging business.</p>

14	What is your Canadian market share for the solutions that you are proposing?	We estimate our market share in Canada with InCharge/ABB is 35-40%.	*
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. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Manufacturer and Service Provider. InCharge is vertically integrated. We manufacture our own products and software and have our own sales, marketing, and service teams. We do have a few resellers (Utilities, Solar and storage developers, ESCO's, etc) who resell our hardware and services.	*
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.	We have all required state and local contractors certifications through our in-house team and network of subcontractors.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

**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	<p>Here are a few of the awards and accomplishments InCharge/ABB has received:</p> <ul style="list-style-type: none"> <li>- ABB ranked No. 61 on Corporate Knights magazine's list of World's 100 Most Sustainable Corporations</li> <li>- ABB named Global E-mobility Leader 2019 by the Polish Presidency of COP24 and the Polish Alternative Fuels Association</li> <li>- ABB honored with an Electrical Review Excellence award for TXplore™, its free-swimming ABB Ability™-enabled submersible transformer inspection robot</li> <li>- The National Association of Electrical Distributors presented ABB with the Industry Award of Merit</li> <li>- iF International Forum Design GmbH recognized ABB's innovative ABB-free@home® thermostat with a Technology Design Award</li> <li>- ABB i-bus® KNX sensor PEONIA® and ABB tacteo® KNX sensor received two prestigious Red Dot Awards for outstanding design</li> <li>- Nine of ABB's local companies placed on Electric Age's China Top 100 Electric Companies annual rankings for responsible operations</li> </ul> <ul style="list-style-type: none"> <li>- ABB presented with the Contribution to Skills and Training Award at the Motor Control Industry Awards 2019</li> <li>- ABB recognized for the fifth consecutive year for the responsible sourcing of minerals by an independent benchmark study from the Responsible Sourcing Network</li> <li>- Security &amp; Risk Magazine presented ABB with Honorable Mention for Safe Organization of the Year at the 2019 Finnish Security Awards</li> <li>- ABB recognized as a top supplier and subcontractor by Bechtel during its 2019 Supply Chain Awards</li> <li>- In Mexico, ABB's Nogales and Matamoros sites were awarded Clean Industry certifications by PROFEPA, Mexico's Federal Agency of Environmental Protection</li> <li>- ABB ranked No. 12 in the Corporate Knights Clean200 list of the world's most significant publicly traded firms according to the size of "clean revenue" from products and services that provide solutions for the planet</li> <li>- 71% of our manufacturing and service sites are covered by a certified environmental management system (ISO 14001 or equivalent)</li> <li>- 78% of our employees at manufacturing or service sites are covered by a certified occupational health and safety management system (OHSAS 18000 or equivalent)</li> </ul>
20	What percentage of your sales are to the governmental sector in the past three years	Currently the public sector represents about 30% of our sales.
21	What percentage of your sales are to the education sector in the past three years	InCharge/ABB is the preferred infrastructure provider to over 80% of the school bus OEMs. Our key OEMs in the school bus market are International, Bluebird, Thomas, Lion, and Green Power. Currently the public sector represents about 30% of our sales and we have almost 50 school districts customers in the US and Canada.
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?	PA Commonwealth State Contract
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?	Our channel partner, SCIpact, is part of a mentor-protégé teaming agreement (MPA) to address federal facilities. At the same time, SCIpact is in the final stages of getting our equipment on GSA. This could happen as early as this month (May 2023). As the GSA contract is not yet in place, we anticipate SCIpact will close over \$5M in contracts this year.

**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 Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Moreno Valley Unified School District	Jim Buleson	(951) 571-7500 ext. 17934
Porterville Unified School District	Roxanne Colvnga	559-793-2400
Garden Grove Unified School District	Javier Rodriguez	714-663-6185

**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 *
California Energy Commission	Government	California - CA	Create a Medium- and Heavy-Duty (MD/HD) Vehicle Blueprint for The Inland Empire and I-710 Corridor – California’s most diesel-pollution-impacted communities. The project aims to: 1) reduce and quantify the cost and timeline for identification, development, and implementation of MD/HD fleet electrification projects while maximizing environmental and grid benefits, 2) develop a turnkey “Charging-As-A-Service” finance and operations model and evaluate innovative multi-fleet service infrastructure and sharing arrangements and system-level needs, and 3) develop a robust workforce and MD/HD fleet electrification project pipeline in California’s low-income, disadvantaged and tribal communities.	\$315,680	\$315,680
Moreno Valley Unified School District	Education	California - CA	Assessment of converting 46 diesel fueled school buses over to all electric school buses. Project scope includes the installation of the first 38 30kW DC wallbox charging stations including the future proofing for an additional 8 charging stations. The project completed in summer of 2022 with a portion of the buses being added over time. There are 38 buses operational as of early 2023. Project includes InControl software including load management features such as demand charge management in addition to time-of-use peak charges avoidance (4P - 9P) and therefore are charging the buses remotely at 9P, 1A and 5A such that the school district takes advantage of fuel prices that are less than half of peak electricity prices. Project is approximately \$1.7M and InCharge further supported grant and rebate applications with the California Energy Commission, the utility (SCE) as well as other federal and local entities.	\$1,735,000	\$1,735,000
Boston Public Schools	Education	Massachusetts - MA	InCharge Energy is actively installing an infrastructure program in partnership with Boston Public Schools (BPS) and Blue Bird. The 20-bus pilot program aims to cut down greenhouse gas emissions, making school transportation better for the climate and its riders. These buses were funded through the BPS operating budget and the American	\$15,300,000	\$1,059,643



Rescue Plan Act.

One of the 20 new electric buses being added to the Boston Public Schools' bus fleet. Considering a variety of factors, the BPS Department of Transportation carefully selected the first routes – 111 trips across 42 schools. Factors included distance from the dispatch yard charging station, total length of route, and the expected traffic patterns along the route, with a preference for stop-and-go traffic rather than highway driving. Additionally, cold weather deployment was factored into route selection to ensure power supply for battery conditioning and bus heating. Routes travel through nearly all of Boston's neighborhoods.

InCharge Energy is finalizing installation of 20 charging stations at the Readville bus yard, using increased charging capacity added with support from the local utility, Eversource. Each electric bus will be charged daily with a dedicated ICE 30 kW DC charger. The total time to charge each bus is about three to four hours.

The program will be operational in Q2 2023, giving the rest of the fleet time to arrive, and drivers and operators time to learn routes and maintenance procedures. Prior to integrating the 20 buses into the fleet, BPS, Blue Bird, and InCharge Energy are training drivers, driver trainers, mechanics, operations staff, and emergency responders to ensure familiarity with the bus design and operation. During February vacation, drivers tested routes to ensure they are comfortable driving the new buses in advance of students boarding later this month. An estimated 2,561 students across 42 schools will be riding the 20 buses each day.

This is a major milestone in creating a Green New Deal for the City of Boston, leading to immediate health and quality-of-life improvements for Boston students, workers, and residents, while advancing climate action. "

\*

Garden Grove Unified School District	Education	California - CA	InCharge Energy was Garden Grove Unified School District's charging infrastructure, extended warranty, and software services provider. The team installed six ABB Terra 54kW HV DC fast chargers, a maintenance package for electric vehicle charging stations, and InControl fleet management software. The project scope included replacing the original ABB Terra 54s DC Fast Chargers with six ABB 54kW HV DC Fast Chargers. InCharge was able to apply expertise and diagnostics to determine the best-fit charging solution for the district, while maintaining flexibility in charger networking through integrating with various backends. The Terra 54HV supports charging up to 920 VDC – accommodating the CCS1 charging capability found on the all-electric bus. Therefore, InCharge Energy's provision of the T54HV chargers will enable us to charge the buses arriving imminently.	\$220,000	\$220,000	*
Porterville Unified School District	Education	California - CA	Permitting, project management, coordinating charger locations and bollards with the district, providing, and installing six DC fast chargers, pouring six concrete housekeeping pads to match the footprint of the chargers with embedded conduit, assembling and mounting the chargers, connecting the circuits, providing InControl software, commissioning, and warranty services.	\$218800	\$218800	*

**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.	We cover all of the US and Canada with our sales and service teams. The ABB/InCharge team has 32 Direct sales people in the US and 6 in Canada dedicated to the EV sector. We have analyst and engineering team to support developing the right solution and the supporting financial savings data. Currently we are closing 18 new EV charging sites per day.
27	Dealer network or other distribution methods.	We have partners/resellers who resell our hardware, software, and services to the public market. Some of the areas are solar developers, ESCO's, Battery storage providers, distributors, and electricians. We also have a number of our OEM's (General Motors, Navistar, lightning motors, etc.) who have fleet sales teams focused on the public sector market.

28	Service force.	<p>We offer a 7x24 service organization with over 70 dedicated in-house EV technicians. InCharge relies on a network of trusted and highly skilled installation and service partners strategically located throughout North America to assist with all on-site needs from turnkey installations to 24-hour break-fix service. We take pride in our unique strategy to build close, lasting relationships with our partners to ensure our clients receive the highest level of customer service. In addition to this we have a network of InCharge certified partners who provide local service and support to our customers. We also offer support via email and in-app support requests. Our engineers are based across Europe and North America for continuous coverage and backend support. We are expanding our certification technician training with additional course and training opportunities through InCharge University.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>We expect the majority of projects would be handled directly by the ABB/InCharge sales team. We offer a number of ways that a customer can purchase hardware, software, and services from us. The most basic is a customer could order through a custom Sourcewell landing page and purchase hardware, software and services from our Quick order form. The next level is working with a product expert to develop a customer solution that looks at the vehicles, operation flow, dwell time, utility tariff and appropriate EV charging hardware. Once this is completed we would provide a customer sales order for their review. Our partners and distributors have different processes for Sourcewell customers to procure equipment.</p>	*
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.	<p>InCharge will assign an account manager to Participating Entities who will be responsible for the entire Sourcewell program including the contract, commercial terms, communications, and the individual installation projects to ensure compliance with the Entities' contractual requirements. As part of this activity, our legal team will have a staff member assigned to the program to support the development of a contract compliance matrix for the program that will flow down to individual locations. In the case of multiple projects, a contract compliance matrix will be completed for each project and location. This will ensure that contract requirements of the master contract are met across the multiple locations where charging is installed in addition to the requirements of each individual location that might have different or additional requirements due to the local zoning, site conditions, and/or the AHJ.</p> <p>Contract performance is measured by mutually agreed upon KPIs that are reported upon periodically, depending on the activity being measured. We foresee tracking deliveries, design and implementation, construction, installation, commissioning, and user training dates to contract commitments.</p> <p>Communications with InCharge are handled through a variety of means depending upon the issue and the stage of the contract. For all communications post contract and pre-commissioning, including complaints, the respective account manager will route responses through the appropriate InCharge channels to ensure a single point of contact is responsible and responding. Additionally, a project manager will be assigned to each charging installation and commissioning location and is available to field local communication. Once the charging stations have been commissioned with InControl software, requests for service may be routed through the portal or communicated directly to the account manager. Communications in the InControl portal are staffed by the InCharge service team.</p> <p style="text-align: center;">InCharge relies on a network of trusted and highly skilled installation and service partners strategically located throughout North America to assist with all on-site needs from turnkey installations to 24-hour break-fix service. We take pride in our unique strategy to build close, lasting relationships with our partners to ensure our clients receive the highest level of customer service.</p> <p>To ensure maximum charger uptime, InCharge offers comprehensive maintenance and management of charging infrastructure. Preventative maintenance includes full station inspection, performance testing, electrical measurements, cleaning, and more. Preventative maintenance capabilities are enhanced by use in tandem with InControl software which provides detailed and ancillary information on charging systems. Reactive maintenance services are also offered, ensuring extensive service of equipment.</p> <p>InCharge also has a Public Affairs team dedicated to identifying, tracking, and securing grant funding, incentives and rebates to lower project costs where possible.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>InCharge is very excited about the opportunity to work with Sourcewell as another conduit to the public sector in the USA. The public sector is a large portion of our business and many of our customers have expressed interest in Sourcewell procurement. Our plan is to expand our Sourcewell sales and marketing teams to develop custom programs to educate and simplify the EV transition for the public sector. We have an extensive reach in the US and already have a dedicated public sector team.</p>	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	InCharge is very excited about the opportunity to work with Sourcewell and another delivery platform to the public sector in Canada. We believe we are the largest public sector provider in Canada and have nation-wide staff coverage. The public sector is a key focus area for InCharge and one where we'd like to grow with Sourcewell and the Participating Entities.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We service all US and Canada markets.	*
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?	We are not aware of any current limitations to sell to any Sourcewell entity.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We do not have any.	*

**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>The marketing strategy for promoting the Sourcewell contract for fleet electrification transition planning, management, and related services would focus on education and the end benefits of fleet electrification, together with educating and promoting around Sourcewell and cooperative purchasing, with the goal of building awareness of the Sourcewell partnership and, ultimately, to secure business through the Sourcewell process.</p> <p>In terms of announcing, InCharge would issue a press release and LinkedIn post to announce our inclusion in the Sourcewell family, leveraging the Sourcewell awarded contract logo and linking to a dedicated InCharge-built landing page also featuring the logo, to promote InCharge's offerings to Sourcewell purchasers.</p> <p>We would create and strategically distribute cadenced informative educational content such as blog posts, whitepapers, infographics and videos explaining the benefits of fleet electrification, the challenges involved, and the importance of having a comprehensive and strategic plan and careful project management - featuring the Sourcewell awarded contract logo. Through case studies and success stories we would highlight our expertise, experience, and benefits of partnering with an organization like Sourcewell for these services. Over time, we would periodically refresh and update the dedicated landing page to include customer testimonials and "new news" related to the Sourcewell program.</p> <p>InCharge would seek out opportunities to publish engaging, practical articles illustrating the benefits of contracting with InCharge via the Sourcewell process. In particular, InCharge would submit a compelling article for inclusion in The Source, telling Sourcewell's more than 50,000 participating agencies the story of how an InCharge customer has benefited from the partnership with Sourcewell to illustrate the simplicity of the process as well as the potential time and money savings.</p> <p>We would promote the program at industry events and webinars, workshops and panels, featuring the Sourcewell logo on supporting promotional materials such as flyers, posters, and via the dedicated landing page, to establish Sourcewell as go-to partner for fleet electrification.</p> <p>Our customer outreach would include targeted digital marketing utilizing search engine optimization to ensure high visibility, paired with tailored email outreach campaigns featuring the Sourcewell awarded contract logo and linking to the Sourcewell landing page. As appropriate, these campaigns would be strategically followed with one-on-one meetings to address specific needs and questions and to highlight how Sourcewell's contract services can be customized to meet the unique requirements of each organization. InCharge would leverage our deep relationships with electric vehicle manufacturers to develop joint marketing initiatives, co-create content, and offer bundled solutions to enhance the value proposition for customers. We would also use the partnerships to expand reach and tap into existing customer networks.</p>	*

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>By incorporating technology and leveraging digital data, InCharge would increase marketing effectiveness, ensuring targeted messaging, personalized experiences, and data-driven decision making.</p> <p>Starting with social media listening tools we would gather insights from conversations and discussions related to fleet electrification to monitor keywords and hashtags – helping us to better understand customer pain points, preferences and trends. This data would be used to refine messaging and tailor content. Utilizing the InCharge customer management system as well as industry trade groups, we would identify the most relevant audience segments and tailor email campaigns, website content and digital ads to deliver the right message to the right audience at the right time, ensuring that our messages truly resonate with prospects. By employing retargeting and remarketing techniques we would stay top-of-mind with potential customers who have already interacted with Sourcewell in the past or who visit or engage with our content.</p> <p>Using digital analytics tools, we would monitor the effectiveness of marketing campaigns and adjust as necessary, iterating continually to improve conversion. We would also analyze key KPIs such as website traffic and content engagement to refine messaging and maximize ROI. By closely monitoring the performance of different campaign messages and tactics, the marketing team will continue what messaging, timing and channels are most impactful with different customer verticals and can use those insights data-backed adjustments for continuous improvement.</p> <p>By persistently leveraging the digital tools available, InCharge will maximize the efficiency and impact of these marketing campaigns, increasing the likelihood of success in promoting the Sourcewell contract for turnkey, end-to-end fleet electrification transition planning and management.</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?	<p>It is our understanding that Sourcewell's role is to promote the contract with InCharge by providing a streamlined procurement process and featuring its contracted partners, continuing to onboard agencies, educating member organizations – including its more than 50,000 participating agencies - about the benefits of fleet electrification, facilitating connections with these agencies and offering ongoing support.</p> <p>To integrate the Sourcewell-awarded contract into our sales process, InCharge would launch the relationship with a joint press release and leverage various channels including website, social media, email campaigns and industry events to create awareness about the contract, its benefits and the advantages of partnering with InCharge and Sourcewell for fleet electrification services. Marketing efforts would highlight the expertise, streamlined procurement process, and value-added benefits offered by Sourcewell.</p> <p>With the Sales team, Marketing would then ensure that internal sales team members and project managers are trained on the Sourcewell contract, the RFP submission and landing page, sourcing clause and pricing structure. In addition, Marketing will provide helpful, concise scripts to address any prospect or customer questions. Sales and Marketing will align on a Sourcewell-specific sales plan by customer vertical and will strategize opportunities for converting current customers to become Sourcewell users. InCharge will also direct customers to the Sourcewell program landing page in sales conversations to help increase conversion.</p> <p>Sourcewell would also play a key role in enabling program effectiveness through information gathering. By soliciting feedback from members, and industry experts, Sourcewell could identify opportunities for improvement and information gaps to convey to its contracted partners. As one of these partners, InCharge would continue to develop its educational resources such as case studies, infographics and workshops in order to address these perceived gaps. Together with Sourcewell's consistent and ongoing support of the contract and program, InCharge will continue to review and address customer pain points or knowledge gaps in order to maximize program success, to ensure a smooth collaboration between InCharge and Sourcewell, and to enable successful customer implementations.</p>
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.	<p>InCharge would create Sourcewell and Participating Entity landing pages for each program. Interested customers visit the page, learn about the program, contact on-staff experts for one-on-one assistance with questions, order equipment and software, etc. An example landing page can be seen here: <a href="https://www.inchargeus.com/navistar-portal/">https://www.inchargeus.com/navistar-portal/</a>. Please note this is for an OEM dealer, but Sourcewell and Participating Entities would be branded appropriately.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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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>InCharge provides training on the InControl product for users with both Admin and Member roles. Live remote training covers log in, dashboard and report customization, familiarity with the chargers list and charger detail, creating notifications, load and energy management, access control management, vehicle management, and user management. InCharge University provides in person classroom technical training for preventative maintenance, first level troubleshooting and repair, cord replacements for customers who are interested in providing these services inhouse. We also provide a library of short training videos. With each software release, we host free live webinars providing training on new features and capabilities, as well as a newsletter detailing changes to our software. For developers, we offer a dedicated developer site, a GraphQL playground with interactive API documentation, and access to our test environment. In-person training on software, as well as hardware operation, is available as a premium offering.</p> <p>Training on installation and/or equipment maintenance can be developed with the customer as needed.</p>	*
41	Describe any technological advances that your proposed products or services offer.	<p>InCharge has a few industry leading products that we have developed. InCharge was one of the first to provide EV chargers that are upgradable in the field from 60KW to 180KW. We were pioneers in the 30KW Dc fast charger with dual cords, our V2x platform and our InControl software product that was the first charger management software designed solely for commercial fleets. Our subscription-based application provides a sophisticated energy management system with automated energy rebalancing, scheduled and delayed start, scheduled stop, and a native cost tracking widget. Our software provides real-time updates from charging sessions and the ability to remotely manage your charging activity. Our graphql API is unique in the industry in enabling customers to write software that can communicate with chargers over encrypted websocket connections and subscribe to live charger events. We offer telematics integration with leading providers, API integration with energy management partners, and the ability for users to self-manage their accounts without assistance. InControl has comprehensive data and reporting tools and pre-set report templates for applying for carbon credits and by utilities requirements, as well as allowing creating custom reports on any charging attributes and charger data for extensive data analysis and predictive modeling.</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>Sustainability is a key focus for the ABB/ InCharge organization. Here is a link to our corporate sustainability goals and programs:  <a href="https://global.abb/group/en/sustainability/sustainability-strategy-2030">https://global.abb/group/en/sustainability/sustainability-strategy-2030</a></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.	<ul style="list-style-type: none"> <li>- L2 chargers are Energy Star Certified</li> <li>- currently in ISO9001 certification (estimated completion 01/2024)</li> <li>- currently in SOC2 certification (estimated completion 00/2023)</li> <li>- currently in ISO27000 certification (estimated completion 01/2024)</li> </ul>	*
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>InCharge/ABB does not have any WMBE or SBE or Veteran-owned certifications. We have created a JV and work with many partners who do have WMBE and SBE certifications</p>	*
45	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>Our team's collective unsurpassed industry experience, installing more than 20K charge ports across North America and Europe, makes us a best in class EV charging hardware provider. We have a nationwide design, engineering and installation footprint, managed through our proprietary cloud- based software. InControl provides decision support to manage fleet uptime and ensure predictable electric fueling costs. We are the preferred EV infrastructure provider for 18 different OEM's that sell to the public sector. These OEM partnerships and interoperability testing Provided a better customer experience and minimizes the compatibility issues. We are one of the only providers that have an end to end solution that meets the needs of public sector customers. Our services include our own hardware, InControl Software, Service and support with our own technicians, a grants and incentives team and a financing teams (CAAS). We tailor our solutions to facility managers, fleets, EV manufacturers, ride-share operators, municipalities and utilities. Lastly we have one of the best balance sheets in the industry and continue to invest in industry leading technologies like MW charging, V2X, autonomous charging, and mobile charging. With this balance sheet we are able to keep over \$20M of inventory in stock and can be pre-commissioned and delivered in 10 days.</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?	<p>Our equipment includes a baseline 2-year manufacturer's warranty. We offer extended warranties that can total 5 years of coverage with options for year 3, 4, and 5 coverage. Warranties are parts only and exclusively cover the parts that failed. Technician time and mileage are quoted separately before being dispatched.</p> <p>If an issue with the stations arises, InCharge can remotely triage the situation to determine causation. If it is not clear, a technician will be dispatched for additional troubleshooting. If it is deemed that a part failed and the station is under warranty, then the part would be replaced at no cost, however, the labor would still be billable unless the customer has purchased the Tech Care package. If the issue is due to vandalism, misuse, or accident, then the customer is responsible for the repair of the part and labor.</p> <p>There is no impact to the warranty if the installation is performed by an outside vendor and successfully meets any QA/QC requirements.</p> <p>InCharge requires a commissioning appointment once stations are installed. During the appointment, the stations are tested to ensure they are installed to specifications before the stations can be fully energized. If an issue is found during the commissioning appointment, that will be provided to the customer so their installer can rectify the issue.</p> <p>Extended warranty allows for an extension of the base warranty and can be purchased for up to 3 additional years (5 years total). An extended warranty is still a parts-only warranty and is handled as if the station were under warranty. Technician care can also be purchased with the Extended Warranty to provide you with a full parts and labor warranty.</p>
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>There are no usage restrictions or limitations that adversely affect the warranty coverage except for misuse or vandalism of the equipment.</p>
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>Our standard Warranty are parts only. Customers can upgrade to our ChargeCare that includes Parts and Labor.</p>
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?	<p>InCharge can cover all Sourcewell areas with either direct technicians or by leveraging our network of trained service partners.</p>
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?	<p>EVSE hardware is covered under the InControl Warranty. While InControl will leverage their relationships with the OEM's and receive parts from them, the warranty coverage will be seamless to Sourcewell.</p>
51	What are your proposed exchange and return programs and policies?	<p>Customers are able to cancel (or change) purchase orders ahead of shipping and in-house commissioning for a small fee. Once unit is on-site and installed, we do not honor returns.</p>

52	Describe any service contract options for the items included in your proposal.	<p>Service Level Maintenance is a parts and labor service offering that includes remote diagnosis and repair. Onsite dispatch covers both parts and labor for the repair and provides a known annual fee for the number of years purchased. Service Level Maintenance can be pre-paid or billed annually.</p> <p>Response Time/Remote Diagnostics: We acknowledge the issue and begin remote diagnostics.</p> <p>Time to Onsite Deployment: Dispatch service technician to the site to make repairs or to further diagnose an issue or provide short-term resolution (quick fix to resolve issue, may not be correct/final).</p> <p>Maximum Time to Resolution: Time where station is back to fully operational with all parts installed.</p> <p>Remote Diagnosis: Remotely access the station to determine what is wrong and/or reset the stations.</p>
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**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	<p>InCharge stands behind our equipment and services that we offer and that includes offering extended equipment warranties and service packages. In addition to these packages, many of our fleet customers have asked for a guarantee to a specific uptime Service Level Agreement or SLA. In this case, InCharge will provide a service package to meet the uptime SLA. Additionally, SLAs are sometimes required when we offer Charging-as-a-Service (CaaS) contracts that finance the infrastructure that we construct and operate. Many times the CaaS contracts are billed by the kWh or by a guaranteed minimum mileage for the fleet vehicles. In this way, CaaS allows for the capital expense of an EV charging infrastructure to be converted to an operational expense. It is common for uptime SLAs of up to 97% to be included in a CaaS agreement.</p>
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>InCharge will assign an account manager who will be responsible for the entire program including the contract, commercial terms, communications, and the individual installation projects to ensure compliance with contractual requirements. As part of this activity, our legal team will have a staff member assigned to the program to support the development of a contract compliance matrix for the program that will flow down to individual locations. In the case of multiple projects, a contract compliance matrix will be completed for each project and location. This will ensure that contract requirements of the master contract are met across the multiple locations where charging is installed in addition to the requirements of each individual location that might have different or additional requirements due to the local zoning, site conditions, and/or the AHJ.</p> <p>Contract performance is measured by mutually agreed upon KPIs that are reported upon periodically, depending on the activity being measured. For this proposal, we foresee tracking equipment delivery, final 'bolt down' and installation, commissioning, and user training dates to contract commitments. Communications with InCharge are handled through a variety of means depending upon the issue and the stage of the contract. For all communications post contract and pre-commissioning, including complaints, the respective account manager will route responses through the appropriate InCharge channels to ensure a single point of contact is responsible and responding. Additionally, a project manager will be assigned to each charging installation and commissioning location and is available to field local communication. Once the charging stations have been commissioned with InControl software, requests for service may be routed through the portal or communicated directly to the account manager. Communications in the InControl portal are staffed by the InCharge service team.</p> <p>InCharge SLAs will be developed to support this contract based upon specific service requirements.</p>



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

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	InCharge can offer Credit Card Payment, RFID, Pin and App based payments. Our payment terms are net 30. *
56	Describe any leasing or financing options available for use by educational or governmental entities.	In addition to our hardware and software offerings, InCharge provides a unique financing solution, Charging-as-a-Service (CaaS), for clients' charging and infrastructure costs. In the CaaS model, InCharge owns the infrastructure, typically with a term between 7-10 years. This financing includes the costs of chargers, installation, warranty, , and maintenance. Financing a project transfers high capital expenditures to operational expenses, eliminating capital outlay. Payments through CaaS are either on a per-mile basis, per kWh basis, or monthly/annual payments. At the end of the lease, the fleet and InCharge will come to an agreement on ownership of infrastructure, where the fleet typically buys out the equipment at the end of lease for a depreciated amount. Customized agreements are also possible, on a case-by-case basis. This financing solution is not just limited to charging infrastructure but has also been implemented towards the purchase of Electric Vehicles/Buses/Trucks. There is an alternative to the CaaS option, called Fleet-as-a-Service, in which vehicles are included in InCharge ownership. In this option, the solution remains the same, but vehicle ownership is in the hands of InCharge, rather than the fleet. *
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.	<p>InCharge utilizes Purchase Orders, standard Terms &amp; Conditions, Service Level Agreements, etc.</p> <p>InCharge offers comprehensive maintenance and management of charging infrastructure. Preventative maintenance includes full station inspection, performance testing, electrical measurements, cleaning, and more. Preventative maintenance capabilities are enhanced by use in tandem with InControl software which provides detailed and ancillary information on charging systems. Reactive maintenance services are also offered, ensuring extensive service of equipment.</p> <p>Premium ChargerCare allows fleet operators to ensure a certain uptime for their fleet. Our labor and parts coverage with guaranteed reaction and resolution time, allows for the swiftest attention if a charger fails. Our technician coverage and extensive EVSE expertise combined with our spare parts inventory, allows for the quickest dispatch and resolution. For example, for the ABB T184 All-in-One (High) charging station, with even the most severe failures, we will provide same day remote triage and diagnosis, initial dispatch, and on-site deployment within 5 days, and ensure a maximum resolution time of 10 days, resulting in a NEVI-compliant 97% uptime. Pricing for Premium ChargerCare is provided in the pricing matrix. The first year of Premium ChargerCare is \$6,567.00. Please note the more years you purchase, the greater the value. We can provide tiered coverage levels, with respective pricing, for different units. *</p>
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We offer PIN, RFID and Credit Card reader payment solutions. Depending on how the customer wants to set up their payment system, we can handle accordingly. We don't tap into any of the major networks. Many of our existing customers use a p-card with credit card readers. *

**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 Sourcwell 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 Sourcwell discounted price) on all of the items that you want Sourcwell 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.	We have provided a discount off MSRP for the Sourcwell program. Please see the attached pricing sheet for the standard products and services we provide.
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.	The percentage discount can vary by product type.
61	Describe any quantity or volume discounts or rebate programs that you offer.	Pricing has been significantly discounted for Sourcwell and Participating Entities, although we are open to providing volume-based discounts for customers.
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.	We propose a quarterly update to our pricing to include new products and services that would be similarly discounted.
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.	Any non-standard options are billed on a time & materials basis.
64	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	InCharge offers full service delivery through a shipping brokerage. 100% of all LTL freight shipments go through this brokerage. If a customer would like to set up their own shipping, they are able to do so. Prices will vary based on customer location. InCharge aims to find the most cost-effective pricing while still maintaining high quality shipping standards. All small parcels shipped out go through FedEx. ABB/InCharge has negotiated volume discounts that are passed on to the Sourcwell customer shipments.
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	InCharge offers shipping to Alaska, Hawaii, and any US territories. There is a price increase and extended lead times to an additional 2-3 weeks. Pricing will vary based on what is being shipped and quantity of material. InCharge offers shipping to all provinces of Canada.
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	InCharge is one of the few EV charging providers that keeps a large inventory in stock so customers are able to receive units in a matter of days. The large volume of shipments allow us to get preferred pricing and faster delivery than others in the industry.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as 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.	InCharge will ensure that Sourcewell participating entities obtain the proper pricing, and that our team provides all necessary sales reports, and remits the proper administrative fees. Sales reports can be provided on a timeline deemed appropriate per Sourcewell and its participating entities.	*
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.	Internal metrics include estimated time to completion, estimated cost to completion, profitability as a percentage of total revenue, and customer satisfaction score at the end of the job.	*
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>InCharge provides a fully integrated, proven, scalable solution that helps public sector customers transition to electric vehicles. InCharge offers several innovative solutions that provide Sourcewell participating entities with an end to end solution developed just for fleet customers. The main products and services we provide are:</p> <ul style="list-style-type: none"> <li>• EV fleet planning services</li> <li>• Charger optimization tools</li> <li>• Full suite of certified EV chargers (from L2 to 480KW DC fast chargers)</li> <li>• Integrated Fleet management software with advanced load management</li> <li>• Turnkey installation services</li> <li>• Grants and incentive services</li> <li>• Service and support programs</li> <li>• CAAS financing</li> </ul> <p>Each new customer engagement starts with an analysis of the charging needs for each individual fleet charging location. Our inputs include understanding routes, vehicles, battery sizes, climate, and subsequent thermal considerations, as well as available dwell times for charging. Dwell times are often mitigated by electricity charges such as time-of-use tariffs and demand charges. This analysis also investigates current electrical capacity needs as well as those five or more years out to ensure Entities install the proper power for today's fleet electrification needs as well as those in the future. This consultative service is included as part of our standard customer engagement. We also provide all EPC services to our customers. Our team is focused on fleets, which require reliable charger uptime. By directly performing repair and maintenance services with its own on-staff technicians and providing error notifications and dispatching directly from the software platform InControl, InCharge produces the industry's highest real-world uptime as measured by kW available for vehicles. The close integration of service labor and the technology platform allows technicians to arrive onsite with the correct parts and tools swiftly or to efficiently resolve an event remotely, perhaps via discussion with onsite facilities staff.</p> <p>InCharge also offers some unique products to solve challenges we see with customers. One of them is an Integrated Power Center (IPC), also known as the 'grid-on-a-skid'. This solution can be customized for each location where additional electrical capacity is required to be brought in. The IPC can be designed to accept a medium voltage input, include a transformer, switchgear, panelboards, meters and charging stations, on one shippable skid that is engineered and pre-tested at the manufacturing site. In many cases, this solution can save both time and money required to facilitate an extensive charging location upgrade to an upper range of 7,500kVA. We can also offer integration with renewables such as solar and microgrids.</p> <p>Another charging solution includes a DCFC, two (2) each Level 2 EVSEs, and a propane generator for an interim charging solution or emergency charging in the case of a natural disaster. This solution is housed in a trailer, and can be towed between locations. Versions can be configured for up to two (2) each 120kW DCFCs like the ABB Terra 124.</p> <p>We offer a mobile charging solution that includes any of our wall box chargers mounted on a mobile cart with a pin and sleeve design that can be installed under a temporary power permit in days.</p> <p>We also can offer low intervention installations by using an above-ground raceway solution, which runs conduit above ground, as opposed to an underground trench, which can be costly at leased sites. This allows for optimal site operations during installation, while considering cost efficiency. This has been successfully implemented for a vehicle OEM at their manufacturing facility.</p> <p style="text-align: right;">Pricing</p> <p>is not provided for these services as they are highly variable.</p>
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Implementation and management services, including Incentive identification and processing, Subscription or as-a-service, site acquisition, installation, engineering and design services, charging management, Repair and maintenance, utility intercoordination, and telematics.</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 <input type="radio"/> No	<p>InCharge Energy conducts feasibility assessments and planning as part of working with our customers, and therefore is something we do every day. From providing a total cost of ownership analysis to capital budgeting, our planning process is a thorough examination of our customer's transportation requirements resulting in a fully integrated custom design for a successful execution. With some recent customers, we have additionally conducted an assessment of lighting efficiency improvements that supported creating additional electrical capacity to support electrifying fleets at these locations. By reducing an organization's lighting and energy load, we have been able to reduce the base electricity load and not require additional electricity capacity at these sites.</p> <p>Each feasibility assessments include a site assessment that determines the available electrical capacity at the location. This includes load analysis and design, rapid deployment strategies and utility engagement that are all critical components in the planning process.</p>
74	Total cost of ownership (TCO) assessments	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Our business analyst team conducts TCO assessments to ensure that decisions to electrify can meet the objectives of our customers. The TCO assessments focus on fuel savings by switching from fuels like diesel to electricity and include fuel costs and assumed costs of maintenance versus the fleet owner's previous fleet. Many times, this information can be received from the vehicle dealer who maintains the previous fleets as well as the new ones. Additional inputs for the TCO analysis can be found via the vehicle OEM. For several vehicle manufacturers, we have built an assessment tool that produces the applicable TCO values including a simple payback calculation.</p>

75	Strategic roadmap development	<input checked="" type="radio"/> Yes <input type="radio"/> No	InCharge has worked with several of our clients in developing their strategic roadmap for their schools, businesses or fleets. We have also provided this service to some of our OEM partners who are newer to electrification and partners who are in the consulting business. Once we better understand our customer's strength and weaknesses, as well as external factors such as the market and regulatory requirements, we develop a strategic roadmap for them. Knowing our client's ambitions toward electrification also factors into our planning for infrastructure today as well as in the future. For example, if our customer is piloting 10 all-electric vehicles today, but is planning on converting another 100 vehicles over the next five years, we would calculate their anticipated electrical load for both today and after five years. If it is a mix of vehicles and use cases, we would further determine a phase-in schedule for their infrastructure that might specify different equipment throughout the program. This future proofing will allow the customer to apply for additional electrical capacity once, or provide the utility with an opportunity to phase in additional capacity over the years as the new electric fleet gets phased into their facilities.
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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 <input type="radio"/> No	<p>As part of our public policy team, InCharge Energy has a grants and incentives team who focuses on identifying and obtaining grants and incentives from federal, state and utilities. In many cases these incentives are stackable and can significantly reduce the cost of the vehicle and/or charging infrastructure. In the recent past, InCharge has been able to successfully find in excess of \$12 million for our customers.</p> <p>InCharge provides a unique financing solution to our clients for their charging and infrastructure costs, InCharge-as-a-Service (CaaS). In the InCharge -as-a-Service model, InCharge owns the infrastructure, typically with a term between 7-10 years. This financing will include costs of chargers, installation, warranty, operation and maintenance. For our CaaS customers, we have been able to include all the infrastructure, engineering, design, construction, hardware, software, extended warranties and service into one low monthly cost. This monthly cost can be a fixed monthly price or can be priced by the mile or kWh, depending upon the client's preference. In this case, InCharge will implement a charging management system that meet's our customer's operation needs while at the same time minimizing their operational costs. This may be through load management techniques that minimize their electrical costs via time-of-use electricity cost avoidance or demand charge mitigation.</p> <p>On the implementation side, InCharge is currently working with telematics firms to integrate our software management system, InControl, with Samsara, Geotab and Navistar's OCC. InCharge also can perform installation services as well as warranty and repair work as part of our normal offerings. In this way, the customer have one company responsible for the entire installation and we are responsible for making all parts work with their vehicles. This minimizes finger-pointing when something goes wrong with the charging infrastructure between software, hardware and the vehicle.</p>
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77	Training and education	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>InCharge provides after-sales training on the installed system. In many cases, this can include a Charging 101 course, a hardware overview and the use of our InControl software for users with both Admin and Member roles. Live remote training covers log in, dashboard and report customization, familiarity with the chargers list and charger detail, creating notifications, load and energy management, access control management, vehicle management, and user management. We also provide a library of short training videos. With each software release, we host free live webinars providing training on new features and capabilities, as well as a newsletter detailing changes to our software. For developers, we offer a dedicated developer site, a GraphQL playground with interactive API documentation, and access to our test environment. In-person training on software, as well as hardware operation, is available as a premium offering.</p> <p>Training on installation and/or equipment servicing can be developed based upon our customer's needs.</p>
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**Table 15: Industry Specific Questions**

Line Item	Question	Response *
78	Describe your company's strategy as it relates to incentives processing for public agencies.	<p>InCharge has an experienced Government and Public Affairs team that is dedicated to tracking incentives, applying for grants, and identifying funding opportunities/incentives that can enhance cost-efficiency and ease transition to electrification. This team brings experience and varied industry backgrounds, and has secured multiple funding opportunities, accounting for millions of dollars in project funding. Our grant applications are dependent on program cycles and customer demand. On average we apply for 10-15 grants per year, not including incentives and rebates. With these grants, we have a success rate of nearly 80%. The team secured over \$12M in total project funding in the last year.</p>
79	Describe any ongoing services or subscriptions your company offers.	<p>InCharge as a Service is an EV charging subscription offering that provides commercial fleets the infrastructure they need pegged to an uptime standard and paid for on a monthly or variable basis, without the stress of directly owning and operating the infrastructure themselves. InCharge as a Service is a perfect option for fleets wanting a flexible EV charging solution that will scale as they add more EVs to their ranks. InCharge Energy bundles all the costs of an EV charging infrastructure into a monthly fee that varies based on utilization, making it much simpler for fleets to forecast and shifting the cost from a capital expenditure (CapEx) to an operating expenditure (OpEx). InCharge Energy's rideshare partners are especially fond of this option, as it allows them to focus on scaling their business model, and as trucks come to market for logistics companies, food distribution fleets, and others. InCharge as a Service includes the following end-to-end support for fleet customers: Planning and engineering of the charging infrastructure, whether the customer chooses an existing site or needs assistance with new site acquisition, Future proofing to meet current and future charging energy demands with a minimum of future infrastructure upgrades, Commissioning of charging hardware and any other additional equipment as needed, Installation of the commissioned charging hardware and other equipment, Service and maintenance of the chargers, with issue response times within 24 hours, Access to and unlimited configurations of the In-Control software platform for charger monitoring, and Processing of government incentives and carbon credits, which can be applied to cover the monthly operating costs. InCharge as a Service customers have two payment options – by the mile, which is the traditional offering, or on a kWh basis, both tied to a minimum guaranteed amount. With the per-kWh option, customers pay based on their monthly usage of the charging infrastructure. As a customer's electrified fleet grows, so will their usage. For customers that are able to apply Low-Carbon Fuel Standard (LCFS) credits to this service, their costs will be covered the more their utilization grows.</p>
80	Describe how you assess agencies' utilities infrastructure as it relates to electrifying fleets.	<p>Thorough EV Fleet Planning: From providing a total cost of ownership analysis to capital budgeting, our planning process is a thorough examination of your business resulting in a fully integrated custom design for a successful execution. Load analysis and design, rapid deployment strategies and utility engagement are all critical components in the planning process – we cover it all.</p> <p>Expert Design &amp; Engineering: Mapping out your electrification transition requires expert design and engineering. We coordinate architecture and engineering, utility engagement and load optimization to ensure a smooth and worry-free operation. We also work with the fleet director to understand future infrastructure needs and design the site to include future electrical capacity as well. In this way, the customer only has to go to the utility for a single capacity upgrade, if required, knowing that their infrastructure is designed for the long term and not for the fleet at the current time.</p> <p>Oversight of Construction &amp; Commissioning: Fully involved construction oversight, energy efficiency and self-performance capabilities are all part of the InCharge commitment. We make sure the utility interconnect and capacity enhancement process is effortless to our customer's needs as well as the permitting process with the AHJ and integration testing.</p>

## Exceptions to Terms, Conditions, or Specifications Form

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

### Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - Sourcewell Pricing sheet.xlsx - Thursday May 11, 2023 15:36:17
  - Financial Strength and Stability (optional)
  - [Marketing Plan/Samples](#) - inCharge-Company-Brochure-FINAL\_approved 32822.pdf - Tuesday May 09, 2023 17:46:54
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Warranty docs.pdf - Thursday May 11, 2023 12:15:07
  - [Standard Transaction Document Samples](#) - In-Charge PO Terms.docx - Tuesday May 09, 2023 18:48:14
  - [Upload Additional Document](#) - SLA & SW.pdf - Tuesday May 09, 2023 18:16:03

## 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. - Terry O'Day, Chief Operating Officer, InCharge 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> Wed May 3 2023 02:37 PM	<input checked="" type="checkbox"/>	4
<b>Addendum_5_Fleet Electrification_RFP_051123</b> Wed April 26 2023 04:36 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Fleet Electrification_RFP_051123</b> Fri April 21 2023 03:43 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_3_Fleet Electrification_RFP_051123</b> Thu April 20 2023 05:03 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Fleet Electrification_RFP_051123</b> Fri April 14 2023 01:21 PM	<input checked="" type="checkbox"/>	7
<b>Addendum_1_Fleet Electrification_RFP_051123</b> Wed March 29 2023 02:50 PM	<input checked="" type="checkbox"/>	3

**AMENDMENT #1  
TO  
CONTRACT # 051123-INC**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **InCharge Energy Inc.** (Supplier).

Sourcewell awarded a contract to Supplier to provide Fleet Electrification Transition Planning, Management, and Related Services to Sourcewell and its Participating Entities, effective July 18, 2023, through July 19, 2027 (Contract).

Supplier's terms related to sourced products, found in Supplier's Proposal line item 62 under "Table 11: Pricing and Delivery" are deleted and replaced with the following:

Sourced products, at customer request, will be priced using a cost-plus model where markup will not exceed 25%.

Except as amended above, the Contract remains in full force and effect.

**Sourcewell**

DocuSigned by:  
Jeremy Schwartz  
C0FD2A139D00489...  
BY: Jeremy Schwartz, Director of Operations/CPO  
Date: 10/25/2023 | 8:04 PM CDT

**InCharge Energy Inc.**

DocuSigned by:  
Terry O'Day  
28B7F35E7ECD427...  
BY: Terry O'Day, Chief Operating Officer  
Date: 10/25/2023 | 4:35 PM PDT

Approved:

DocuSigned by:  
Chad Coauette  
48BAF71B0894454...  
BY: Chad Coauette, Executive Director/CEO  
Date: 10/25/2023 | 8:19 PM CDT