



MASTER AGREEMENT # 021825
CATEGORY: Electric Vehicle Supply Equipment with Related Services
SUPPLIER: Highland Electric Fleets, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Highland Electric Fleets, Inc., 200 Cummings Center, Suite 273D, Beverly, MA 01915 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on September 18,2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (RFP #021825) to Participating Entities. In Scope solutions include:
 - a) **Category 1:** On Grid Electric Vehicle Supply Equipment and Related Services:
 - i) All forms of network and non-network electric vehicle charging hardware and related infrastructure, including charging stations;
 - ii) Services related to the offering of electric vehicle charging hardware, including maintenance, repair, parts, supplies, and training;
 - iii) Site Assessment, site preparation and materials, and installation services related to electric vehicle charging hardware; and,
 - iv) Electric vehicle supply network service providers and operators, charge monitoring and reporting services, billing services, grid and power management solutions, with related software technology.
 - v) **Category 1** responders **MAY** include off-grid (Category 2) solutions in their response.
 - b) **Category 2:** Solar and Off-Grid **ONLY** Electric Vehicle Supply Equipment and Related Services, such as:
 - i) All forms of network and non-network electric vehicle charging hardware and related infrastructure, including charging stations;
 - ii) Services related to the offering of electric vehicle charging hardware, including maintenance, repair, parts, supplies, and training;
 - iii) Site Assessment, site preparation and materials, and installation services related to electric vehicle charging hardware;
 - iv) Electric vehicle supply network service providers and operators, charge monitoring and reporting services, billing services, grid and power management solutions, with related software technology.
 - v) **Category 2** responders may **ONLY** offer solutions capable of operating off-grid.

- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal

grant or other federal funding to purchase solutions from this Agreement 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 Section, all references to “federal” should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier’s Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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 comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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 Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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 Agreement it will comply with applicable requirements as referenced above.

vi) **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.

vii) **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).

viii) **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.

ix) **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.

x) **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.

xi) **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 Agreement 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.

xii) **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.

xiii) **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.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement 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 Agreement or any purchase by an authorized user.

xv) **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 Agreement or any purchase by a Participating Entity.

xvi) **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.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement 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.

xviii) **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.

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

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

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions 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 Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
- Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
 - Participating Entity Contact Email Address;
 - Participating Entity Contact Telephone Number;
- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement 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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **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, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
 - c) **Use; Quality Control.**
 - i) 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.

- ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
- d) **Termination.** Upon the termination of this Agreement 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.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **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 Agreement.
- \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an

alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its 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 Agreement 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and

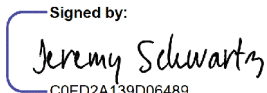
Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Supplier and Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

021825-HEF

Sourcewell

Signed by:


C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 9/15/2025 | 5:12 PM CDT

Highland Electric Fleets, Inc.

Signed by:


1CE9D60FFBF0437...

By: _____

Duncan McIntyre

Title: CEO

Date: 9/15/2025 | 3:45 PM CDT

RFP 021825 - Electric Vehicle Supply Equipment with Related Services

Vendor Details

Company Name: Highland Electric Fleets
Address: 200 Cummings Center Suite 273D
Beverly, Massachusetts 01915
Contact: Susan Weber
Email: susan@highlandfleets.com
Phone: 978-979-1019
Fax: 978-288-1105
HST#: 83-3098165

Submission Details

Created On: Tuesday January 21, 2025 08:54:40
Submitted On: Tuesday February 18, 2025 14:28:10
Submitted By: Susan Weber
Email: susan@highlandfleets.com
Transaction #: 00c5763b-f2f1-45ad-a6c3-5b6c90b1c209
Submitter's IP Address: 147.243.124.199

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Highland Electric Fleets, Inc., a Delaware corporation	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Highland enters into its customer contracts via wholly owned direct or indirect subsidiaries and through authorized distributors/resale partners. Highland also utilizes operational subsidiaries, including a construction subsidiary (HEF Construction, LLC) and an operation and maintenance subsidiary (HEF Operations, LLC), to provide services to the Highland entity that is party to the customer contract. Highland may form and utilize additional operational subsidiaries and authorized additional distributors/resale partners from time to time in connection with the performance of the services. In connection with its periodic financing of assets, Highland may hold titles, or its project companies, in a special purpose financing entity or titling trust.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Highland's Unique Entity Identifier (SAM) is HQQCY6MG68C7.	*
5	Provide your NAICS code applicable to Solutions proposed.	532120 - Truck, Utility Trailer, and RV (Recreational Vehicle) Rental and Leasing 221118 - Other Electric Power Generation 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	*
6	Proposer Physical Address:	200 Cummings Center, Suite 273D, Beverly, MA 01915	*
7	Proposer website address (or addresses):	https://highlandfleets.com	*
8	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):	Duncan McIntyre CEO 200 Cummings Center, Suite 273D, Beverly, MA 01915 duncan@highlandfleets.com 978-288-1105	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Amy McGuire Senior Director, Market Development 200 Cummings Center, Suite 273D, Beverly, MA 01915 amy@highlandfleets.com 650-922-6389	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Brendan Beasley, General Counsel 200 Cummings Center, Suite 273D Beverly, MA 01915 brendan@highlandfleets.com 978-288-1105	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
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11	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>COMPANY HISTORY</p> <p>Highland Electric Fleets (Highland) is a TIME Magazine 100 Most Influential Global Company (2024 awardee), and is pioneering the field of Charging-as-a-Service, transportation electrification, and V2G bi-directional charging solutions. Highland's comprehensive solutions make the charging and electric vehicle transition accessible and affordable for school districts, municipal and local governments and fleet operators across the U.S. and Canada.</p> <p>Founded in 2019 and headquartered in Beverly, Massachusetts, Highland is one of the first companies to offer bundled transportation electrification solutions in the as-a-service space. The company is well capitalized, having raised \$253 million in venture capital funding led by Vision Ridge Partners, has over \$100M in EVSE and EV assets under management, and has helped secure over \$525 million in grants and incentives for school districts across North America.</p> <p>Highland's expertise in the field of charging and electrification has helped customer fleets drive over 3.8 million electric miles fueled by Highland's Charging-as-a-Service and Charging-as-a-Service Plus+ solutions. Our team is able to ensure at least 97% uptime across all chargers included in our bundled service projects and supports the electric transportation needs for communities across the country, at no up-front costs to the customer.</p> <p>Since its founding, Highland has rapidly established itself as the national leader in commercial bi-directional charging, vehicle-to-grid (V2G) technologies. Highland's V2G programs demonstrate how leveraging electric vehicle batteries can save customers on electricity costs (thus making the transition to EVs more affordable), and support their resilience during natural disasters, blackouts, and during periods of peak demand.</p> <p>Case-in-point: In 2024 Highland was the second highest-grossing awardee of the U.S. Department of Energy's (DOE) GRIP program, which includes approximately \$10.9 million in cost-share funding to accelerate V2G adoption across the U.S. This program will establish bi-directional charging projects across the U.S., as supported by Highland's project teams and its 13 utility partners from around the U.S.</p> <p>As part of the GRIP project, Highland will support development of the DOE's National V2G Policy and Program Toolkit, providing scalable utility program designs and best practices for implementing V2G technology for customers, including Sourcewell members, nationwide. V2G is a paradigm shifting technology that helps customers fully integrate and balance their vehicle fleets, charging needs, electricity demand, electricity production (with on-site or off-grid systems, as offered in this proposal) while building safer, healthier and more resilient communities.</p> <p>Highland has proudly served Sourcewell Members since receiving a cooperative contract award in 2023 for turnkey fleet electrification services, the first of its kind in the new category of Fleet Electrification Transition Planning, Management, and Related Services. Since then, Highland has and continues to support Sourcewell Members across the United States to procure Fleet Electrification solutions, and accelerate the pace and scale of the transition to electric vehicle adoption to deliver substantial health, environmental, resiliency and operational/cost benefits to the communities it serves, through its bundled offerings.</p> <p>BUSINESS PHILOSOPHY AND CORE VALUES</p> <p>Highland Electric Fleets' business philosophy is centered around making chargers and electric vehicles affordable and accessible to school districts and municipal governments. Key aspects of the company's philosophy and core values include:</p> <p>COMMUNITY FIRST. Highland was formed with the goal to expand access to the health, environmental, and economic benefits of electric charging solutions and electric vehicles. For example, numerous studies have shown that the tailpipe emissions can harm lungs and exacerbate or increase the risk of pediatric asthma. Studies have also shown that tailpipe emissions can negatively impact children's cognitive function and affect their academic performance. Electric vehicles eliminate these harmful tailpipe emissions for a cleaner, smoother ride, and Highland is leading the charge to a healthier, more sustainable future. Highland is committed to serving urban, rural, affluent, and historically underserved areas communities. Lastly, Highland offers numerous "Teach In" events that bring together the community, local municipal governments and K-12 and industry experts to exchange lessons learned and best practices associated with EVSE and transportation electrification.</p> <p>AFFORDABILITY. Highland aims to simplify and make affordable electric chargers and electric vehicles for Sourcewell Membership. We achieve this through a unique suite of products and services that cover all aspects of fleet charging infrastructure and fleet electrification, from planning and implementation to ongoing charging operations, and leveraging tax equity, and grants and incentives to lower the effective</p>
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		<p>cost of implementation. Our bundled service offerings are provided at no upfront cost to the customer.</p> <p>CUSTOMER CENTRICITY. With a mission to make electric charging and fleets accessible and affordable for all, Highland is the most trusted partner for K-12 and municipal governments. For its bundled solutions, Highland is equipment brand agnostic and maintains partnerships with all major manufacturers so that we have the flexibility to address a customer's specific circumstances. We have established relationships with national, regional and local EVSE dealers across North America from a multitude of brands and others to best serve our customers unique needs.</p> <p>SUMMARY</p> <p>As the demand for sustainable transportation solutions continues to grow, Highland is well-positioned to expand its market share and deliver value to Sourcewell Members. The company's innovative approach to Charging-as-a-Service, EVSE, and fleet electrification, combined with its strong partnerships, commercial network, and technological capabilities, speaks to a promising future in the evolving landscape of clean energy and transportation.</p>	
12	What are your company's expectations in the event of an award?	<p>In the event of an award, Highland expects to support Sourcewell Members to achieve their charging and electrification goals in an efficient and affordable manner. Highland has the expertise, scale, and capital to support all Sourcewell Members as an awarded vendor.</p> <p>In the event of an award Highland will:</p> <ul style="list-style-type: none"> • Promote and support the Sourcewell Multiple Award Schedule alongside our partners and customers. • Participate in government trade shows and develop marketing, sales, and operational materials for Sourcewell and government procurement to support Sourcewell members. • Conduct a virtual "teach-in" event for Sourcewell Members. The event will bring together regional innovation leaders including utilities, policymakers, technology providers and public health advocates to knowledge-share and problem solve with the Sourcewell Members and their constituents around deploying EVSE and related solutions. Highland has hosted or sponsored six events in the past year, underscoring our commitment to education. • Enroll commercial staff in Sourcewell U • Continue twice annual government sales training with Highland's Cooperative Procurement consultant, who has trained hundreds of sales representatives in leveraging Sourcewell Contracts. • Continue professional development and networking by attending the annual H2O Conference. • Pursue statewide adoptions. • Assist government fleets in achieving zero-emissions mandates and succeeding with new technologies. 	*
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Highland's financials are reviewed by an independent auditor (Deloitte). Attached is a letter of support from Vision Ridge Partners, LLC (see Financial Strength Stability_VR Support Letter attachment). Vision Ridge, our primary project investor, is an infrastructure fund with extensive experience in energy and clean technologies.	*
14	What is your US market share for the Solutions that you are proposing?	<p>For our Solutions offerings, our market share is as follows:</p> <ul style="list-style-type: none"> • Charging-as-a-Service. Highland began providing its Charging-as-a-Service offering in 2022, and has rapidly captured an estimated 10% market share in just over two years in the school bus/passenger van market segment. This category includes other related product and service solutions that are bundled under this proposal, including Charger Hardware, CMS and Software Solutions, Site Design & Installation, and Operations & Maintenance. • Charging-as-a-Service Plus+. For this turnkey services offering, we have an approximate 85% market share in K-12 education, excluding third-party transportation companies with whom districts fully outsource the transportation department. Including third-party transportation providers, our K-12 market share is approximately 65%. This category includes other related product and service solutions that are bundled under this proposal, including Charger Hardware, CMS and Software Solutions, System Design & Installation, and Operations & Maintenance. 	*

15	What is your Canadian market share for the Solutions that you are proposing?	Highland has developed a sister operation, Highland Electric Fleets (Canada), ULC, dedicated to enabling charging and electrification throughout Canada. While Highland does not currently have any executed customer contracts in Canada, the company has nine executed letters of intent with school districts and the third-party transportation providers that serve them. Additionally, we are excited to be developing one of Canada's inaugural vehicle-to-grid (V2G) projects.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). 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?	<p>Highland is best described as a provider of bundled charging and electrification services (e.g. Charging-as-a-Service), and also serves as a reseller of component and ancillary products and services that are included in its bundled offerings.</p> <p>a) Please see attached Letters of Supply under 'Additional Document Upload'.</p> <p>b) Highland has 137 full-time employees located in two offices (Beverly, MA and Denver, CO) as well as working across 14 U.S. states and one Canadian province. Approximately 44 employees work within the sales, origination, market development, and marketing functions. Our direct sales team includes inside and outside sales and business development professionals who support customers from discovery to contract execution.</p> <p>Highland works with dealers on joint-marketing and joint-sales efforts, feasibility analyses to develop EVSE solutions that meet customer operational demands, and by providing local warranty and other maintenance services to our customers. Our ability to successfully execute and operate Charging-as-a-Service deployments has helped us to attract and build a national EVSE and EV dealer and supplier network. Highland prides itself in operating its sales function within the existing EV ecosystem, including by developing close relationships with value added dealers.</p> <p>Highland's operations team, comprised of approximately 32 full-time employees, delivers our products and coordinates services including installation, maintenance and warranty work through our national, regional and local partners. The operations team orchestrates efforts with our dealer network, OEMs and Highland employees to provide training, technical support, and ensure warranty work is completed promptly for customers. This team is in constant contact with our sales team to ensure a smooth customer experience as projects transition from contract phase to development/integration through deployment.</p> <p>Our project developers coordinate with the customer, utilities, permitting agencies, vendors, and subcontractors to design, procure, and install charging infrastructure. As a project becomes operational, our operations team—which includes dedicated customer success professionals—is the main point of contact for the customer to address training, service issues, maintenance or repair reimbursement, and software platform support. The team has over five years of experience deploying and operating charging infrastructure and electric vehicles.</p> <p>Additionally, the operations team includes employees with relevant prior experience in renewable energy project planning and development, engineering, construction, electric vehicle charging solutions, electric fleet management, and renewable energy systems. To develop and electrify a charging depot, this team manages outside dealers, engineers and subcontractors for infrastructure development. These parties are typically local to the project area. Our subcontractors have substantial depot electrification and related experience, as detailed in Question 29.</p>	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>The license and certification requirements will vary by jurisdiction.</p> <p>In the development phase for each of our projects, the construction work is typically required to be performed by a licensed electrician and design drawings may be required to be stamped by a professional engineer in the Authority Having Jurisdiction (AHJ). We hire subcontractors with appropriate licenses and certifications to perform this work, and Highland has professional engineers and experienced managers on staff to project manage this work.</p> <p>In jurisdictions where lessors of vehicles are required to be licensed, Highland holds such licenses. Additionally, the equipment that Highland provides as part of its services, chargers and electric vehicles, are often subject to state, national, and industry safety standards. The contracts we execute with vendors, and the related POs and work orders, require that the equipment comply with applicable laws. Highland ensures that the equipment supplied by vendors, or their dealers, to be used in its offerings has satisfied any applicable standards or certifications and that any required training programs for operators and mechanics are facilitated.</p>	*

19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>Highland has received numerous accolades over its corporate history:</p> <ul style="list-style-type: none"> Named to TIME's 2024 list of the 100 Most Influential Companies globally. Highland was recognized in the Pioneers category for making electric vehicles more affordable and accessible to all communities. Company CEO Duncan McIntyre has been honored as one of the Climate Action 15 by Business Insider, which highlights 15 global innovators leading the charge in green solutions for 2024. This annual list showcases individuals who are making significant contributions to combat climate change through innovative technologies and strategies. Highland's Scaling Vehicle-to-Grid (V2G) Integration Nationally project received approximately \$10.9 million in cost-share funding from the U.S. Department of Energy's Grid Deployment Office to accelerate V2G adoption across the country. Highland and its partners will deploy and refine 14 pilot projects in 12 large utility territories and 11 pilot project states, including V2G, Vehicle-to-Building (V2B) + Storage, and Solar + Storage. Highland's V2G Program in collaboration with Green Mountain Power was profiled by the New York Times in 2023 for its innovative approach to integrating electric school buses into the grid. This program allows idle buses to provide energy back to the grid during peak demand, showcasing a sustainable model for reducing energy costs and carbon emissions while enhancing grid resilience. Highland won the 2022 Cleanie Award for Pioneer in New Technology: Electric Vehicles. This award recognizes innovators and organizations making an impact in the clean energy sector. Highland was recognized as a leader paving the way to a decarbonized future. Our EVSE and electric fleet deployments have been noted in Marketplace, TIME, ABC News, the Washington Post, Fast Company, NPR, the Boston Globe, Bloomberg, CNBC, TechCrunch, Yahoo Finance, David Roberts' Volts podcast, Student Transportation News, Education Week, Electrek, School Bus Fleet, and Education Weekly, among other publications. These publications and recognitions demonstrate Highland's growing influence and leadership in the charging and fleet electrification industries. For more information on these and other articles, see the "In the News" section of our website at https://highlandfleets.com/about-us/#in-the-news. 	*
21	What percentage of your sales are to the governmental sector in the past three years?	Highland's core market over the past 5 years has been K-12. However, in the past year Highland has actively engaged state, local and municipal customers, including helping municipal customers apply for EPA's Clean Heavy Duty Vehicle Program. Highland expects to sign several of these deals shortly after submission of this RFP.	*
22	What percentage of your sales are to the education sector in the past three years?	100%	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>Please see attached for a confidential summary of Highland's sales through the Cooperatives listed below.</p> <p>Sourcewell awarded Highland Contract No. 051123-HEF in May 2023 as part of Sourcewell's Fleet Electrification Transition Planning category. Highland's inclusion among nine awardees (of over forty applicants) highlights its expertise in managing complex electrification projects.</p> <p>PowerOptions selected Highland as a provider of EV Supply Equipment, Smart Charging, and Charging-as-a-Service for its member organizations, as a part of its Clean Transportation Program. PowerOptions is an energy procurement and management services nonprofit that supports 450+ nonprofits and public entities in MA, CT, and RI to reduce costs, create new long-term energy strategies, and mitigate risks. PowerOptions' Clean Transportation Program provides support for electric vehicle chargers and fleet options to nonprofits and public entities.</p> <p>SPURR selected Highland in 2023 for a competitive purchasing contract for turnkey fleet electrification services. SPURR is a California-based buying cooperative. This competitive award contract for Charging-as-a-Service and Charging-as-a-Service Plus+ is accessible to California public agencies, including municipalities, K-12, county education offices, and community colleges.</p>	*
24	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?	N/A	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
South Burlington School District	Sean McKenzie	802-652-7479	*
Wilkes County Schools	Ronald Stephens	706-431-5771	*
Cache Public Schools	Chad Hance	580-583-1328	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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.	<p>We have a sales team of approximately 44 full-time employees, directly employed by Highland. This cross-functional team is well positioned to promptly support Sourcewell Members in the US and Canada. The team includes inside and outside sales, project origination, marketing and market development employees located in Massachusetts, Michigan, Oregon, New York, Colorado, California, Illinois, Washington D.C., Pennsylvania, North Carolina, Texas, South Carolina, and Prince Edward Island. The team is designed to be cross functional so that we address all the elements that are required to create a pipeline of projects, including broad-based marketing outreach, government and stakeholder partnerships, community organizing, direct sales, and detailed project development. Sales and origination comprise approximately 21 employees and marketing and market development comprise approximately 23 employees.</p> <p>The Highland sales force collaborates continuously with the service department to ensure a proposed project is technically and financially feasible. Our operations team provides equipment and subcontractor quotes, operational efficiency analysis, and other data and best-practices from our customers to ensure the sales force can provide Sourcewell Members with the most efficient and affordable solutions.</p> <p>Additionally, our strong and geographically diverse dealer network drives local business. Dealer relationships have developed via existing deployments served by dealers, strong relationships with OEMs, and cultivation through our employees that are sales and electrification veterans who have pre-existing relationships and attend trade shows and other industry events in this space. Our dealer networks include formal and informal partnerships. We also launched a dealer program that further aligned our mutual interests with participating dealers.</p> <p>Highland’s ability to serve and provide industry-best operational service to customers across North America is best illustrated by the geographic diversity of its projects, from populated urban areas in the DC Metro Area including Baltimore Public Schools and Montgomery County to more rural customers in Hardin County Illinois, on the border with Kentucky, and in Red Lake Minnesota near the Canadian border. Each of these customers have unique use-cases, technological requirements based on existing infrastructure, climate and geography, permitting and utility requirements, as well as purchasing, grant/incentives/rebate requirements, just to name a few. Highland’s flexible solutions and offerings, as well as the strategic placement of staff and partners (from sales to service) ensures each of these communities—regardless of its characteristics—is served by Highland to the industry’s highest standards.</p>	*

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Highland enters into its customer contracts via wholly owned direct or indirect subsidiaries and through authorized distributors/resale partners. Authorized Sellers may also include Highland authorized EPCs, charge-point-operators, OEMs, charger and electric vehicle dealers, and transportation solutions providers including third-party operators. Highland has relationships with vendors across the entire EV Charging and Electrification value-chain throughout North America, and leverages these relationships to support Members via local or regional staff and partners, based on their unique EVSE or related service needs.</p> <p>Highland also utilizes operational subsidiaries, including a construction subsidiary (HEF Construction, LLC) and an operation and maintenance subsidiary (HEF Operations, LLC), to provide services to the Highland entity that is party to the customer contract. Highland may form and utilize additional operational subsidiaries and authorize additional distributors/resale partners from time to time in connection with the performance of the services. In connection with its periodic financing of assets, Highland may hold titles, or its project companies, in a special purpose financing entity or titling trust.</p>
28	If your proposal includes delivery of services by prequalified contractors, describe your method of prequalification. State how prequalified contractors will be identified or selected by Sourcewell Participating Entities in the event of contract award.	<p>Highland's procurement team has run competitive RFPs to identify and qualify local contractors for EVSE infrastructure system design and installation projects in 41 states. Our project development team has systems in place to ensure subcontractors for installation meet all requirements pertaining licensing, certification, installation, and training end users. Highland Project Managers are responsible for ensuring design and installation comply with all relevant local, regional, and utility codes, regulations, and standards related to EV infrastructure and electrical installations. This includes important project management tasks such as timeline management and overseeing development work as performed through our local partnerships. We project manage preliminary infrastructure design and utility management, which typically require electricians and engineers with state licensure. All infrastructure plans are certified and stamped by licensed professional engineers.</p> <p>Significantly, Highland has established a nationwide partnership program with electrical installation contractors, ensuring a rigorous vetting process to select qualified and reliable partners. Each contractor is evaluated based on key criteria, including:</p> <ul style="list-style-type: none"> • Signatory status with local unions • Participation in registered apprenticeship programs • Ability to provide certified payroll to meet prevailing wage requirements • Capability to bid projects compliant with Buy America Build America (BABA) regulations • Capacity to self-perform the majority of contracted work • DBE certification status • Financial stability, meeting minimum revenue thresholds to support long-term partnership <p>Once a contractor is selected, they develop a dedicated team for Highland projects, ensuring consistency in project management and on-site supervision.</p> <p>We maintain a growing list of pre-approved subcontractors across regions where we have active deployments and work with reputable, experienced engineering and construction firms typically local to a region. For example, we have partnered with Cupertino Electric, a 65-year-old electrical contracting firm, in California; DK Power, an experienced electrical firm, in New England; Hunt Consulting, a similarly experienced firm in Maryland; Hayat Brown (Washington, D.C.); Dynamic Concepts Inc. (DCI; Washington, D.C.); and R.B. Hinkle (VA), many of which are minority- and women-owned businesses. This growing list of local contractors allows Highland's Project Development team to work with Sourcewell Members to identify preferred contractors that bring the most value to their project(s).</p> <p>Additionally, we subcontract routine operations and maintenance of our charging facilities during the contract term to third-party experts with scale and related cost efficiencies.</p> <p>Our uptime guarantee creates a powerful incentive for Highland to work with the most qualified contractors and suppliers for each of our projects, since—if we do not meet 97% uptimes—we must credit the Sourcewell Member's annual contract price by an amount that is equivalent to the percentage to which we are under the 97% charging threshold.</p>

29	Service force.	<p>Our fleet operations team includes a direct service force of approximately 32 full-time employees, plus consultants and local subcontractors, as described below. The team ensures our customers are supported from project creation, consulting and feasibility review, system design and installation, and—for bundled service projects or for those customers choosing annual operations and maintenance (O&M) plans—operations through the entire term of their contract with Highland.</p> <p>Highland's operations team coordinates with our team of experienced Field Service Technicians and trusted local partners to ensure timely resolution with minimal disruption to Sourcewell Members' operations. For any service level commitments from Highland that are supported by our subcontractors and vendors, we ensure that our subcontractors and vendors have at least the same service level commitments to Highland. Here again, Highland's bundled service guarantees create powerful incentives for expedient resolution, as, otherwise, Highland must issue credits back to the customer, making it essential to ensure local partners are as qualified as our direct team.</p> <p>Where Highland assets under management have sufficient concentration, Highland hires full time, direct Fleet Service Technicians, to add to its current direct service force of 32.</p>	*
30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Sourcewell Members' orders are fulfilled through Highland's direct sales team and network of authorized dealers, each (as applicable) responsible for coordinating with subcontractors, vendors, and/or installation or operations affiliated entities for every deployment. A list of requirements for equipment and services will be based on the specifications provided by the customer and the charging infrastructure specifications based on the site assessment. Highland's Sales Team and/or Authorized Dealers will then create quotes/proposals, receive and process purchase orders, issue requisitions for the equipment, and execute purchase orders with respective suppliers.</p> <p>Highland's Sales Operations team ensures coordination with and training of each Authorized Seller to ensure compliance with Highland contracts, and accurate and timely reporting to ensure Highland meets its reporting obligations to Sourcewell.</p>	*

31	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>REMOTE SUPPORT: Customers can reach Highland's support team through phone, email, or ticket submission via FleetX. Phone support, which is available through a dedicated support line, is available from 9am to 8pm ET. If a team member is not immediately available, calls are returned within 1 business hour. Customers can submit concerns via email or support ticket 24/7 and expect a response within 30-minutes from 9am to 8pm ET. In addition to responding to customer-submitted concerns, Highland's support team also monitors our charge management software to proactively identify and resolve many system issues.</p> <p>ON SITE SUPPORT: For our bundled service offerings and projects including installation, every customer is paired with a dedicated Customer Success Manager (CSM) who deeply understands their operations and goals, meets with them regularly to ensure project expectations are met, and guides them to optimize the use of their chargers. Once bundled service projects are operational, we guarantee 97% charger uptime, route readiness, and response time (for our Charging-as-a-Service bundled solutions). If we do not meet 97% charger uptime, we credit the Sourcewell Member's annual contract price by an amount that is equivalent to the percentage to which we are under the 97% charging threshold. This downtime credit creates a powerful incentive for Highland to ensure the responsiveness and resolution of any issues by our direct field service technicians or our local partners. Through prequalification, these local partners are held to the same high standard as our internal employees to ensure project uptime. Downtime has material implications for our customers and Highland, and therefore we employ and deploy the industry's best customer service and direct service teams to ensure the uptime of our projects.</p> <p>When on-site support is required, Highland coordinates with our team of experienced Field Service Technicians (FSTs) and/or trusted local partners to ensure timely resolution with minimal disruption to Sourcewell Members' operations. For any service level commitments from Highland that are supported by our subcontractors and vendors, we ensure that our subcontractors and vendors have at least the same service level commitments to Highland.</p> <p>EMPOWERING CUSTOMERS: Highland's bundled service offerings include custom training for all staff involved in the operations of the chargers and vehicles, change management consultation, and customer support and enablement throughout the life of the contract. Highland's proprietary software, FleetX, allows customers to see real-time project status updates, access training materials, submit support tickets, and monitor charger and vehicle data.</p> <p>Additionally, and at no additional charge, all Sourcewell Members will be provided access rights to view our charge management software, FleetX. FleetX provides vehicle state of charge, live locational data, as well as other pertinent operational information. This information allows Highland and local transportation staff to detect performance issues in real time. This tool enables full transparency with our customers as to the state of their fleets performance, and supports resolution of service issues promptly.</p> <p>COMMITMENTS: Highland has established the following internal Key Performance Indicators (KPIs):</p> <ul style="list-style-type: none"> • 97% charger uptime • 30-minute customer response time • 20 Net Promoter Score • 100% of vehicles deployed to be in use in regular operations (if applicable) • 93% vehicle uptime (if applicable) <p>Our charger uptime, route-ready and service guarantees ensure that Sourcewell Members will have fully functioning chargers and, in addition, if applicable, an electric vehicle, that is sufficiently charged at the start of each duty cycle.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Highland is the most qualified provider of EVSE and related charging services in the United States, and brings the internal and external resources necessary to provide support to any Sourcewell Member, as we have done since our award in 2023. We remain ready and willing to do so. The products and services described in the RFP, align directly with Highland's offering as a one-stop-shop for charging and fleet electrification needs. Our broad network of dealers and installation partners positions us well to be responsive to any Sourcewell Member. Highland can provide our full suite of services across all U.S. states and Canada.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Highland brings the internal and external resources necessary to support any Sourcewell Member in Canada. As in the United States, there is no region in Canada where we would not provide services.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Highland will fully serve all U.S. states and territories and Canadian provinces.	*

35	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	None.	*
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific requirements that would restrict our business in Hawaii, Alaska, and in US territories.	*
37	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

38	Describe the process for installation of your products and services and explain the method of quotation, as applicable.	<p>Highland will work with awarded Sourcewell Members through every step of System Design and Installation to ensure operational readiness, including utility coordination, engineering, procurement, site design and permitting, and installation.</p> <p>Our Project Development team has extensive experience in successfully engaging the necessary stakeholders needed to orchestrate the many tasks required for on-time and reliable infrastructure implementation. Highland will work directly with Sourcewell Members to ensure the chosen package and implementation will satisfy both short and long-term goals, including a plan for future deployments. Expensive and disruptive future construction can be avoided with a comprehensive long-term plan.</p> <p>Highland will minimize any potential disruption to existing vehicle infrastructure and operation as electric vehicles are deployed. Parking areas will consider current driver operations (e.g., parking procedures such as pull-in, pull-through, or back-in).</p> <p>SYSTEM DESIGN & INSTALLATION</p> <p>i. DESIGN</p> <p>Highland will work closely with Sourcewell Members to co-create an optimal site plan and corresponding timeline to ensure full alignment of expectations for physical infrastructure. Additionally, Highland will liaise with Sourcewell Members, as needed, on all design depots.</p> <p>Highland manages the complexity of the engineering process in collaboration with Sourcewell Members. Highland will also coordinate with the municipality, as needed, to ensure engineering meets applicable laws. Highland utilizes a network of engineers and contractors with local expertise. Although Highland's contract often includes construction management, engineering, and contractor costs, Sourcewell Members will be given full access and decision-making authority at each stage in the process should they desire it. Customer involvement typically includes drawing approvals, site walks, and guidance on construction procedures.</p> <p>ii. PERMITTING AND UTILITY INTERCONNECTION</p> <p>As a part of site planning, Highland also notifies, applies for, and follows through on all infrastructure-related permitting requirements. Highland works with its local engineers and project managers to ensure all permits are obtained in a timely fashion, avoiding costly delays. Project-specific approvals and design/engineering will be replicated as much as practical from prior implementations. The Authority Having Jurisdiction, permitting and planning agencies, and local utilities will be engaged early in the process to streamline the design, construction, and interconnection of the projects into the local utility infrastructure and quickly identify bottlenecks to meet the project objectives.</p> <p>iii. INSTALLATION</p> <p>Highland facilitates the scheduling, delivery, and commissioning of all site work and installation and will work with Sourcewell Members, as needed, to minimize disruption to normal operations during the construction phase. Our project development team works closely with engineering and construction partners throughout the implementation process, including weekly meetings pre-construction and daily check-ins during construction. We also perform regular on-site visits to ensure a project is meeting our quality and timeline expectations. Since we closely monitor our subcontractors and do not get paid by our customers until the charging system is operational, if standards are not met, we intervene immediately.</p> <p>iv. COMMISSIONING</p> <p>After the physical installation of EVSE has been completed by licensed electricians, Highland coordinates with manufacturer technicians to perform and finalize charger testing and commissioning.</p> <p>METHOD OF QUOTATION</p> <p>Highland pricing (including pricing for all services described under "System Design & Installation") reflects a Member's total cost of acquisition, with the sole exception of freight for charger sales. Certain a-la-carte items may be required for microgrid projects, but pricing for these items has been included in the RFP. Barring these exceptions, Highland's pricing represents a fully-loaded cost to Sourcewell Members. The total cost associated with any purchase is disclosed in the pricing quote to the applicable Member at the time of purchase.</p> <p>Importantly, Highland provides a detailed assessment of the incentives available to each Member and spearheads the process for securing these funds, which include: state and federal Charging and EV incentive programs, e.g. utility "make-ready" programs, EPA Clean School Bus, and tax credits and financing mechanisms available through the Inflation Reduction Act. Available incentives are passed through to end users (as further described in Question 65) and reflected in the final customer quote.</p>
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39	Demonstrate your capabilities to provide solutions offered by providing a list of significant government, public agency, or similar entity projects completed in the past five (5) years.	<p>Highland's top 10 largest projects in operation are included below, along with the number of chargers deployed, and the Sourcewell Member Account number.</p> <p>Montgomery County Public Schools, MD (324 chargers, Sourcewell Account #9498)</p> <p>Baltimore City Public Schools, MD (25 chargers, Sourcewell Account #1180)</p> <p>Compton Unified School District, CA (25 chargers, Sourcewell Account #105815)</p> <p>Cumberland, RI (24 chargers, Sourcewell Account #139227)</p> <p>Dixie District Schools, FL (23 chargers, Sourcewell Account #97063)</p> <p>Jackson Public Schools, MI (22 chargers, Sourcewell Account #155155)</p> <p>Dearborn Public Schools, MI (21 chargers, Sourcewell Account #10446)</p> <p>Glades County School District, FL (13 chargers, Sourcewell Account #15389)</p> <p>Hardin County Public Schools, IL (12 chargers, Sourcewell Account #234397)</p> <p>WeDriveU - Boston, MA (11 chargers, Sourcewell Account n/a)</p> <p>Beacon Mobility - Dracut, MA (10 chargers, Sourcewell Account n/a)</p> <p>Salinas City Elementary School District, CA (10 chargers, Sourcewell Account #11375)</p>
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Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
40	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>When Highland received its Sourcewell award for Fleet Electrification in 2023, we undertook the following marketing strategy and will follow these steps if awarded an EVSE and Related Services contract.</p> <p>In more detail, Highland will collaborate with Sourcewell on an initial press release, pitching the partnership to business and trade media outlets. We will write a blog post to share with our database of contacts, and create a page on our website that prominently highlights our partnership with Sourcewell, including the Sourcewell Logo and our Contract Number, a link to our Award Page on the Sourcewell website, as well as the information needed from Sourcewell Members to work with Highland to provide services offered under the contract.</p> <p>Highland will also notify its partners and dealers in the charger and electric vehicle industries – including manufacturers, dealers, and other channel partners. We will also notify regional and national advocates of clean transportation, including World Resources Institute (WRI), and the Climate Mayors program, among others. Through our existing relationships with several "climate mayors" and their staff, we will seek placement on the driveevfleets.org website. Highland provides, and would continue to offer to Sourcewell Members, free educational briefings on the topic of fleet electrification.</p> <p>We will continue to reach out to our growing social following on LinkedIn, Instagram, TikTok and Facebook to drive awareness of our Sourcewell contract and drive to the page on our site that highlights our partnership. We will also use paid social media advertising, Google search and display ads, radio and podcast advertising and print advertising in key industry publications and events to promote our Sourcewell partnership.</p> <p>Additionally, we will update our public agency sales deck and marketing collateral to reference the Sourcewell award and update related talking points. We will notify existing opportunities in the pipeline via email blast. We will initiate additional direct communications to each of our prospective customers who have identified internal procurement obstacles as barriers to electrification; for instance, we have talked with prospective customers who have expressed to us a desire to procure through Sourcewell, and we would reach out to these customers specifically.</p> <p>See attached copies of marketing collateral (Marketing Materials attachment).</p>

41	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Highland uses an array of well-established cloud-based technologies to enhance its sales (Copper), project development (Asana), ticketing system (HubSpot and Go), and asset management (Zuppper) functions. These tools are scalable and will be invaluable to support Sourcewell Members as sales volume grows.</p> <p>We anticipate notifying our networks and potential customers of the Sourcewell award using the following mediums: email, LinkedIn, Instagram, Facebook, a blog, a press release, and the Highland website. Highland has over 11,000 followers on LinkedIn, over 1,000 followers on Instagram and over 7,000 followers on TikTok. Our website has over 9,000 unique visitors per month, and our marketing email open rates typically range from 50% to 90%. Over the last 12 months, Highland has put out or participated in 14 press releases, including those about our deployments; vehicle-to-grid results; partnerships with vendors; and staff news. Highland also produces Bus Talk, a series of seven short videos designed to demystify the technology and benefits of electric chargers and vehicles. Recent episodes have covered charging electric buses, driving experiences, range anxiety, cost savings, vehicle-to-grid (V2G) use cases, and more.</p> <p>Highland is active at industry trade shows, exhibiting at or sponsoring nearly 30 events for transportation directors, school superintendents, board members, and business officials over the last year. Our employees are sought-after industry experts: Highland staff have spoken at many events in the last year, including the Axios Summit, Massachusetts Association of School Business Officials Spring Conference, Clean Fuels Michigan's Disrupt Event, and the National School Boards Association's Annual Conference, among others.</p>	*
42	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>We believe that Sourcewell's role in promoting Contracts arising from this RFP to include the following:</p> <ul style="list-style-type: none"> • A landing page for Highland, highlighting Products and Services available under this Contract • Public Announcements or Press Releases noting the awarded vendors for this contract/commodity category <p>Beyond the landing page and public announcements or press releases, sales success is in the hands of vendors to promote or market the products included in the award. Highland does not have further expectations of Sourcewell's role in promoting an agreement, as Sourcewell is not expected to be a subject matter expert on products and services offered—but rather a procurement resource for Members and Vendors.</p> <p>Highland expects to work with Sourcewell to build on the success we have had promoting Contract 051123-HEF by promoting the contract arising out of this RFP#021825. While the number of school districts and municipalities interested in procuring EVSE and related services is growing, a Sourcewell-awarded contract that broadens the breadth of offerings available to Sourcewell Members from a dedicated electrification provider like Highland could be a significant catalyst to turn this model into a more mainstream approach. Sourcewell's promotion of agreements resulting from this RFP would be another important step towards providing mainstream, accessible EVSE products and services to benefit Sourcewell membership in the U.S. and Canada.</p> <p>Sales Process Integration. Highland takes sales training very seriously and has developed and implemented a robust sales training program for our team on how to effectively utilize our contract when working with Sourcewell Members. Upon award, Highland will add in-depth training focused on integrating RFP#021825 into our sales cycle and quickly begin offering Sourcewell agreements for the products and services outlined in this proposal to customers. In addition, Highland's has hired a consultant experienced in Sourcewell sales to support development of this program and to train our sales and origination team. This individual previously worked for a current and four-time award Sourcewell Vendor that is the spend leader in its Category, has trained hundreds of sales professionals on selling through Sourcewell Contracts, and has worked to secure state participating addendums across the U.S.</p> <p>Highland's messaging to school districts around the Sourcewell procurement pathway is simple and effective: utilizing Sourcewell saves districts time and money, and procuring through Sourcewell accelerates project implementation timelines. It is Highland's standard practice to introduce Sourcewell in its first discovery meeting with prospective customers. Highland has developed Sourcewell-specific collateral that fully outlines the Sourcewell procurement process. Additionally, Highland uses Sourcewell quote sheets when distributing initial pricing proposals and Sourcewell term sheets when introducing Highland's contracting terms and conditions. In situations where districts are unfamiliar with Sourcewell or uncomfortable utilizing Sourcewell for projects with high CAPEX, Highland connects these districts with existing customers who are champions of Sourcewell and have benefited from Sourcewell's services on projects with similar scopes.</p>	*
43	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Highland does not offer an e-procurement ordering process at this time.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *
44	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>Highland provides tailored training for each of its turnkey and installed offerings upon commissioning at no additional charge, because safety shouldn't be optional. The training is geared towards multiple audiences, including transportation directors, drivers, and mechanics, and covers all facets of the offerings including chargers, vehicle integration, off-grid solutions, and CMS.</p> <p>Our current training offerings include:</p> <p>1. NEW CUSTOMER TRAINING: Once a customer's EVSE has been commissioned, a training specialist provides onsite training on how to utilize their chargers or off-grid solutions equipment, troubleshoot issues or open support tickets, and operate the vehicles.</p> <p>In cases where the customers choose to support the maintenance work of vehicles, Highland ensures all customer's maintenance shop personnel are fully trained to handle all basic EV maintenance and minor repairs. Note that Highland technicians, in coordination with OEMs, handle all charger and off-grid solutions equipment maintenance and repairs.</p> <p>2. FLEETX TRAINING: Once chargers have been commissioned and customers have registered with Highland's FleetX CMS, Highland's Customer Success managers provide training on the FleetX customer portal so they can effectively monitor their chargers and vehicles, submit support tickets, run charger and fleet data reports, access training resources and troubleshooting guides, check project progress/milestones/timelines, and more. FleetX is included as part of our bundled services solutionS.</p> <p>OPERATIONAL READINESS Highland ensures that a customer's maintenance technicians complete our new customer training in order to effectively operate their equipment. Our customer success team confirms that technicians (and drivers, as applicable) are prepared to provide safe and reliable charging, off-grid solutions, or transportation and know how to contact Highland or submit support tickets when they have questions and concerns or if issues arise.</p> <p>Upon completion of in-person training for the various stakeholders, Highland creates and maintains a central repository for all training materials provided. Our customer success team is available to provide additional training for all drivers and mechanics upon request as the fleet grows and staff turnover. Training modules can also be accessed through FleetX, Highland's customer portal, as outlined in Table 7a, Question 77.</p> <p>In summary, Highland provides customers substantial tailored training resources and operational guidance, including a team of customer success specialists and on-site technicians that have received extensive training in each bus and charger technology deployed and remote troubleshooting techniques.</p> <p>MANUFACTURER AND DEALER TRAINING COORDINATION Highland's Customer Success team ensures Sourcewell Members are properly trained to operate their chargers, off-grid solutions equipment, and EVs by working closely with OEMs and dealers. Presentations and materials are tailored to meet the specifications of a customer's particular site, addressing specific operational needs to charger, off-grid solutions equipment, and vehicle type. Highland will coordinate across the Sourcewell Member's organization to ensure all aspects of their operations can support the chargers, off-grid solutions equipment, and, if applicable, electric vehicles—this includes training for operations staff, drivers, maintenance staff, and first responders. Depending on the level of interest and capabilities of the customer, Highland coordinates with local dealers to train the customer's maintenance shop on basic EV maintenance and repairs. When OEM support is necessary, Highland coordinates with all necessary parties to resolve issues as quickly as possible. This division of labor and support request structure is included in all Sourcewell Member training.</p>
45	Describe any technological advances that your proposed Solutions offer.	<p>Highland's technology team is continually researching and testing the newest and best equipment to improve the reliability of offerings and improve affordability for customers. This work not only allows our team to deploy the best set of solutions for each Sourcewell Member but means we are well-positioned to continue to drive the industry forward. Our core R&D focus areas to date have been:</p> <p>INTEROPERABILITY: While electric vehicle adoption is on the rise and passenger electric vehicles have been on the road for many years, the following challenges remain, especially for medium and heavy-duty electric vehicles: integrating the vehicles with compatible chargers, remotely managing charging to guarantee the availability of charged vehicles, and ensuring charger uptime. There are a growing number of vehicle and charging infrastructure manufacturers—however, there is limited assurance of interoperability and reliability between all the various possible combinations of vehicles and chargers. As an equipment-agnostic provider, Highland is uniquely positioned to work with virtually any vehicle brand and charger</p>

		<p>equipment and maintains close relationships with both sets of vendors. We have deployed chargers from a range of prominent manufacturers, including Autel, Zerova, Kempower, Tellus, Power Electronics, Borg Warner (Rhombus), and Lite-On.</p> <p>VEHICLE TO GRID (V2G) AND VIRTUAL POWER PLANTS: In the summer of 2023, Highland partnered with Green Mountain Power (GMP) and virtual power plant (VPP) platform designer Dynamic Organics, to roll out the first electric school bus virtual power plant demonstration project in the country. In this pilot, GMP had direct platform-to-platform control over Highland's South Burlington, VT depot. GMP and Dynamic Organics sent detailed 24-hour schedules to the depot that dictated when the school buses charged, discharged, or did nothing. This allowed them to utilize every idle moment of the electric school bus fleet, all in service of the local grid and local conditions. After the success of this pilot, Highland and Dynamic Organics are developing a plan to roll these controls out across the U.S., allowing any utility to take advantage of the V2G potential of ESBs—all based on open and interoperable standards. This roll out includes incorporating this innovative model into our recent grant award through the Department of Energy Grid Resilience and Innovation Partnerships (GRIP) program described in Question 46.</p> <p>FLEETX: Highland offers a first-of-its-kind software platform to monitor the overall health of the vehicle charging system and support communications between the battery, charger, and relevant incoming data points needed to efficiently manage charging. This highly interoperable platform will be integral to the success of Sourcewell Members, as existing software platforms are not suitable to accommodate varying vehicle and charger types. The platform is also essential to reduce fuel (electricity) costs through managed charging. It is because of our ability to charge at times and at levels (capacity) that optimize wholesale markets, time-of-use, and load-based rates, that we can underwrite electricity cost risk and provide fixed operational costs (and savings) to Sourcewell Members. The software platform can also be used to dispatch electricity to the grid or deliver energy to a building if applicable. These applications act as a natural hedge to electricity pricing risk. Sourcewell Members benefit from these cost savings and revenue streams because managed charging is factored into our pricing. V2G/V2B-enabled EVs linked to smart charge management platforms like FleetX can provide well-documented public health, resilience, and cost saving benefits—especially when paired with off-grid solutions such as our turnkey microgrid offering with local solar and stationary storage. For example, our partnership with the school district and utility (National Grid) in Beverly, MA was the first to stand up a bi-directional electric school bus charging program in a commercial utility program, simultaneously proving the efficacy of EVs for revenue generation and grid support/resiliency during peak demand periods. This platform is also integral to operational success by allowing customers to not only access service requests and submit for maintenance reimbursement but also track metrics alongside our team to have transparency when it comes to uptime and equipment function. Finally, FleetX can also allow access to other Highland services like grant and incentive submission and administration, training tools, and others.</p> <p>EQUIPMENT DILIGENCE AND IMPROVING THE CUSTOMER EXPERIENCE. Research and development efforts aimed at continually advancing Highland's solutions include the following examples that we have previously tested or are actively working on:</p> <ul style="list-style-type: none"> • Vehicle remote start tech for fleet preconditioning • Powering external loads via an EV school bus for resiliency purposes • Supplemental heater systems that are not fossil fuel powered • Modular and flexible cable management for DCFC chargers • Custom low voltage disconnect solution to mitigate 12V battery drain issues • Upgrading charger internal wiring for handshake reliability improvements • Modular installation methods to speed up construction and charger movement • Mobile charging solutions <p>SUMMARY</p> <p>Highland is a national leader in implementing innovative, interoperable EVSE products and services, including vehicle-to-building, vehicle-to-grid, on-site stationary backup batteries/energy storage, and solar arrays. EV fleets can become the backbone of a microgrid for community resiliency purposes, and public buildings are ideal locations for this type of deployment, as they often have locations designated as community shelters and are already a gathering point for community members.</p>
46	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Highland's offerings are inherently "green" initiatives. We hope to be a catalyst in accelerating adoption of electric vehicle fleets by reducing the cost and complexity of electrification for our customers.</p> <p>SUPPORTING NETZERO GOALS. Many agencies have emission reduction goals and the health and environmental benefits—not to mention energy system benefits—are significant. Traditional transportation fuels are a significant source of both local air pollution (studies have increasingly shown that diesel particulate has negative impacts on student and community health) and global greenhouse gas (GHG) pollution. The EV/EVSE solutions provided through Highland eliminate all local air pollution and substantially reduce the GHG emissions at the same time. The GHG reduction potential varies by state and electrical grid make-up, but generally ranges from 100-300 short tons GHG reduction over the life of a medium duty electric vehicle. Beyond the GHG benefits that electric vehicles provide by converting the</p>

power source from diesel fuel to electricity, the large batteries powering electric vehicles can essentially act as peaker plants and, combined with other similar distributed resources, eventually can replace traditional coal and natural gas peakers, creating a “cleaner peak.” In many regions, a provider can be compensated for dispatching electricity at these peak times, which tend to occur most in evening hours when electric vehicles are not in use. The programs, such as the Connected Solutions and the Flexible Loan Management distribution utility programs in which our Beverly (MA) and Burlington (VT) buses participate with National Grid and Green Mountain Power, respectively, create both environmental and economic benefits for the customer and surrounding community. Highland believes that vehicle electrification at scale can happen now, and we want to enable Sourcewell’s Sourcewell Members, as well as their local distribution utilities, to be catalysts in that transition.

A LEADER IN VEHICLE-TO-GRID TECHNOLOGY. V2G technology allows electric vehicles to discharge energy back to the grid when utilities need it and can provide emergency support to buildings and community centers. As mobile distributed batteries, V2G-enabled vehicles can enhance grid flexibility and resilience, reduce expensive distribution system upgrades, decrease peaker plant emissions, and increase renewable energy integration. To date, V2G deployment has not scaled nationally due to a lack of utility programs that recognize the value of V2G services. Highland’s Department of Energy GRIP project’s goal is to provide utilities and their regulators with the experience and data necessary to create and accelerate commercial V2G programs. Highland’s GRIP project is a partnership between Highland, 12 utility providers, and other supporting partners and educational institutions to deploy 14 V2G pilot projects nationwide utilizing electric school buses. The innovative collaboration will enhance grid flexibility and resilience, reduce expensive distribution system upgrades, and increase clean energy integration while ensuring customers have access to affordable and reliable electricity. Importantly, as Highland continues to innovate off-grid solutions, our learnings and partnerships will continue to bring technological advances and cost savings to Sourcewell’s Sourcewell Members.

MONITORING AIR QUALITY. States, cities, and towns are setting ambitious climate goals and must start implementing their plans immediately in order to meet deadlines. Many are behind in their targets. For a community to hit its target, it must measure where they are now in terms of air quality, emissions, and a huge variety of other environmental data, and continue to monitor their progress every single day. This is something that many communities are not equipped to do on their own. Given that EVs zero tailpipe emissions and effectively “map” an entire region twice a day while on route, they have the potential to be an incredibly good sensing platform for air quality and other environmental data. For these reasons, Highland is currently piloting both stationary and mobile air quality monitors as an add-on to our core service of turnkey fleet electrification. Our goal is to help our customers measure and monitor the air quality in their communities and track their progress towards their net zero targets. This is accomplished by placing mobile sensors on Highland’s medium or heavy duty EV fleets. As the EVs drive throughout the community twice a day, Highland works with our partners to map the air quality of the community. As we build the data set, this helps us determine the most optimal place to install more permanent, higher-resolution air quality sensors acting as the ongoing sensing platform to track air quality over the long term for the community. The mobile sensors can remain on the vehicles to help spot check areas, track seasonal changes, etc. Highland can provide this added service as a sourced solution for interested Sourcewell Members.

INCENTIVES AND TAX CREDITS

Funding mechanisms (tax credits) put forth in the Inflation Reduction Act (IRA) can accelerate electrification programs. Highland effectively utilizes public private partnerships with Sourcewell Members to capture the full value of these incentives, including tax credits available under the IRA include IRA Section 45W (qualified commercial vehicles) (“45W Credit”) and IRA Section 30C (qualified electric vehicle charging infrastructure) (“30C Credit”). Highland can stack tax credits and depreciation to increase the net value and ensure the affordability of our offered products and services to Sourcewell Members.

QUALIFIED COMMERCIAL CLEAN VEHICLES (45W) TAX CREDITS. The 45W Credit program provides a 30% tax credit for commercial electric vehicles deployed between 2023 and 2032. The credit is capped at \$40,000, representing a significant reduction in the capital cost of an EV fleet. Municipalities qualify for “direct-pay” reimbursement from the federal government. However, Sourcewell Members would incur the transaction costs for compliance with each new vehicle deployed. With a Public-Private-Partnership (PPP) structure, Highland efficiently monetizes the tax credits, along with accelerated depreciation, to maximize value and relieve customers of significant administrative burdens.

ALTERNATIVE VEHICLE REFUELING PROPERTY TAX CREDIT (30C). The 30C tax credit can be applied to 30% of EVSE costs with a cap of \$100,000 based on meeting certain requirements. This credit is applied on a per port basis and is available to low-income and rural census tracts.

ACCELERATED DEPRECIATION. Federal tax code enables certain prioritized assets, including electric vehicles, to depreciate more quickly than the expected useful life using the Modified Accelerated Cost Recovery System (MACRS). Highland accelerates the depreciation, which is a non-cash expense on the private partners’ income statement, to

		<p>offset tax liability and create approximately \$20,000 in savings per medium or heavy duty vehicle. Highland uses these savings, along with the 45W and 30C tax credits, to provide the lowest possible contract price.</p> <p>In addition to the above federal tax credits, Highland tracks and leverages state, regional, utility, and local programs that may be available to each Member, including: state and federal EV incentive programs (e.g. EPA Clean School Bus, EPA Clean Heavy Duty Vehicle, NYSERDA Clean School Bus) and utility "make-ready" infrastructure programs.</p>	
47	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Highland's charger offerings are all compatible with SAE J1772 and CCS1 connectors respectively and ENERGY STAR certified where applicable. All Highland's equipment partners are OCPP 1.6 (and 2+) compliant, and our platform has an open API that allows us to seamlessly integrate with other data platforms. We only select equipment that has the requisite testing and certifications for the intended use and will meet all requisite requirements (e.g., UL certifications through National Research Laboratories and NFPA, IEC, CSA, NEC, SAE certifications; ADA compliance, operating temperature range, cord length), and is compliant with national EV charging standards (OCPP, ISO 15118-20, etc)</p> <p>While the electric vehicles and related equipment that we deploy are environmentally friendly compared to internal combustion vehicles, we are not aware of any eco-labels or certifications relating to this equipment.</p> <p>Looking at life-cycle, based on existing field results for medium- and heavy-duty electric vehicles, we anticipate that the drivetrains will last longer than the engines in internal combustion engine (ICE) vehicles and that the body and chassis will be a limiting factor in the life of the vehicle (at least in certain regions where rusting is more prevalent). Highland is researching and discussing with third parties how we might extend the life of medium- and heavy-duty bodies and chassis. We are also exploring taking drivetrains out of old vehicles and moving them into new shells, as well as second life options for the battery packs such as in stationary storage applications.</p>	*

48	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>1. CHARGER UPTIME GUARANTEE. For our bundled Charging-as-a-Service offerings, Highland ensures that the system is available for charging at least 97% of the time on an annual basis. If charger uptime goes below 97%, we credit the Sourcewell Member's annual contract price by an amount that is equivalent to the percentage to which we are under the 97% charging threshold. This makes Highland's Charging-as-a-Service model unique in the industry. For more details on this guarantee, please refer to Question 52.</p> <p>2. NO UPFRONT COSTS. Highland's unique bundled service offerings allows K-12 and municipalities to transition to electric infrastructure with no upfront costs. The subscription-based, as-a-service model removes the financial barrier, as school districts and municipalities only pay a fixed annual fee once the project is operational. Highland's comprehensive turnkey solution includes charging infrastructure financing, infrastructure installation, and ongoing operational management. In addition, by spreading costs over a long-term contract, typically 10 to 15 years, Highland enables Sourcewell Members to pay for expenses within their existing budgets, avoiding the need for large capital expenditures or bond issuances.</p> <p>3. LONG-TERM STEWARDSHIP OF ASSETS. Since Highland owns and operates assets under its as-a-service solutions, it assumes the assets' residual value risk. Therefore, Highland's long-term stewardship is critical to the underlying value of the asset. Stewardship is essential to Highland economics. This is a major differentiator when compared to our competitors.</p> <p>4. INDUSTRY-BEST GRANTS AND INCENTIVES SUPPORT. Sourcewell Members will receive 100% of the benefit of existing grants and incentives, whether issued directly to the Member or to Highland. Regardless of the specifics of the grant or incentive program requirements, we view it as our job to support Sourcewell Members to secure maximal benefits from grant or incentive funds. This service is included in our contract at no extra charge. Our contracts for Charging-as-a-Service and Charging-as-a-Service Plus+ products are financed products. They allow customers to spread out the high upfront costs over the term of our contracts and deliver more affordable solutions to Sourcewell Members. These contracts are structured as services agreements for federal tax purposes. To realize, and pass-through to the Sourcewell Member, maximum tax benefits from depreciation and incentives, we typically structure our service offering similar to an operating (or closed-end) lease. Under this structure, Highland retains ownership, and repair and residual value risk, though the contract term.</p> <p>5. PERFORMANCE-BASED SOLUTION. Highland's solutions provide Sourcewell Members with a guaranteed path to successfully meet their electrification goals. Currently, government agencies must independently develop the expertise to manage the implementation costs and risks of EVSE and related services. Highland provides subject matter expertise, risk mitigation, and flexible capital to bundle all components of Charging-as-a-Service into a single and affordable performance-based contract. Every Sourcewell Member, regardless of size or location, receives the benefit of Highland's expertise and scale. Our innovative Charging-as-a-Service solution addresses the cost and complexity of electrification. Our team brings experience that is capable of evaluating and managing the risks of new technology, energy costs, development and construction. We also bring financial expertise that can optimize cost of capital, including by leveraging depreciation and tax benefits. By taking on and spreading the high upfront costs over a longer-term contract – and using our low cost of capital to do that – we can make charging and electrification affordable.</p> <p>6. CENTRALIZED EXPERTISE. For our turnkey solutions, we bring what otherwise might be half a dozen separate subcontractors and vendors under one roof and are the customer's sole point of contact should there be any issues with the deployment. We will partner with Sourcewell Members from soup-to-nuts, and offer a level of flexibility and interoperability that others in the electrification space cannot. While similar turnkey type offerings exist for internal combustion vehicles (with gas pumps and underground storage tanks), the challenges confronting electrification – and the team we have positioned to support our customers in overcoming these challenges – make Highland's offering truly unique (see Marketing Collateral, attached, as described in Question 40).</p> <p>7. CUSTOMIZABLE TECH TO REDUCE LEAD TIMES. For power distribution equipment, including switchboards and panelboards, our procurement and project engineering teams conducted a comprehensive RFP with leading manufacturers, in part to accelerate project implementation due to otherwise long lead times. In 2024, we partnered with Schneider Electric on a first-of-its-kind program to design a standard switchboard for Highland, utilizing postponement methods to adapt the product to utility requirements. This program enables Highland to place orders before finalizing projects, significantly reducing lead times for customer delivery.</p> <p>8. LOWERING CUSTOMER COSTS. Our volume purchasing power and tax-advantaged financing structure allow us to secure and pay for the charging infrastructure at a lower price and cost of capital than our customers would on their own. This translates to lower annual costs for our customers. Highland then provides EVSE for a customer's use throughout the term of the contract.</p>	*
49	Describe all end-user payment methods offered for charging, as applicable.	Not applicable at this time.	*

50	Identify the data collected when your equipment, products, and services are accessed by an end-user.	<p>For Highland's FleetX CMS offering, Highland requires that all users be set up with an account, where we collect their name, email, and title. When the user logs in, we track their IP address and allow them to indicate favorites that are stored to enhance user experience. As detailed in Table 7a, Question 77, FleetX is a proprietary managed charging software that remotely monitors and manages the status of electric vehicles and chargers.</p> <p>In addition, Highland collects data on 1) vehicle operations, including battery efficiency, performance, and maintenance alerts and 2) fleet data reports, including vehicle location, route history, mileage, and battery efficiency. Data sources include:</p> <ul style="list-style-type: none"> • Chargers-to-network data via CMS • Vehicle-to-network telemetry data via CMS • On-site charger-to-network data • Utility bill data <p>Remote end-user data collection is used by Highland to effectively manage and hedge against electricity cost fluctuations. Access to end-user data allows Highland to offer fueling at a cost that is lower than the customer could secure with a non-managed solution and these savings are passed through in the form of a lower bundled service contract price.</p>
51	Describe applicable data security measures and identify any services performed outside the US or Canada, as applicable.	<p>In November 2024, Highland successfully completed and passed the Department of Energy's (DOE) highest level Cybersecurity Plan audit, required for grant recipients to protect their project's computer systems and networks. This was a prerequisite to participation in the GRIP program for development of the nationwide V2G program Highland was selected for. Highland's security measures do not vary from project to project, and, accordingly, all Sourcewell Members projects are ensured to meet the incredibly high security bar established by the DOE, and cleared by Highland.</p> <p>Most notably, security risks include cyber-attacks to infrastructure systems and physical security risks from unauthorized personnel accessing the charger locations. Cyber security risk is mitigated by the platform protections (i.e., data encryption, restricted access, two-factor authentication, etc.) in FleetX CMS. For our bundled services, Highland's chargers connect via secure SIM cards, have multiple disconnects to protect from bi-directional energy surges between EV chargers and the local grid, and include energy management system alerts if infrastructure deviates from the energy plan. Physical security is maintained through visual signage, security cameras, fencing, and security personnel monitoring the location for unauthorized access.</p> <p>Highland does not offer any products or services outside the U.S. or Canada.</p>
52	Demonstrate your capabilities around long-term stewardship of proposed equipment, products, or services offered such as maintenance, performance warranties and guarantees, operational uptime, hardware warranties, and similar stewardship functions.	<p>Since Highland owns and operates assets under its as-a-service solutions, it assumes the assets' residual value risk. Therefore, Highland's long-term stewardship is critical to the underlying value of the asset and Highland's economics. This is a major differentiator when compared to our many competitors that do not have a stake in the equipment's long-term stewardship, which is a top issue for the industry at large.</p> <p>Highland is a long-term solutions partner to our customers. Our as-a-service solutions are technology-agnostic, and Highland is responsible for the success of each customers' charging and fleet assets throughout the duration of the contract term. We are the sole source of accountability for any system issues and we will work collaboratively with customers, dealers, and charger and vehicle manufacturers to solve any problems. If a resolution is not reached quickly, Highland assumes responsibility for downtime credits.</p> <p>CHARGING-AS-A-SERVICE (INCLUDING CAAS PLUS+) OFFERINGS</p> <p>PERFORMANCE STANDARDS AND GUARANTEES: Highland's contracts are performance-based contracts. We are aligned with our customers because we are obligated to deliver an operational system, including functioning electric vehicles and chargers, before we send an initial invoice. The performance standard we must meet is that vehicles will be charged and route ready for each duty cycle.</p> <p>In addition, Highland provides two guarantees which are supported by liquidated damages if we fail to perform:</p> <p>CHARGER UPTIME. Highland ensures that the system (24/7 * 365) in aggregate for all charging ports) is available for charging at least 97% of the time on an annual basis.</p> <p>SERVICE PROMISE. Provider shall meet the following service-level obligations (i) provide a remote response within 30 minutes of receipt of any issue during business hours (9:00 am to 5:00 pm local time) on any business day, with calls made after the end of a business day receiving a response on the next business day, (ii) manage and oversee enforcement of manufacturer and dealer warranties, and (iii) implement periodic.</p> <p>If we do not meet the Charger Uptime Guarantee, which is measured annually, we credit the Sourcewell Member's annual contract price by an amount that is equivalent to the percentage to which we are under the 97% charging threshold. (The Charger Uptime Guarantee is subject to several exclusions such as grid power outages.) These are part of our standard</p>

terms and conditions as included in the attachments and ensure alignment between Highland and the Sourcewell Member through prompt and annual accountability.

SERVICE STANDARDS/GUARANTEES. Highland manages maintenance, service, and repairs of charging equipment directly with the manufacturer and through our network of operations and maintenance partners. Highland has the incentive, and is aligned with the Sourcewell Member, to resolve any charger service issues promptly to conform to our guarantees. Similarly, if there is any downtime on our charge management platform that prevents or impacts charging, Highland will work directly with its technology partners who are subject to service level agreements to respond and resolve issues within specific periods of time. The transparency that our FleetX platform provides for customers means that they generally become aware of performance issues as promptly as Highland does.

Additionally, as mentioned in Question 31, Highland has established the following internal KPIs which exceed our guarantees and service obligations under the Charging-as-a-Service and Charging-as-a-Service Plus+ contracts:

- 97% charger uptime
- 30-minute customer response time from 9am-5pm local time
- 100% of vehicles deployed to be in use in regular operations
- 93% vehicle uptime (vehicles are ready to be used when in service)
- 20 Net Promoter Score

WARRANTIES: Highland effectively wraps the warranties, and extended warranties, of the charger and vehicle manufacturers, general contractor, engineers, and charge management software, for the ultimate benefit of the customer. The result is a level of protection – embodied through our charger uptime and service promise – that could not be attained through a patchwork of contracts (as is typical when first-time fleets pursue electrification on their own). Furthermore, we are the single source of accountability for the success of the deployment and will be ready to respond quickly if a Sourcewell Member has a problem. Please see attached warranties under 'Additional Document Upload.'

Highland is not a manufacturer and does not offer its own warranty. Instead, we reimburse customers for all inspections, routine maintenance, and repairs during the entire bundled service contract term, whether covered by warranty or not. As the charger and (as applicable) vehicle owner for our bundled service projects, Highland holds the warranties (including any extended warranties) and makes them available to the customer for review. So, Sourcewell Members will enjoy the benefits of the manufacturer's warranty. In accordance with existing processes, Sourcewell Members would be responsible for assessing, coordinating, and executing all warranty claims according to but not limited by the requirements of the manufacturer warranties. Highland is available to support in ensuring warranty claims are fulfilled promptly. We work with our Dealer Partners and their manufacturers to keep sufficient parts inventory for common warranty claims. Highland commits to reimburse for inspections, maintenance, and repairs for the entire term of our bundled services contracts, even if it is longer than the warranty term. Repairs related to damages that are the result of the customer or the result of activities that would void the warranty are not covered by Highland.

With respect to charging infrastructure, and as noted above, Highland owns the infrastructure and is responsible for maintenance and repair, including pursuing manufacturer warranty claims. Under these bundled service guarantees, Highland is responsible for charger performance for the entire contract term. If a charger is broken outside of the manufacturer warranty period, we replace it at no charge to the customer.

STANDALONE OPERATIONS AND MAINTENANCE OFFERING

Highland's Operations and Maintenance offering covers all costs for operating, maintaining, repairing, and replacing chargers, working closely with customers to minimize interruptions. With proactive fault monitoring systems for various charger manufacturers, Highland maximizes uptime through on-the-ground technicians and a national network of third-party support. Charger status is monitored via charge management software, allowing many issues to be resolved before impacting operations. Customers are notified and coordinated with, for all responses, backed by Highland's charger uptime guarantees.

In addition, Highland collaborates with equipment manufacturers to create tailored training programs for drivers, mechanics, staff, and first responders. A central repository of training materials is maintained for customer access. See Table 7A, Question 77 for additional details on Highland's Operation and Maintenance Offering.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
53	Select 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 and a listing of dealerships, HUB partners or resellers if available. Select all that apply.	Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
54		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
55		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
56		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
57		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
58		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Highland Electric Fleets employs 137 as of February 2025 and qualified as a Small Business Enterprise for Los Angeles Unified School District. Please see attached certificate.	*
59		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
60		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
61	Describe your payment terms and accepted payment methods.	<p>For service offerings, the fixed contract price is paid annually in advance by the customer, commencing upon the commencement of operations of the applicable vehicle or services. Payment terms are net 30 days from invoice.</p> <p>All other offerings:</p> <ul style="list-style-type: none"> Equipment: net 30 from shipment. Installation and other services: net 30 from commissioning/completion <p>We accept payments by check, wire, and ACH.</p>	*
62	Describe any leasing or financing options available for use by educational or governmental entities.	Our contracts for Charging-as-a-Service and Charging-as-a-Service Plus+ products are financed products. They allow customers to spread out the high upfront costs over the term of our contracts. These contracts are structured as services agreements for federal tax purposes. To realize, and pass-through to the Sourcwell Member to deliver more affordable solutions to Sourcwell Members, maximum tax benefits from depreciation and incentives, we typically structure our service offering similar to an operating (or closed-end) lease. Under this structure, Highland retains ownership, and repair and residual value risk, though the contract term.	*

63	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Highland will use its standard Transportation Equipment Services Agreements for Charging-as-a-Service and Charging-as-a-Service Plus+ in connection with an awarded contract. For all other products and services, a standard purchase order will be used. Sourcewell specific transaction documents reflect the Part Number, Product Description, MSRP, Contract Price, as well as the Contract logo, Sourcewell Member Number, Contract Terms and Conditions, and any applicable discounts, among other relevant items.	*
64	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?	Highland accepts P-card procurement and payment process, although any processing fees or additional charges associated with the use of P-cards will be passed through to the customer.	*
65	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>All pricing is ceiling-based, based on line-item discounts as a percent off list price. Certain categories have a consistent percent off-list, as shown in the attached price sheet. Each item has a unique SKU/Part No. to ensure pricing accuracy and transparency.</p> <p>1. ELECTRIC VEHICLE SUPPLY EQUIPMENT: Pricing is primarily EVSE hardware with certain additional services such as commissioning, extended warranty, connectivity offerings, as applicable. Freight is Prepaid & Add.</p> <p>2. INSTALLATION: Pricing is for turnkey installation of Chargers that are purchased through the Contract. Includes system design, engineering, site prep, permitting, interconnection, installation and commissioning as one bundled price. At vendor's discretion, installation may be provided for Chargers not purchased through the Contract.</p> <p>3. ELECTRIFICATION ASSESSMENT: hourly electrification consulting and feasibility assessment fee.</p> <p>4. CMS AND SOFTWARE SOLUTIONS: monthly subscription fee includes software system license and user training.</p> <p>5. OPERATIONS AND MAINTENANCE (O&M): Annual per charger fee for installed systems. Includes travel, minor parts and repair. The plan requires a minimum of 10 chargers although this requirement may be waived on a case-by-case basis.</p> <p>6. CHARGING-AS-A-SERVICE (DEPOT): turnkey solution including chargers, installation, software, O&M, battery charging ("fueling") for a fixed annual fee per vehicle served, based on contract term length, charger capacity requirements, and mileage. The stated price is the term's first-year price, subject to 3% annual escalator throughout the term.</p> <p>7. CHARGING-AS-A-SERVICE PLUS+ (FLEET): includes full Charging-as-a-Service offering plus rolling-stock. Pricing based on the same variables as Charging-as-a-Service but also including the net vehicle acquisition cost (Net VAC), on a per vehicle basis. Net VAC is inclusive of all customer-requested specs and upgrades (including necessary after-market upgrades), shipping costs including freight and insurance, applicable sales and use taxes, and any import tariffs or duties. The net vehicle acquisition costs apply to grants and incentives received by Highland (or that otherwise benefit Highland to reduce our up-front costs) as a deduction to the vehicle acquisition cost. Stated price is the term's first-year price, subject to 3% annual escalator throughout the term.</p> <p>8. OFF-GRID AND BACKUP POWER SOLUTIONS: includes Solar, Solar + Storage and standalone Storage (BESS) systems. Capacity (in terms of \$/Wdc for Solar and \$/kWh for Battery Systems) pricing based on project size ranges, with associated equipment sized to load. Project management and engineering required for each project. Solar Pricing includes turnkey installation up to and including the inverter. Part Numbers MGPM-003 through MGPM-012 may be customer supplied, or will otherwise be added to project costs based on specifications, utility and other requirements. Sitework and cabling between all major components required and priced on a per foot or per 10 foot basis.</p> <p>TREATMENT OF INCENTIVES FOR BUNDLED SERVICES. The contract price includes monetizable tax attributes applicable to each product based on tax incentives available today. The contract price is otherwise an unsubsidized price. Applicable tax attributes</p>	

consist of currently available tax credits per vehicle and depreciation or accelerated depreciation, as applicable. There may be available federal, state, and local funding opportunities available to Sourcewell Members to support deployment. The Highland offering is intended to work with these incentives, and any specific incentive requirements, reporting obligations, or conditions will be addressed in our contract. If rebates, grants, make-ready support, or other existing incentives are available, those values will be applied either as a 100% pass-through to either (1) reduce the contract price if the incentive is received by Highland or (2) be held by customer support payments on an unsubsidized contract price.

Highland has an in-house team of grant experts and can support the application for state, utility, local, and federal incentives on behalf of and at no cost to our customers. We pass the benefit of grants and incentives to lower overall project costs. To date, Highland has helped districts and municipalities successfully access over \$525 million in federal and state grants.

Sourcewell Members will receive 100% of the benefit of existing grants and incentives, whether issued directly to the Member or to Highland. Regardless of the specifics of the grant or incentive program requirements, we view it as our job to support Sourcewell Members to secure maximal benefits from grant or incentive funds. This service is included in our contract at no extra charge.

Highland will coordinate with the Sourcewell Member to determine how to apply for and process incentives in a manner that maximizes the Member's chance of success and yields the most efficient results, looking at factors such as tax impacts, grant reporting requirements, secondary procurement rules, and economies of scale. This incentive analysis is a part of the Electrification Assessment that we can provide to Sourcewell Members. The Electrification Assessment is an equipment vendor and services provider agnostic view into the electrification options available to the Sourcewell Member.

When it comes to incentives, benefits can flow (a) directly to the customer, or (b) directly or indirectly to Highland:

MEMBER AS RECIPIENT. Where the Sourcewell Member is the grant recipient, we will recommend that the Member use the funds to make payments under a Highland services contract in the ordinary course, where possible under the incentive requirements. This ensures that we can acquire assets and deploy them in an efficient manner and that the benefits of that efficiency can be passed through to the customer. In this case, the pricing is unchanged (i.e., no grant discount applied) but the customer holds cash to pay the annual base service fee yielding a lower net price. When Sourcewell Members deploy grant funds via contract it allows Highland to procure and deploy vehicles over the contract term in the most capital efficient manner. In these scenarios, Highland will be able to pass those benefits on to the Sourcewell Member in the form of a further discount to the contract price.

HIGHLAND AS RECIPIENT. Where Highland is the grant recipient (directly or indirectly), our standard process is to apply grant funds towards procurement of equipment such as vehicles or chargers. In this case, the benefit of those funds is passed through to the Sourcewell Member in the form of a contract price via the net vehicle acquisition cost mechanic described above.

These strategies may change based on the specifics of the actual grant requirements and other Member-specific factors.

When Highland maintains asset ownership, the company is entitled to all tax attributes (e.g., depreciation and tax credits) that an owner is eligible to take and passes on the benefits to Sourcewell Members through a lower contract price.

Note: Canadian Conversion Rate: 1 USD = 1.425 CAD (Feb 17, 2025)

66	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.	<p>The line-item pricing offered by Highland to Sourcewell Members represents a discount off list price/MSRP, as summarized below.</p> <p>Discounts range from 4 - 55% off list.</p> <p>See Pricing Sheet, attached, for full details.</p> <ol style="list-style-type: none"> 1. Electric Vehicle Supply Equipment (4-35% Discount off list price) 2. Electrification Assessment (FEA): electrification consulting and feasibility assessment (16.6% Discount) 3. CMS and Software Solutions (15-55% Discount) 4. System Design and Installation (32.5% Discount) 5. Operations and Maintenance (51% Discount) 6. Charging-as-a-Service (Depot) (15% Discount) 7. Charging-as-a-Service Plus+ (Fleet) (15% Discount) 8. Off-grid and backup power solutions: Microgrids, Solar, and Battery Storage (17.5% Discount) 	*
67	Describe any quantity or volume discounts or rebate programs that you offer.	<p>For Chargers (equipment-only) sales, an additional 1.5% discount is offered for units of 10 or more, and 2.0% discount for 20 or more units.</p> <p>Volume discounts are offered for Charging-as-a-Service and Charging-as-a-Service Plus+ offerings for orders of 5 or units, and there is an additional discount for Charging-as-a-Service for orders of 25 or more units, as shown in the price sheet. Additional discounts may be offered on a case-by-case basis.</p>	*
68	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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.	Highland may include sourced products that are in addition to its standard product offering and will do so on a cost-plus percentage basis that will not exceed 20%. Sourced products may include, for example, vehicle sensors and ancillary electrical equipment (e.g., to support Sourcewell Members' resiliency or air quality goals).	*
69	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.	N/A	*
70	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping costs are included in bundled services. Shipping / Freight costs for equipment purchased outside of a bundled service contract are billed Prepaid and Add, as organized through the respective OEM's preferred freight provider. In most instances, the equipment will be drop-shipped to the installation site.	*
71	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>For bundled services, freight, delivery, and shipping costs are included in Highland's fixed contract price.</p> <p>For offshore shipping of equipment only orders, equipment will be shipped to CONUS Port of Exit.</p>	*
72	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None.	*

73	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>Highland has established internal processes and procedures to ensure compliance with our current Sourcewell contract and we intend to implement these same internal processes and procedures for any future Sourcewell contracts, and to build on them as we continue to grow.</p> <p>Currently, when contracting with Sourcewell Members, our legal and pricing teams work collaboratively and diligently to ensure that each contract includes accurate pricing, based on the pricing and product selection that Sourcewell has approved. Highland includes line items on quotes, invoices, and executed contracts to indicate whether an agreement is a Sourcewell agreement, and all of our contracts with Sourcewell Members track the Sourcewell product SKU and their Sourcewell identification number in the header or on the front page of the document. We also include a Sourcewell identifier field in all applicable contract/customer management systems that we utilize, which allows us to track and report on our Sourcewell contracts more accurately and efficiently. Our accounting team, which reports to our Controller, is responsible for maintaining and providing all necessary documentation after a contract is signed using Sourcewell, and (in collaboration with our legal team) for generating required quarterly reporting for sales and remittance of the proper administrative fee to Sourcewell. Finally, at least two Highland employees review every service contract with Sourcewell Members and every Sourcewell quarterly report, to ensure the accuracy of all documentation and reporting.</p>	*
74	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>Highland already uses data to monitor our performance in reaching out to leads and measuring marketing campaign success for Sourcewell Members. (See Question 41).</p> <p>Since receiving a Sourcewell agreement in 2023, Highland has tracked success using four internal metrics. Highland intends to use these same metrics to track the success of any future Sourcewell contract, and to evolve our metrics as needed going forward. Current metrics include: (1) Number of customer contracts executed with Sourcewell Members. Since our contract award in 2023, over 70% of our direct customer contracts signed have been through Sourcewell. (2) Number of chargers and/or vehicles in our contracts with Sourcewell Members. (3) Number of customer contracts in process through Sourcewell, and the chargers and/or vehicles covered under those contracts. (4) Customer feedback about their experience contracting using Sourcewell, which has been overwhelmingly positive. Our customers love that they can work with us through Sourcewell because it makes the contracting process so much smoother and more efficient.</p>	*
75	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	<p>Highland will pay Sourcewell a one time (paid on a quarterly basis) administrative fee for contracts generated through Sourcewell as follows:</p> <ul style="list-style-type: none"> • EVSE, CMS/Software, and O&M: 1.25% • System Design & Installation (not incl. Charging-as-a-Service contracts): \$200 per charge port • Electrification Assessments: 2% of the not-to-exceed price for the applicable contract • Charging-as-a-Service: \$200 per charge port • Charging-as-a-Service Plus+: (1) School Bus/Shuttle/Medium Duty: \$1,000/vehicle, (2) Waste Management: \$1,200/vehicle, (3) Light Duty: \$200/vehicle • Microgrid: \$2,500 per system 	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
76	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Highland proudly offers pricing that is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A, 7B and 7C)

Line Item	Question	Response *
77	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>Under this proposal Highland is offering the following EVSE and related products/services:</p> <ol style="list-style-type: none"> 1. Electric Vehicle Supply Equipment 2. Electrification Assessment: Electrification Consulting and Feasibility Assessment 3. CMS and Software Solutions 4. System Design and Installation 5. Operations and Maintenance 6. Charging-as-a-Service (Depot) 7. Charging-as-a-Service Plus+ (Fleet) 8. Off-grid and backup power solutions: Microgrids, Solar, and Battery Storage <p>1. Electric Vehicle Supply Equipment As described in Table 3, Question 28, if awarded, Highland will work with Sourcwell Members to select EVSE products from our list of prequalified preferred suppliers based on need, value, lowest cost to ownership, and proven uptimes. As part of this RFP, Highland is the authorized Sourcwell reseller and provider of EV Chargers from these preferred EVSE suppliers: Tellus Power, Zerova, Autel and Kempower. Products include state of the art Level 2, Level 3, and bi-directional/V2G compatible chargers. Please see below for brief summaries of these firms.</p> <p>TELLUS POWER GREEN is a rapidly growing electric vehicle infrastructure manufacturing company offering a comprehensive range of products and services tailored to diverse charging requirements. The company has developed deep expertise in the EV infrastructure market, supported by industry-proven best practices in electronics manufacturing. Tellus Power Green provides standard off-the-shelf solutions for AC and DC fast chargers and boasts robust in-house research and development capabilities to address specific customer needs, including utilities, fleet operators, commercial enterprises, and workplace charging solutions. Headquartered in Laguna Hills, California, Tellus Power Green operates global sales, manufacturing, and service centers across North America, South America, India, China, and the Middle East. The company has delivered over 150,000 AC charging stations and more than 10,000 DC fast charging stations worldwide.</p> <p>KEMPOWER is a leading electric vehicle (EV) charging technology company known for delivering scalable, reliable, and future-proof solutions for fast charging infrastructure. With a strong focus on sustainability and innovation, Kempower offers a diverse range of charging solutions, including AC and DC fast chargers designed for public, commercial, and fleet charging applications. Their state-of-the-art charging systems are powered by cutting-edge technology, designed to support the rapid transition to electric mobility. Headquartered in Finland, Kempower has a significant presence in the United States with a manufacturing facility located in Durham, North Carolina, which began operations in late 2023. This facility serves as a key hub for producing DC fast chargers for electric vehicles, including cars, trucks, buses, and machinery. The company operates globally with a strong presence across Europe, North America, and Asia, playing a key role in deploying advanced EV infrastructure to support the widespread adoption of electric vehicles. Highland is also pleased to offered DC AMERICA pre-fabricated EV Charging Platforms compatible with Kempower EVSE. These pre-fabricated and pre-wired solutions drop ship to the end-user location to streamline installation or enable installation on sites that would otherwise present significant logistical challenges.</p> <p>AUTEL is a leading provider of electric vehicle (EV) charging solutions, known for offering a comprehensive range of high-performance charging stations. Autel's innovative chargers are designed to meet the diverse needs of commercial, residential, and fleet charging, providing fast, reliable, and safe charging experiences. With advanced features like cloud-based monitoring, user-friendly interfaces, and real-time diagnostics, Autel is committed to optimizing the EV charging ecosystem. Autel has a strong global presence, including a significant footprint in North America, Europe, and Asia, and has been recognized for its quality and customer satisfaction in the EV charging industry. Autel's US headquarters is in Port Washington, NY and the company has manufacturing operations in Greensboro NC.</p> <p>ZEROVA is a dynamic player in the electric vehicle (EV) charging infrastructure space, providing innovative solutions for both residential and commercial charging needs. The company specializes in high-efficiency, intelligent charging systems that enhance the overall EV charging experience. With a focus on scalability and user-friendly interfaces, Zerova designs and manufactures a wide array of EV chargers that cater to residential, fleet, and public charging sectors. Zerova is committed to advancing the global transition to sustainable transportation by developing flexible, secure, and eco-friendly products. Headquartered in Europe, Zerova serves customers worldwide with an expanding network of sales, support, and manufacturing operations.</p>

2. Electrification Assessment: Electrification Consulting and Feasibility Assessment

Highland is a thought leader in public fleet electrification. Our team frequently speaks at energy, vehicle, education, and government conferences. We have published or produced case studies, blogs, videos, webinars, and other educational content addressing the issues that schools and municipalities face in making decisions around electrifying and operating their electric vehicle fleets. This free content is publicly available and can help agencies determine how to make an informed decision around electrification. Whether engaging Highland or another provider of consulting services, an agency without the right information and data in hand is not ready to make an informed decision. We encourage any public agency considering fleet electrification to access and review our free content to help them decide if, in fact, they are ready to move forward. Also, by gathering the right information and data, an agency can save time and money by hitting the ground running in conducting any internal or external feasibility analysis.

Highland performs Electrification Assessments for all its customers. Typically provided as part of the bundled package of services under our Fleet or EVSE (Depot) product offerings, Electrification Assessments are also available as a standalone service. An Electrification Assessment is for transportation what an energy audit is for buildings. As part of an Electrification Assessment, Highland works with customers to collect information about their current operations, including fleet size, vehicle types, route lengths, operating costs, and facility needs. Often, customers are unaware of their actual costs until such an evaluation is conducted. Additionally, Highland gathers information on utility tariffs, local geographic and environmental conditions, forecasted repair costs, incentive identification, and other fleet analyses that impact performance and economic modeling. Highland utilizes this information to develop an "Electrification Assessment" which includes recommendations for fleet transition, with details such as timelines for implementation, an economic feasibility assessment, general vehicle and charging equipment recommendations, and site design, all encompassed in an Electrification Assessment.

3. CMS and Software Solutions

FleetX is Highland's customer portal, where users can manage their electric vehicle fleets in one place. The user-friendly platform is available on mobile, tablet, and desktop and allows customers to:

- Monitor EV fleet performance, state of charge, battery efficiency, range, performance, and maintenance alerts
- Submit and track support tickets for vehicle and charger support
- Access step-by-step training resources and troubleshooting guides
- Download documents, reports, meeting notes, and vehicle specs
- Check in on project timelines and progress

Users can customize their individual portal to reflect the data and information of their choosing, such as vehicle location, charge status, battery percentage charged, time remaining to full charge, and estimated range.

FleetX automates and optimizes all aspects of electric fleet management. A driver's only responsibility is to plug in the electric vehicle once they have completed their routes. If a driver fails to plug in the vehicle, the software will generate an automatic alert.

The managed charging software can be remotely operated and managed by Highland on behalf of a customer. The ability to remotely schedule charging and, where applicable, vehicle-to-grid participation, allows Highland to effectively manage and hedge against electricity cost fluctuations. This ability to manage fueling allows Highland to offer fueling at a cost that is lower than the customer could secure with a non-managed solution and these savings are passed through in the form of a lower contract price. The software is programmed to ensure that electric vehicles are sufficiently charged to meet their daily route lengths and will optimize charge levels for any weather-related decreases in battery efficiency.

Highland is also pleased to offer Synop Standard Charge Management and Advanced Energy Management Software.

Synop Charge Management System

Synop's Charge Management System (CMS) provides granular control over EV charging infrastructure through a combination of hardware-agnostic software tools and predictive analytics. The platform addresses three critical dimensions of fleet charging operations: operational reliability, cost optimization, and driver experience. By aligning charging schedules with operational demands and grid conditions, Synop ensures fleet readiness while minimizing operational costs—critical for school districts, logistics providers, and municipal fleets transitioning to EVs. The Standard Charge Management offering includes:

- Telematics integration
- EVSE integration
- Fixed site capacity management
- Site capacity management
- Manual charging and energy management

Synop Advanced Energy Management System

Synop's Energy Management System (EMS) transforms EV fleets from passive loads into active grid assets through vehicle-to-grid (V2G) integration, renewable energy optimization, and participation in utility demand response programs. This dual focus on cost reduction and revenue generation positions commercial fleets as active players in grid stability, accelerating ROI through energy market participation and sustainability incentives.

The Advanced Energy Management offering includes everything in the Standard Charge Management offering, plus:

- Automated charging management based on vehicle schedules & mileage needs, vehicle history, driver history, weather, TOU rates, demand charges, on-site electrical constraints
- Management of additional loads or generation sources on site, and management of demand response and V2X

4. System Design and Installation

For Charging-as-a-Service and Charging-as-a-Service Plus+ projects and for Members purchasing both chargers and installation on contract, Highland designs charging systems for each project, including charging equipment and related infrastructure. This includes securing all necessary permits and coordinating with the local utility for interconnection. We have a robust network of engineering and construction partners (see response to Question 28) that have experience building electric vehicle depots (and similar projects) and a track record for successful on-time project delivery. We schedule all construction, delivery, and commissioning of all charging equipment and related infrastructure and will work with the customer to minimize disruption to normal operations. The customer makes no payments to Highland until the charging system is operational.

5. Operations and Maintenance (O&M)

Highland directly manages and pays all relevant costs to operate, maintain, repair, and, if needed, replace chargers. We will work closely with the customer to minimize any interruption that could result in regular maintenance work. As an experienced provider of services, we have systems and processes for proactive charger fault monitoring and resolution for multiple charger manufacturers to maximize charger uptime. For many customers, we will have our own on-the-ground support technicians ready to respond for charging and related maintenance, whether regularly scheduled or emergency. In addition, Highland has a national network of third-party technicians, should additional assistance be required. We also closely monitor charger status and health via our charge management software platform. Many charger faults are solvable prior to point that they would cause any negative effects with the right software and monitoring systems. Highland will notify a customer and coordinate the appropriate response plan, including on-site maintenance, if necessary. With our Charger Uptime Route-Ready Guarantees, Highland is always incentivized to rapidly resolve issues.

Highland provides substantial operational guidance and support resources to customers. Our team of customer success specialists and on-site technicians have received extensive training in each bus and charger technology deployed and remote troubleshooting techniques. All charger and off-grid solutions maintenance and repairs are performed by Highland technicians or OEMs. For Charging-as-a-Service Plus+ customers that choose to support maintenance work but are unable to perform vehicle repairs, Highland technicians will be on site to triage and manage speedy issue resolution. Major repairs and any maintenance work that cannot be completed by the customer's maintenance shop or Highland's technicians will be completed by the local dealer. For any and all repairs, Highland works closely with staff mechanics, OEMs, and dealers to ensure all bus issues are resolved in a timely manner.

Highland provides reimbursement for maintenance performed on vehicles. During the warranty period, the warranty work costs are covered by the OEM. Outside of the warranty period, the repair costs are again covered by Highland's pre-negotiated reimbursement, with any difference covered by the customer's maintenance shop.

All charger maintenance and repairs are covered by the OEM during the warranty period. Highland's technicians will perform all preventative maintenance and are also trained to perform troubleshooting and simple repairs if needed. When the warranty period ends, Highland will either request the OEM to provide any O&M services

required, seek repair through a third-party or provide its trained technicians to go on site to perform repairs at Highland's cost.

TRAINING. Proper training and education at all levels, from the supervisory to operator level, is critical to a successful fleet electrification program. In cases where Charging-as-a-Service Plus+ customers can support electric vehicle maintenance work, Highland ensures their maintenance shop personnel are fully trained to handle all basic maintenance and minor repairs.

Highland works with equipment manufacturers and dealers to develop customized training programs for each customer, facilitating appropriate training for drivers, mechanics, staff, and first responders. We also create and maintain a central repository for all training materials provided from manufacturers, dealers, and Highland teams, so that the customer always has access to training materials.

Training typically covers the following areas:

- Commissioning readiness;
- Electric vehicles and chargers;
- Repair, maintenance, and warranty process;
- Technology products (e.g., FleetX and ticketing systems);
- Contract performance obligations.

6. Charging-as-a-Service (Depot)

Highland's Charging-as-a-Service offering provides includes all EVSE with related services outlined in this proposal, with the exception of vehicle procurement (offered only with Charging-as-a-Service Plus+) for a fixed annual price through the contract term:

- Electric Vehicle Supply Equipment
- Electrification Assessment: Electrification Consulting and Feasibility Assessment
- CMS and Software Solutions
- Site Prep/Installation
- Operations and Maintenance
- Optional: Off-grid and backup power solutions: Microgrids, Solar, and Battery Storage

The following additional services are also included in our Charging-as-a-Service offering:

- Procurement of Charging Infrastructure. When a Sourewell member chooses our Charging-as-a-Service offering, Highland identifies, purchases, and owns chargers and related infrastructures during the customer contract term. Our volume purchasing power and tax-advantaged financing structure allow us to secure and pay for the charging infrastructure at a lower price and cost of capital than our customers would on their own. This translates to lower annual costs for our customers. Highland then provides EVSE for a customer's use throughout the term of the contract. EVSE is selected based on customer needs and purchased from Highland's prequalified suppliers.

- Fueling (i.e., electricity). All electricity costs associated with fuel provided by the chargers are paid by Highland and included in the fixed annual price.

We provide the Charging-as-a-Service product offering—and related full suite of services that assure a sufficiently charged vehicle at an affordable price—or where the vehicles are purchased new and placed into operation at the same time as the charging infrastructure. Aside from actual title ownership of the electric vehicles, the Charging-as-a-Service offering is identical to the Charging-as-a-Service Plus+ offering and the comparative customer experience should be identical. Typically, we can offer a 5% discount to Sourcewell Members for the Charging-as-a-Service offering.

We do not offer Charging-as-a-Service offerings for electric vehicles that are refurbished or converted internal combustion vehicles, or that are not purchased from Highland-approved OEMs and dealers.

7. Charging-as-a-Service Plus+

Our Charging-as-a-Service Plus+ product includes the same services as our Charging-as-a-Service product (described above), but adds the procurement and ownership of vehicles by Highland and reimbursement for inspection, minor maintenance, and repair of electric vehicles.

PROCUREMENT OF ELECTRIC VEHICLES AND CHARGING INFRASTRUCTURE.

Similar to our Charging-as-a-Service offering, but with the addition of vehicle procurement, Highland identifies, purchases, and owns electric vehicles, chargers, and related infrastructures during the customer contract term.

REIMBURSEMENT FOR INSPECTION, MINOR MAINTENANCE, AND REPAIR OF

		<p>ELECTRIC VEHICLES. Highland is responsible for the cost of all maintenance and repair for the vehicles, whether planned or unplanned, throughout the term of the contract subject to proper use and care by the customer. The customer is responsible for scheduling regular fleet maintenance in accordance with the OEM manual, state requirements, and best practices. In cases where a customer supports maintenance and repair work for the electric vehicle(s), they will receive reimbursement from Highland for all associated parts and labor at the pre-negotiated rate.</p> <p>For standard preventative maintenance Highland will provide its customers a billing credit for inspections, minor maintenance, and major repairs according to a pre-negotiated schedule in line with industry standards or a flat, pre-negotiated, monthly rate. If the cost of the work exceeds the negotiated rate or flat reimbursement rate, the customer is responsible for the remainder of the costs. During the warranty period, the warranty work costs are covered by the OEM. Outside of the warranty period, repair and maintenance may be performed by Highland technicians, customer maintenance shops, or local dealers and covered by the aforementioned pre-negotiated reimbursement rate with parts, coupled again with the billing credit for preventative maintenance measures. Highland leverages our FleetX CMS platform to ensure ease of cost reimbursement filing at no additional expense.</p> <p>For our managed service offerings, Highland ensures that the system is available for charging at least 97% of the time on an annual basis. If charger uptime goes below 97%, we credit the Sourcewell Member's annual contract price by an amount that is equivalent to the percentage to which we are under the 97% charging threshold. This model incentivizes Highland to meet the utmost system design, installation, and operational quality standards.</p> <p>8. Off-grid and Backup Power Solutions: Microgrids, Solar, and Battery Storage</p> <p>Highland is excited to offer Sourcewell Members microgrid solutions as part of the RFP, assuming amenable site characteristics. Highland has extensive experience in designing, building, and supporting projects that include Vehicle-to-Grid functionality. These projects involve specific chargers and vehicles that are compatible with the bidirectional flow of electricity, which are the building blocks of any microgrid project. Highland would add additional infrastructure necessary to support Vehicle-to-Building (V2B) or Vehicle-to-Everything (V2X) functionality, such as stationary battery storage. Stationary batteries are required to bridge power before the electric vehicle batteries come online in the case of an islanding event due to a power outage. Depending on the objective of the microgrid, Highland could add rooftop, ground mount, or canopy solar panels to the depot to increase the amount of resilient power available at the site to power building systems or charge electric vehicles.</p> <p>As part of our design process, Highland interfaces with the local utility to determine their appetite and ability to support distributed energy resources and microgrid projects. We are currently in the beginning stages of designing an electric vehicle, stationary battery, and solar microgrid in California to support emergency operations at a school cafeteria building during power outages. Highland is developing a network of solar installers and electrical engineers and contractors who specialize in microgrid applications and can serve as our partners and subcontractors on these innovative projects. These groups will work closely with Highland team members who have extensive experience in solar, storage, and microgrid distributed energy projects for public agencies. Our microgrid partners, such as Sprocket Power, have extensive experience integrating key components such as solar power, energy storage, EV charging management, facility controls, and energy management software to provide a full microgrid system. For example, Sprocket Power has built microgrids for ConEdison, and Honda and Toyota dealerships, among others to reduce their utility costs and enhance energy resiliency, and was selected by Schneider Electric as the first partner for their Microgrid Flex Partner Program.</p>
78	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ol style="list-style-type: none"> 1. Electric Vehicle Supply Equipment 2. Electrification Assessment: Electrification Consulting and Feasibility Assessment 3. CMS and Software Solutions 4. System Design and Installation 5. Operations and Maintenance 6. Charging-as-a-Service (Depot) 7. Charging-as-a-Service Plus+ (Fleet) 8. Off-grid and backup power solutions: Microgrids, Solar, and Battery Storage

79	Demonstrate your experience and capabilities installing and supporting Level 3 DC Fast Chargers	<p>Since the summer of 2022, over 60 percent of Highland's chargers installed and under management have been Level 3 DC Fast Chargers. Level 3 chargers dispense energy at higher power (25-150+ kW) and can fully charge medium or heavy duty vehicles in 1.5 to 3.5 hours. Although these chargers are more expensive, the speed and versatility are attractive features for large fleets, as on-board inverters are not necessary. Given these features, the majority Highland customers request and are best served by Level 3 chargers.</p> <p>As described in Table 3, Question 28, Highland successfully works with a prequalified suite of industry-leading suppliers of Level 3 DC Fast Chargers (including bi-directional) selected through Highland's competitive procurement process. We evaluated these suppliers on their product/technology, quality systems/certifications, software, "Build America Buy America" compliance, service network, supply chain, and price. Our objective was to identify preferred suppliers of Level 3 chargers that can offer competitive pricing, best-in-class product & technology, and a service plan that results in lowest total cost of ownership (TCO) and high uptime. Below are just three examples of Highland's proven track record of installing and supporting large scale and tech forward Level 3 DC Fast Chargers:</p> <ol style="list-style-type: none"> 1. Montgomery County Public Schools: Highland delivered and manages 45 Level 3 chargers for Montgomery County School District. The project included new utility service and was completed in less than 12 weeks. 2. EPA Clean School Bus: Highland is installing 68 Level 3 Chargers as part of its EPA Clean School Bus awards across 12 school districts. The project will serve a total of 31,130 students in these districts. 3. National Leadership in Level 3 V2G Projects: Highland has successfully deployed Level 3 DC Fast Chargers for V2G use in Massachusetts, Vermont, and Colorado, and has installed over 100 bi-directional V2G enabled chargers for customers in 14 states, positioning Highland as a pioneer in deployment of this cutting edge technology.
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80	Demonstrate the capabilities of proposed equipment, products, or services in regard to Charger-to-Charger Network Communication, Charging Network-to-Charging Network Communication, and Charging Network-to-Grid Communication.	<p>Our FleetX and Synop offerings allow full remote orchestration of EVSE and electric vehicle fleets, automating and optimizing all aspects of depot and fleet management through Charger-to-Charger Network Communication, Charging Network-to-Charging Network Communication, and Charging Network-to-Grid Communication.</p> <p>CHARGER-TO-CHARGER NETWORK COMMUNICATION. Chargers communicate to the internet via their own dedicated cellular connection. Once online, they communicate with the central charge management software server, which orchestrates charger/energy activities at the site level.</p> <p>CHARGING NETWORK-TO-CHARGING NETWORK COMMUNICATION. Highland's charge management software and Synop CMS and EMS are interoperable with any charger OEM that allows API access allowing charger-to-charger network communication. The software is remotely operated and managed by Highland as a bundled service or by Synop (if Synop CMS or EMS are purchased as a standalone product). Once vehicles are plugged in, charging schedules are automatically optimized at the site and charger level, lowering costs by avoiding peak demand and peak rates. The software ensures that vehicles are sufficiently charged to meet their daily route lengths, and continually optimizes charger output levels to keep costs down and protect against weather-related vehicle efficiency losses. Additionally, the software collects and stores data such as efficiency and charger faults. All charger data collected by Highland or Synop networks can be collected and aggregated across single sites, multiple sites for one customer, or multiple sites for multiple customers.</p> <p>CHARGING NETWORK-TO-GRID COMMUNICATION. As discussed in Question 45, Highland is a national leader in commercial bi-directional charging programs demonstrating the efficacy of medium and heavy duty electric vehicles for revenue generation and grid support during peak demand periods. Highland's V2G, V2B, and microgrid projects utilize Virtual Power Plants to integrate real-time data streams from utility platforms with Highland's purpose-built CMS platform, which incorporates telemetry data, charger performance, and grid signals. Our virtual power plant demonstrations involve direct charging network-to-grid communication, including utilities sending detailed 24-hour schedules to the depot that dictate when the electric vehicles are charged, discharged, or do nothing. This allows them to utilize every idle moment of the fleet, all in service of the local grid and local conditions. Highland is continuing to roll these charging network-to-grid communication controls across the U.S., including in Highland's U.S. DOE GRIP projects (see Question 11), allowing any utility to take advantage of the V2G potential of electric vehicles—all based on open and interoperable standards.</p> <p>Similarly, Synop EMS enables EV fleets to engage in V2G programs by allowing vehicles to both draw power from and return excess energy to the grid. The platform uses Open Charge Point Protocol (OCPP) to manage charging schedules based on utility prompts, ensuring vehicles discharge stored energy during peak demand periods. For instance, Synop verifies fleet schedules to identify available battery capacity and coordinates with utilities to dispatch energy back into the grid, generating revenue for fleet operators while supporting grid stability.</p>
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Table 7B: CATEGORY 1 ON-GRID ***ONLY SUBMIT FOR CATEGORY 1 OR CATEGORY 2***

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

☐ We will not be submitting for Table 7B: CATEGORY 1 ON-GRID ***ONLY SUBMIT FOR CATEGORY 1 OR CATEGORY 2***

Line Item	Category	Requested equipment, products or services	Offered *	Comments
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81	Category 1: On-Grid Electric Vehicle Supply Equipment and related services	All forms of network and non-network electric vehicle charging hardware and related infrastructure, including charging stations	<div><input checked="" type="radio"/> Yes</div> <div><input type="radio"/> No</div>	Highland delivers solutions that cover the entire spectrum of charging infrastructure. Our expertise spans all forms of network and non-network electric vehicle charging hardware, ensuring that we can meet the diverse needs of Sourcewell's Sourcewell Members. From cutting-edge charging stations to complete infrastructure design and implementation, we offer end-to-end solutions that support the growing electric vehicle ecosystem. Whether Sourcewell Members require standard Level 2 chargers, high-speed DC fast charging stations, or bi-directional V2G enabled chargers. Highland's team has the technical knowledge and innovative approach to provide seamless, reliable, and future-ready solutions. We are committed to advancing sustainable transportation by making electric vehicle charging accessible, efficient, and technologically advanced.
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82		Services related to the offering of electric vehicle charging hardware, including maintenance, repair, parts, supplies, and training	<div><div><input checked="" type="radio"/> Yes</div><div><input type="radio"/> No</div></div>	Highland offers services related to electric vehicle charging hardware, including the installation and maintenance of charging equipment, repair services, and the supply of necessary parts. Highland offers operations and maintenance as stand-alone or bundled with its Charging-as-a-Service offering. As part of our Charging-as-a-Service model, Highland handles all aspects of depot electrification, from infrastructure planning and development to the procurement of chargers. Highland also offers training programs for depot staff and drivers to ensure smooth operation of the charging systems. This turnkey approach allows organizations to access electric vehicle supply equipment and charging services in a simple and affordable manner, with Highland managing all the complexities of charging infrastructure deployment and upkeep. In addition, we stock vital parts and components for the chargers we deploy to keep uptime high. See Table 3, Question 28 for more details on Highland's ability to offer competitive pricing, best-in-class products, technologies, and service plans that reduce the total cost of ownership by working with prequalified contractors for EVSE and power distribution equipment.
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83		Site assessment, site preparation and materials, and installation services related to electric vehicle charging hardware	<div><div><input checked="" type="radio"/> Yes</div><div><input type="radio"/> No</div></div>	Highland provides charger installation services related to electric vehicle charging hardware as stand-alone or bundled with its Charging-as-a-Service offering. Installation services cover site assessment, preparation, and installation. Highland's Charging-as-a-Service offers a turnkey solution that includes detailed site design, site preparation and development, and complete installation of electric vehicle supply equipment. Our services encompass initial site analysis to ground support, ensuring that Sourcewell Members can transition to electric fleets with minimal complexity. Highland scopes and project manages all necessary infrastructure upgrades, including permitting, site preparation, groundwork, and charging station installation. By handling these critical aspects of fleet electrification, Highland eliminates the guesswork and upfront costs typically associated with transitioning to electric vehicles, making the process seamless for Sourcewell's Sourcewell Members.
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84		Electric vehicle supply network service providers and operators, charge monitoring and reporting services, billing services, grid and power management solutions, with related software technology	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Highland offers a comprehensive suite of services for charging, charger management, battery management, and fleet electrification, including electric vehicle supply network services and operations. We provide charge monitoring and reporting services through our customer facing FleetX software, which allows real-time visibility into fleet operations, state of charge tracking, and performance monitoring. Billing services are integrated into our subscription-based model, which covers all aspects of fleet electrification. Highland also offers sophisticated grid and power management solutions, utilizing managed charging to avoid peak rates and reduce electric bills. Highland's software enables complex coordination between vehicles, utilities, and energy markets, ensuring maximum benefits for both customers and the grid. All these services are underpinned by related software technology, including fleet and charge management software, which is crucial for optimizing charging schedules, minimizing utility costs, and managing vehicle-to-grid (V2G) capabilities.</p>	*
85		Category 1 responders MAY include off-grid (Category 2) solutions in their response, are you proposing Category 2 equipment?	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Highland offers solutions that extend beyond traditional vehicle charging infrastructure and fleet electrification services. These include microgrids, vehicle-to-building, vehicle-to-grid, on-site stationary backup batteries/energy storage, solar arrays and virtual power plants.</p>	*

Table 7C: CATEGORY 2 OFF-GRID ***ONLY SUBMIT FOR CATEGORY 1 OR CATEGORY 2***

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

☒ We will not be submitting for Table 7C: CATEGORY 2 OFF-GRID ***ONLY SUBMIT FOR CATEGORY 1 OR CATEGORY 2***

Line Item	Category	Requested equipment, products or services	Offered *	Comments	
86	Category 2: Solar and Off-Grid ONLY Electric vehicle charging hardware and related infrastructure, including charging stations	All forms of network and non-network electric vehicle charging hardware and related infrastructure, including charging stations	<input type="radio"/> Yes <input type="radio"/> No		*
87		Services related to the offering on electric vehicle charging hardware, including maintenance, repair, parts, supplies, and training	<input type="radio"/> Yes <input type="radio"/> No		*
88		Site assessment, site preparation and materials, and installation services related to electric vehicle charging hardware	<input type="radio"/> Yes <input type="radio"/> No		*
89		Electric vehicle supply network service providers and operators, charge monitoring and reporting services, billing services, grid and power management solutions, with related software technology	<input type="radio"/> Yes <input type="radio"/> No		*
90		Category 2 responders may ONLY offer solutions capable of operating off-grid	<input type="radio"/> Yes <input type="radio"/> No		*

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](#) - HEF Price List RFP021825vf .xlsx - Tuesday February 18, 2025 13:00:58
- [Financial Strength and Stability](#) - Financial Strength-Stability_VR Support Letter - 2025.02.03.docx.pdf - Sunday February 16, 2025 14:00:13
- [Marketing Plan/Samples](#) - Marketing Materials_Q17A Catalogs.zip - Tuesday February 18, 2025 14:11:20
- [WMBE/MBE/SBE or Related Certificates](#) - SBE Certification_LAUSD_1.2.28.pdf - Monday February 03, 2025 12:38:34
- [Standard Transaction Document Samples](#) - Standard Transaction Documents.zip - Sunday February 16, 2025 11:46:07
- [Upload Additional Document](#) - Q17A_Q23_Q52.zip - Tuesday February 18, 2025 14:11:57
- [Requested Exceptions](#) - RFP_021825_Electric_Vehicle_Supply_Eqpt_Master_Agreement (HEF 2025.02.11).docx - Thursday February 13, 2025 09:04:11

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. 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, 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. - Duncan McIntyre, CEO, Highland Electric Fleets, 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 obligations contemplated in the solicitation proposal.

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_8_Electric_Vehicle_Supply_Eqpt_RFP 021825 Mon February 10 2025 04:10 PM	<input checked="" type="checkbox"/>	2
Addendum_7_Electric_Vehicle_Supply_Eqpt_RFP 021825 Fri February 7 2025 03:13 PM	<input checked="" type="checkbox"/>	2
Addendum_6_Electric_Vehicle_Supply_Eqpt_RFP 021825 Thu February 6 2025 08:02 AM	<input checked="" type="checkbox"/>	1
Addendum_5_Electric_Vehicle_Supply_Eqpt_RFP 021825 Fri January 31 2025 02:11 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Electric_Vehicle_Supply_Eqpt_RFP 021825 Mon January 27 2025 04:16 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Electric_Vehicle_Supply_Eqpt_RFP 021825 Thu January 23 2025 03:27 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Electric_Vehicle_Supply_Eqpt_RFP 021825 Wed January 22 2025 03:23 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Electric_Vehicle_Supply_Eqpt_RFP 021825 Mon January 6 2025 03:00 PM	<input checked="" type="checkbox"/>	1