



MASTER AGREEMENT # 021825
CATEGORY: Electric Vehicle Supply Equipment with Related Services
SUPPLIER: Blue Whale EV, LLC

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 Blue Whale EV, LLC, 980 Mercantile Drive, Suite A, Hanover, MD 21076 (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 Sourcwell 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 Sourcwell 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.

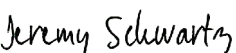
Article 3: Supplier Obligations to Participating Entities

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 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-BWL

Sourcewell

Signed by:

C0FD2A139D06489...


By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

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

Blue Whale EV, LLC

Signed by:

57F33AE9BB854AB...

By: _____

Scott Swidersky

Title: Principal Chief Marketing Officer

Date: 9/15/2025 | 3:07 PM CDT

RFP 021825 - Electric Vehicle Supply Equipment with Related Services

Vendor Details

Company Name:	Blue Whale EV, LLC
Does your company conduct business under any other name? If yes, please state:	No
Address:	980 Mercantile Drive Suite A Hanover, MD 21076
Contact:	dave castille
Email:	dcastille@bluewhaleev.com
Phone:	410-991-9372
Fax:	410-991-9372
HST#:	88-2515130

Submission Details

Created On:	Thursday January 02, 2025 06:34:30
Submitted On:	Tuesday February 18, 2025 08:16:39
Submitted By:	dave castille
Email:	dcastille@bluewhaleev.com
Transaction #:	98ba0b32-7d87-4308-86fe-e1ddd03fa7af
Submitter's IP Address:	147.243.236.41

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.	David Castille	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
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).	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Blue Whale EV CAGE code: 9CEG4 Blue Whale EV SAM Unique Entity ID: E1USAEG7LFU5	*
5	Provide your NAICS code applicable to Solutions proposed.	238210 - Electrical Contractors and Other Wiring Installation Contractors 335999 - All Other Miscellaneous Electrical Equipment and Component Manufacturing 423610 - Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers	*
6	Proposer Physical Address:	Blue Whale EV, LLC 980 Mercantile Drive, Suite A Hanover, MD 21076	*
7	Proposer website address (or addresses):	www.bluewhaleev.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):	Scott Swidersky Principal, Chief Marketing Officer sswidersky@bluewhaleev.com Phone: (443) 745-7203 980 Mercantile Drive, Suite A Hanover, MD 21076	*
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Dave Castille Director, Public Sector dcastille@bluewhaleev.com Phone: (410) 991-9372 980 Mercantile Drive, Suite A Hanover, MD 21076	*
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Scott Schankweiler President sschankweiler@bluewhaleev.com Phone: (240) 694-5245 980 Mercantile Drive, Suite A Hanover, MD 21076 Nick McNulty Managing Director nmcnulty@bluewhaleev.com Phone: (443) 758-7389 980 Mercantile Drive, Suite A Hanover, MD 21076	*

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

Line Item	Question	Response *
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Blue Whale EV (BWEV) stands at the forefront of the electric vehicle (EV) charging industry, offering innovative and efficient solutions tailored to support a seamless transition to e-mobility. Founded in 2022 by the principals of Critical Peake Services (CPS), BWEV draws on over a decade of experience in EV charger installations, providing customized, turn-key solutions across diverse sectors such as public agencies, multi-family residences, commercial real estate, retail and hospitality venues, automotive dealerships, and fleet operations.</p> <p>BWEV streamlines EVSE procurement for Sourcewell Participating Entities, providing direct access to top-tier manufacturers like ChargePoint, Blink, Ford Pro, EverCharge, Xeal, and Tesla. These industry leaders offer scalable, high-performance charging solutions that evolve with technological advancements and growing demand. Through strategic partnerships and a turnkey approach, BWEV delivers more than just equipment—offering expert site planning, seamless installation, and proactive long-term support. By optimizing deployment costs, accelerating project timelines, and ensuring future-proof infrastructure, BWEV empowers organizations to build efficient, reliable, and cost-effective EV charging networks tailored to their unique operational needs.</p> <p>BWEV has developed a broad portfolio of project experiences, including public-facing charging installations, fleet management solutions, transit bus electrification, medium to heavy-duty vehicle support, and innovative vehicle-to-grid systems. These use cases demonstrate BWEV's capability to handle complex and varied project requirements, ensuring that each solution is optimized for the specific demands of different vehicle types and operational scopes.</p> <p>Leveraging the extensive background of CPS in the EV charging sector, BWEV has rapidly carved out a significant market presence, establishing itself as a key player in the competitive landscape of EV charging solutions. The company's core values—innovation, customer focus, quality, teamwork, and sustainability—are integral to its operations, driving the development of advanced processes and solutions that prioritize client satisfaction and environmental responsibility.</p> <p>Mission Statement: BWEV is dedicated to delivering superior, reliable, and user-friendly EV charging products, customizing solutions to align with client-specific requirements, ensuring cost-effective implementations, and supporting clients' goals towards achieving carbon neutrality and zero emissions. The company upholds the highest standards of competence and integrity, fostering long-term relationships that evolve to meet the expanding needs of its clients.</p> <p>As a partner in the e-mobility revolution, BWEV is more than just a provider; it is a catalyst for change, actively driving industry advancements and promoting sustainable development. With a proactive approach to market shifts and a keen anticipation of technological trends, BWEV guarantees long-term satisfaction and success for its clients, offering Sourcewell Participating Entities not only solutions but also a strategic advantage in the rapidly evolving realm of electric vehicle charging. This comprehensive approach includes addressing emerging trends and expanding needs across various use cases, positioning BWEV as a versatile and forward-thinking partner in the industry.</p>

12	What are your company's expectations in the event of an award?	<p>If Blue Whale EV (BWEV) is awarded the Sourcewell contract, the company has specific expectations regarding the outcomes and impacts of such an award:</p> <ol style="list-style-type: none"> 1. Increased Business Volume: BWEV expects a significant increase in business opportunities. The ease of procurement through Sourcewell should attract numerous public entities, resulting in a higher volume of projects for EV charging installations. 2. Expanded Client Base: The award will likely broaden BWEV's clientele, especially among government agencies, educational institutions, and other public sector organizations that benefit from the streamlined purchasing process provided by Sourcewell. This would enhance BWEV's market penetration in both existing and new geographic areas. 3. Strengthened Market Position: Being recognized as a Sourcewell awarded contractor would reinforce BWEV's reputation as a leader in the EV charging industry. It would also validate the quality and reliability of its offerings, enhancing brand credibility and authority in the market. 4. Operational Efficiency: With the anticipated increase in projects, BWEV expects to optimize its operational processes to handle the larger scale of operations efficiently. This includes enhancing project management practices, scaling up resources as needed, and improving logistics and supply chain management to meet the increased demand. 5. Enhanced Marketing and Outreach: The award would trigger a robust marketing campaign to promote BWEV's association with Sourcewell. BWEV plans to leverage various channels such as our website, social media, webinars, and industry conferences to inform potential clients about the benefits and conveniences of using the Sourcewell contract to procure EV charging solutions. BWEV does this with today's current Sourcewell EV charging contract holders on their on their behalf. 6. Innovation and Technology Advancement: With the expected growth from the award, BWEV intends to continue investing in R&D to incorporate the latest EV charging technologies and innovative solutions. This aligns with its commitment to delivering cutting-edge, sustainable products that meet the evolving needs of its customers. With BWEV's unique market position, we have the ability to continuously expand our Solutions Offering, adding new products and manufacturers as the EVSE market advances and matures. This adaptability ensures that Sourcewell Participating Entities benefit from the most advanced, reliable, and cost-effective charging infrastructure available. 7. Customer Satisfaction and Support: BWEV expects to enhance its customer support services to maintain high levels of satisfaction among its expanded client base. This includes offering tailored solutions, responsive customer service, and proactive maintenance and support services. 8. Sustainability Impact: Given BWEV's commitment to sustainability, the award would further enable the company to assist public entities in achieving their environmental and sustainability goals. This includes supporting initiatives aimed at reducing carbon footprints and promoting renewable energy use. <p>Overall, BWEV anticipates that being awarded the Sourcewell contract will significantly bolster its business growth, operational capabilities, customer base, and contribution to sustainable development, ultimately advancing its mission of promoting cost-effective e-mobility solutions.</p>
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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.	<p>For the Sourcewell contract, Blue Whale EV (BWEV) presents a strong financial profile, underlined by its significant accomplishments and robust operational activities in the EV charging infrastructure sector. As a leading full-service provider specializing in turn-key solutions, BWEV has established itself as a dominant player in this sector. The company is well-supported by its sister company, Critical Peake Services (CPS), which brings additional expertise in electrical installations and maintenance, enhancing BWEV's project delivery capabilities.</p> <p>Key financial highlights for BWEV, with support from CPS, include:</p> <ul style="list-style-type: none"> • Expansive Client Base: BWEV serves over 250 active customers, demonstrating a broad and dependable revenue stream that underscores its financial health. • Extensive Project Experience: The installation of more than 1,000 chargers showcases BWEV's substantial operational capacity and deep industry expertise. • Consistent Growth: There is a continuous increase in demand for BWEV's services, propelled by the growing adoption of electric vehicles and favorable government policies promoting sustainable transportation solutions. <p>BWEV's financial stability is crucial for fulfilling the requirements of the Sourcewell contract. The company's ability to manage large-scale projects is proven by its extensive track record and ongoing market expansion. Together with CPS, BWEV not only secures a sustainable business model but also ensures comprehensive capability to support large contracts, making it a reliable and effective partner for extensive EVSE initiatives. This financial strength and operational reliability are fundamental to maintaining a long-term and successful partnership under the Sourcewell contract.</p> <p>Attached in the Financial Strength and Stability Uploads are an Income Statement and Balance Sheet document as well as letter from bank.</p>	*
14	What is your US market share for the Solutions that you are proposing?	<p>BWEV has strategically integrated the top three U.S.-based EVSE manufacturers—Tesla, ChargePoint, and Blink—into its solutions portfolio, capturing over 70% of the market for Level 2 and Level 3 chargers. This ensures that BWEV delivers a comprehensive range of high-quality, reliable charging solutions to meet the diverse needs of government entities.</p> <p>To further enhance its offerings, BWEV has also incorporated emerging industry leaders, including FordPro, EverCharge, and Xeal, expanding its capability to provide innovative, cost-effective, and flexible e-mobility solutions. This diversified portfolio enables BWEV to effectively address the unique requirements of Participating Entities, offering tailored solutions through Sourcewell.</p> <p>With this robust lineup, BWEV is fully equipped to meet the comprehensive e-mobility needs of all Sourcewell Participating Entities, ensuring access to the latest and most efficient charging technologies available.</p>	*
15	What is your Canadian market share for the Solutions that you are proposing?	<p>As indicated in Question 14, BWEV has strategically integrated the top three U.S.-based EVSE manufacturers—Tesla, ChargePoint, and Blink—into its solutions portfolio, capturing over 70% of the market for Level 2 and Level 3 chargers. This ensures that BWEV delivers a comprehensive range of high-quality, reliable charging solutions to meet the diverse needs of government entities.</p> <p>To further enhance its offerings, BWEV has also incorporated emerging industry leaders, including FordPro, EverCharge, and Xeal, expanding its capability to provide innovative, cost-effective, and flexible e-mobility solutions. This diversified portfolio enables BWEV to effectively address the unique requirements of Participating Entities, offering tailored solutions through Sourcewell.</p> <p>With this robust lineup, BWEV is fully equipped to meet the comprehensive e-mobility needs of all Sourcewell Participating Entities, ensuring access to the latest and most efficient charging technologies available.</p>	*
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 Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Neither Blue Whale EV, Critical Peake Services, nor any of their principal owners have been involved in current or completed bankruptcy proceedings within the past seven years.	*

17	<p>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).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>B) BWEV is a North American EVSE Supplier and Service Provider with manufacturer direct relationships and pricing.</p> <p>At BWEV, we take pride in our status as a charger-agnostic service provider, committed to delivering a comprehensive suite of services that assist in the selection and installation of the most suitable EV charging solutions tailored to each client's specific requirements. We have meticulously selected several EVSE manufacturers to be part of our Service Offering, chosen for their superior products, market penetration, innovation, and competitive price points. This selection includes manufacturers currently holding Sourcewell contracts, underscoring our capability to deliver services effectively for Participating Entities under these agreements.</p> <p>Our objective is to offer Participating Entities the best choice in EVSE, providing a wide array of products from various manufacturers. This ensures that our clients receive the optimal solution for their needs, without any bias toward a particular brand.</p> <p>1.Service Delivery Model</p> <ul style="list-style-type: none"> • Direct Manufacturer Relationships: Our in-house BWEV sales and service teams work directly with manufacturers to ensure that we provide the best possible solutions to Participating Entities. For EVSE products, we go directly to the manufacturer. • Established East Coast Presence: BWEV has a developed a significant operational presence along the East Coast, enabling us to efficiently install and service a wide range of EVSE setups. • Blue Whale Dealer Network: We are in the process of deploying our own Blue Whale EV dealer network, selecting regional and local service providers and installers who are equipped with BWEV's process and capabilities. • Nationwide and Canadian Service Network: BWEV maintains strategic relationships with several nationwide service and installation organizations capable of delivering extensive coverage across both the United States and our planned expansion into Canada. This includes more than 30 locations and nearly 2,000 field staff across North America including several US Territories. <p>This multi-faceted approach, combining the expertise of BWEV staff, the reach of our nationwide partners, and the local touch provided by our growing network of regional and local providers, ensures that Participating Entities receive comprehensive support tailored to their specific geographical and operational needs.</p> <p>By leveraging these relationships and our strategic approach to service delivery, BWEV is uniquely positioned to support the comprehensive e-mobility needs of all Participating Entities, ensuring they have access to the latest and most efficient EV charging technologies available.</p> <p>To showcase the strength of our partnerships with leading EVSE manufacturers, we have included letters of support from our key manufacturing partners. These letters serve as a testament to our collaborative relationships, highlighting our shared commitment to delivering high-quality, reliable, and innovative EV charging solutions. They also reinforce the trust and confidence our partners have in our ability to successfully implement and manage EVSE projects, ensuring seamless integration and long-term performance.</p>
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18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Blue Whale EV (BWEV) rigorously upholds the highest standards for licensing and certifications required for turnkey installations, ensuring comprehensive compliance across our operations, including our partners and the expanding Blue Whale dealer network. This commitment extends to our professional staff, including electrical and civil engineers, who are integral to our project planning and implementation phases. Below, we detail the essential credentials upheld by our organization:</p> <ol style="list-style-type: none"> 1. Business and Professional Licenses <ul style="list-style-type: none"> • State Business Licenses: BWEV, along with our partners and dealer network members, holds the necessary business licenses in all operational states, ensuring adherence to local business standards. • Electrical Contractor Licenses: BWEV, our subcontractors, and dealer network members possess electrical contractor licenses issued by state, province and local licensing boards, authorizing all types of electrical installations, including specialized EVSE setups. 2. Professional Certifications: <ul style="list-style-type: none"> • EVITP Certification: Our technicians, partners, and dealer network members are certified by the Electric Vehicle Infrastructure Training Program (EVITP), ensuring expertise in EV charger installations. • Master Electrician Certifications: Senior electrical staff across BWEV, including subcontractors and dealers, hold Master Electrician certifications for supervising complex electrical projects. 3. Engineering Credentials: <ul style="list-style-type: none"> • Professional Engineer (PE) Licenses: Our in-house electrical engineers, as well as those within our network, hold PE licenses, ensuring that all engineering work meets the highest professional standards. Additionally, we engage civil engineers with PE licenses as needed, depending on the project scope, to handle infrastructure, site preparation, and compliance with local construction codes. 4. Safety and Compliance Certifications: <ul style="list-style-type: none"> • OSHA Certification: All operational staff, including those from our partner and dealer entities, are certified under Occupational Safety and Health Administration guidelines. • ADA Compliance Training: Comprehensive training is provided to ensure all installations meet accessibility standards mandated by the ADA. 5. Specialized Industry Certifications: <ul style="list-style-type: none"> • LEED Accreditation: We prioritize partnerships with entities that include LEED Accredited Professionals, supporting projects that require sustainable design and construction practices. 6. Subcontractor and Third-Party Credentials: <ul style="list-style-type: none"> • We require all associated entities, including subcontractors and dealers, to uphold equivalent certifications and licenses, ensuring uniform quality and compliance across all projects. <p>By maintaining these comprehensive credentials and ensuring regular audits and training, BWEV commits to delivering high-quality, compliant, and efficient EV charging solutions as detailed in this RFP. This approach guarantees that all personnel, whether directly employed or part of our broader network, meet the stringent standards expected in our industry, including those related to both electrical and civil engineering disciplines.</p>
19	<p>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.</p>	<p>Neither Blue Whale EV, Critical Peake Services, nor any of their principal owners have been involved in current or past debarments within the past seven years.</p>

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>Blue Whale EV has been recognized for its contributions to the EV charging industry and has actively participated in key industry conferences, showcasing its leadership and expertise. Notable achievements and recognitions include:</p> <ul style="list-style-type: none">• 2024 Inno Fire Awards Honoree: Blue Whale EV was nominated as an honoree in the Baltimore Business Journal's 2024 Inno Fire Awards, highlighting its innovative contributions to the Baltimore region. <p>Additionally, Blue Whale EV has been an active speaker at prominent industry conferences, including:</p> <ul style="list-style-type: none">• Maryland Association of Counties (MACo) Conference: Discussing state of EV charging and challenges across the region.• Greater Washington Region Clean Cities (GWRCC) Events: Moderating a panel on challenges of the grid and migration from fossil fuels.• Maryland Clean Energy Center (MCEC) Conference: Presenting insights on EV adoption trends and infrastructure expansion. <p>These awards and speaking engagements highlight Blue Whale EV's commitment to advancing electric vehicle adoption, shaping policy discussions, and supporting sustainable infrastructure growth</p>	*
21	What percentage of your sales are to the governmental sector in the past three years?	Blue Whale EV's sales to the government sector have accounted for approximately 52% of our total sales over the past three years.	*
22	What percentage of your sales are to the education sector in the past three years?	Blue Whale EV's sales to the education sector have accounted for approximately 8% of our total sales over the past three years.	*
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?	Blue Whale EV was awarded the Arlington County, Virginia Energy Services Contract in the summer of 2023, achieving an annualized sales volume of \$3,100,000. This bridgeable contract allows other public sector entities to benefit from its favorable pricing, terms, and conditions. This strategic advantage has significantly expanded Blue Whale EV's reach within the public sector. As of February 2025, we in the process of closing over \$5,000,000 in public sector contracts for the first quarter of the year through this arrangement and anticipate reaching at least \$9,000,000 in public sector contracts for the entirety of 2025. This performance underscores our strong presence and trusted reputation within the public sector, highlighting our capability to deliver substantial value and foster broader public sector engagement through strategic contracting vehicles similar to Sourcwell.	*
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?	<p>Blue Whale EV is actively pursuing a General Services Administration (GSA) contract, with anticipated approval later this year. In the interim, Blue Whale EV has strategically partnered with existing GSA contract holders to engage in Electric Vehicle Supply Equipment (EVSE) projects. This collaborative approach not only extends our reach within the government sector but also ensures that we can effectively respond to and pursue opportunities in the EVSE domain.</p> <p>This proactive strategy reflects our commitment to expanding our service offerings within the public sector, enabling us to maintain continuity in delivering high-quality, reliable EV charging solutions to government entities, even as we finalize our own GSA contract. These partnerships allow us to leverage established GSA frameworks, aligning with our strategic goals and ensuring compliance with government procurement standards.</p> <p>We are committed to ensuring a seamless transition as we acquire our GSA contract and will continue to collaborate with our GSA-affiliated partners to meet the evolving needs of our clients.</p>	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Arlington County	Sayed Nasari Facilities Project Specialist Department of Environmental Services	Office: 703.228.4214 Mobile: 703.407.3887	*
City of Fairfax	Lee Hall Fleet Manager Fleet Services/Sustainability/Operations Division	Office: 703-385-7989, Mobile: 571-334-7746	*
Fairfax Public Schools	Gisele Gray Community Use Specialist	Office: 703-219-2230 Mobile: 571-424-7197	*

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

Describe your company’s capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your

response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	<p>Blue Whale EV is strategically positioned in Hanover, MD, to deliver specialized services tailored to meet the unique needs of our public sector clients. Our centralized, dedicated team is meticulously designed to cater to government entities at all levels, ensuring that we address the specific challenges and requirements of public sector projects.</p> <p>1. Public Sector Team Structure</p> <p>A. Dedicated Personnel Our public sector team includes 10 skilled professionals committed to servicing government clients. Their deep understanding of public sector dynamics equips them to effectively navigate the complexities of government projects and procurement processes.</p> <p>B. Engagement Channels We utilize a variety of strategic channels to maintain and strengthen relationships with public sector clients:</p> <ul style="list-style-type: none"> • Targeted Marketing Campaigns: Specifically designed to align with the interests and needs of government entities, these campaigns emphasize the benefits and applicability of our EV charging solutions within public infrastructure. • Direct Outreach: Regular outreach initiatives allow our team to connect directly with key decision-makers within government agencies, keeping them informed and engaged with the latest developments in EV charging technology. • Webinars and Educational Sessions: We frequently host webinars and educational sessions to inform and educate public sector clients about advancements in EV technology and the long-term benefits of investing in sustainable infrastructure. • Conference Participation: Our active participation and presence at relevant public sector conferences ensure that Blue Whale EV remains a prominent and recognized player in the public sector market. <p>C. Sales Consultants Blue Whale EV employs public sector sales consultants who are incentivized through a finder's fee structure. This model rewards the identification and development of new opportunities within the public sector, encouraging a proactive approach to expand our governmental footprint.</p> <p>2. Commitment to Public Sector Success Blue Whale EV's commitment to the public sector is demonstrated through our dedicated efforts to understand and address the unique challenges faced by government entities. By providing a dedicated team equipped with specialized knowledge and tailored strategies, we aim to be a trusted partner in supporting the public sector's transition to sustainable transportation solutions. This dedicated approach ensures that we not only meet but exceed the expectations of our public sector clients, contributing effectively to their goals of enhancing public infrastructure with environmentally responsible technologies.</p>

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Blue Whale EV (BWEV) is strategically expanding its presence in the electric vehicle (EV) charging market with a robust and emerging dealer network, enhanced by strong relationships with our manufacturing partners. This comprehensive approach is aimed at extending our reach and enhancing the accessibility of our EV charging solutions across the United States and Canada.</p> <p>1. Emerging Dealer Network Strategy</p> <ul style="list-style-type: none"> • Rapid Expansion: BWEV is actively growing its dealer network to ensure comprehensive coverage and support for EV charging initiatives, focusing on strategic locations where EV adoption is high as well as locations expected to increase. • Support and Training: BWEV invests heavily in supporting and training its dealers, providing extensive technical training on new EV charging technologies, sales and marketing support, and operational training to proficiently handle installations and maintenance. • Quality Assurance: Each dealer is rigorously vetted to meet high standards before joining the network, ensuring that they uphold the level of quality and service BWEV stands for. • Tailored Solutions: Dealers are equipped to provide tailored, turn-key solutions that meet the specific needs of their local markets, ensuring each project is handled with a deep understanding of local requirements. <p>2. Integration with Nationwide Support</p> <ul style="list-style-type: none"> • Gap Coverage: In areas where our dealer network is still emerging, BWEV's nationwide organization provides additional support, ensuring no region is left without access to our advanced EV charging solutions. • Seamless Service Delivery: The nationwide support collaborates with local dealers to ensure seamless service delivery, combining local market knowledge with the extensive resources of a national organization. • Scalability and Flexibility: The structure of our dealer network allows for quick adaptation to market needs and technological advancements, enhancing our ability to serve emerging markets effectively. <p>3. Manufacturing Partners</p> <ul style="list-style-type: none"> • Collaborative Sales and Marketing: BWEV's manufacturing partners have dedicated sales organizations that collaborate closely with BWEV in direct sales efforts targeting government customers. These partnerships are enhanced by joint marketing initiatives that significantly expand our reach and improve our service offerings. • Access to Innovations: Through these strategic partnerships, BWEV accesses a diverse array of the latest charging technologies and innovations, ensuring that our solutions remain at the forefront of the EV charging industry. <p>4. Long-term Vision</p> <ul style="list-style-type: none"> • BWEV envisions a dealer network that does more than distribute products; it aims to foster a community of EV charging experts who advocate for sustainable transportation solutions, driving widespread EV adoption across North America. <p>In summary, BWEV's dealer network, supported by strategic manufacturing partnerships and nationwide organizational support, forms a comprehensive distribution strategy that enables us to deliver high-quality, efficient, and tailored EV charging solutions. This network is crucial for maintaining our leadership in the e-mobility revolution, ensuring we meet the growing demand for sustainable transportation solutions across diverse geographic regions.</p>
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28	<p>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>	<p>Blue Whale EV (BWEV) follows a structured and rigorous prequalification process to ensure that all contractors meet the necessary requirements for delivering high-quality EV charging infrastructure projects. Our approach to prequalification includes the following steps:</p> <ol style="list-style-type: none"> 1. Evaluation of Qualifications and Experience <ul style="list-style-type: none"> • Contractors must demonstrate relevant experience in EVSE installation, electrical work, civil construction, and related infrastructure projects. • We prioritize contractors with a proven track record of completing similar projects successfully, particularly in the public sector. 2. Licensing and Certifications <ul style="list-style-type: none"> • Contractors must hold all necessary state and local licenses required for electrical and general contracting work. • Additional certifications, such as NEVI standards knowledge, safety training (OSHA 30), and relevant industry accreditations, are preferred. 3. Financial and Insurance Requirements <ul style="list-style-type: none"> • Contractors must provide evidence of financial stability, including bonding capacity, to ensure project viability. • Proof of liability insurance, workers' compensation, and any other required coverage must be submitted. 4. Compliance with Labor and Workforce Standards <ul style="list-style-type: none"> • Contractors must comply with prevailing wage laws and other labor standards applicable to federally funded or state-administered projects. • Demonstration of workforce development programs, apprenticeship participation, and diversity initiatives is encouraged. 5. Technical and Safety Assessments <ul style="list-style-type: none"> • We conduct site visits and technical assessments to verify the contractor's ability to meet project specifications. • Safety records and compliance history are reviewed to ensure adherence to industry best practices. 6. References and Past Performance Review <ul style="list-style-type: none"> • Contractors must provide references from past projects, particularly from Sourcewell Participating Entities or other public sector clients. • Performance evaluations, including quality of work, adherence to timelines, and responsiveness, are considered. 7. Approval and Selection Process <ul style="list-style-type: none"> • Prequalified contractors are classified based on their expertise and geographic coverage, ensuring efficient and targeted selection during project execution. • In the event of a contract award through Sourcewell, BWEV will oversee contract execution in collaboration with the Participating Entity, aligning contractor selection with project-specific requirements to ensure optimal performance and compliance. <p>This method ensures that all contractors engaged by BWEV uphold high standards of quality, safety, and compliance, ultimately leading to successful EV charging infrastructure deployment.</p>
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29	Service force.	<p>BWEV employs a comprehensive prequalification process to ensure that contractors engaged for EVSE (Electric Vehicle Supply Equipment) service work meet the highest standards of expertise, reliability, and compliance. Our approach includes the following key elements:</p> <ol style="list-style-type: none"> 1. Technical Competency and Experience: <ul style="list-style-type: none"> • Contractors must demonstrate extensive experience in servicing and maintaining EV charging stations, including Level 2 and DC fast chargers. • Familiarity with major EVSE manufacturers, diagnostic tools, software troubleshooting, and network integrations is required. 2. Licensing and Certifications: <ul style="list-style-type: none"> • Contractors must hold the necessary state and local electrical licenses and certifications for EVSE maintenance and repair work. • Additional industry-recognized certifications, such as from the Electric Vehicle Infrastructure Training Program (EVITP), are highly preferred. 3. Financial and Insurance Requirements: <ul style="list-style-type: none"> • Contractors must provide proof of financial stability, including bonding capacity if required. • Mandatory insurance coverage includes general liability, professional liability, workers' compensation, and vehicle insurance. 4. Safety and Compliance Standards: <ul style="list-style-type: none"> • A strong track record of adherence to OSHA safety standards and industry best practices is required. • Contractors must comply with all local, state, and federal safety regulations and maintain a documented safety program. 5. Workforce Training and Capability: <ul style="list-style-type: none"> • Contractors must have trained technicians capable of handling preventive and corrective maintenance, remote diagnostics, and emergency response services. • Technicians should be proficient in troubleshooting electrical, software, and mechanical issues related to EV chargers. 6. Response Time and Service Level Agreements (SLAs): <ul style="list-style-type: none"> • Contractors must meet predefined response times for emergency and routine service calls. • Capability to provide remote monitoring, diagnostics, and field service dispatch within industry-standard timeframes is evaluated. 7. References and Performance History: <ul style="list-style-type: none"> • Contractors must provide references from previous clients, particularly public sector agencies or Sourcewell Participating Entities, demonstrating reliability and quality of service. • Past performance in uptime reliability, issue resolution efficiency, and customer satisfaction will be reviewed. 8. Selection and Engagement Process: <ul style="list-style-type: none"> • Prequalified contractors will be categorized based on geographic coverage and service capabilities. • In the event of a contract award through Sourcewell, BWEV will oversee contract execution in collaboration with the Participating Entity, aligning contractor selection with project-specific requirements to ensure optimal performance and compliance. <p>By implementing this rigorous prequalification process, BWEV ensures that only qualified, experienced, and reliable contractors are engaged for EVSE service work, ultimately enhancing charger uptime and service reliability for Sourcewell Participating Entities.</p>
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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>As a Sourcewell-awarded vendor and prime contractor, BWEV follows a streamlined and structured ordering process to ensure efficient and transparent procurement, installation, and service delivery for EV charging infrastructure projects. BWEV's Customer Success Team serves as the main point of contact for Participating Entities, ensuring clear communication and a smooth project experience. The process includes the following key steps:</p> <ol style="list-style-type: none"> 1. Customer Engagement & Needs Assessment <ul style="list-style-type: none"> • Sourcewell Participating Entities (public agencies, municipalities, educational institutions, etc.) express interest in procuring EV charging solutions through the Sourcewell contract. • BWEV conducts a detailed consultation to assess the entity's specific needs, including product requirements, site feasibility, power availability, infrastructure requirements, and funding sources. • A preliminary scope of work (SOW) is developed to align with project goals. Proposal Development & Pricing <ul style="list-style-type: none"> • Based on the customer's requirements, BWEV provides a detailed proposal outlining the scope of work, equipment selection, estimated costs, and installation timeline. • Pricing is based on pre-negotiated Sourcewell contract pricing, ensuring competitive and compliant procurement. • Typically site surveys or engineering assessments are conducted before finalizing the proposal. 2. Purchase Order (PO) & Contract Execution <ul style="list-style-type: none"> • The Participating Entity issues a Purchase Order (PO) or Notice to Proceed under the Sourcewell contract. • BWEV, as the prime contractor and project owner, executes the agreement and finalizes the project plan, delivery schedule, and contractor assignments. 3. Procurement & Equipment Ordering <ul style="list-style-type: none"> • BWEV coordinates directly with EVSE manufacturers and suppliers to procure the required charging equipment, ensuring compliance with Sourcewell contract terms. • Logistics planning includes shipping, storage, and staging of equipment for installation. 4. Installation & Deployment <ul style="list-style-type: none"> • BWEV oversees the full installation process, managing subcontractors and vendors while ensuring adherence to project specifications. • All work is completed in compliance with NEVI standards, local permitting, ADA accessibility, and safety regulations as required. • If utility upgrades are required, BWEV coordinates with utility providers for electrical service connections. 5. Testing, Commissioning & Training <ul style="list-style-type: none"> • Post-installation, BWEV conducts system testing and commissioning to verify charger functionality, connectivity, and compliance. • BWEV provides training for the customer's staff on charger operation, troubleshooting, and management platform use. 6. Ongoing Service, Maintenance & Support <ul style="list-style-type: none"> • BWEV offers ongoing maintenance and support per the terms of the Sourcewell contract, including remote monitoring, field service, and uptime guarantees. • Service contracts or extended warranties are available based on customer needs. 7. Project Closeout & Reporting <ul style="list-style-type: none"> • BWEV ensures all project documentation, final inspections, and approvals are completed. • Final reports and as-built documentation are provided to the Participating Entity. • If applicable, BWEV assists with rebates, grant compliance, or funding documentation. <p>Why This Process Matters?</p> <ul style="list-style-type: none"> • Efficient Procurement: Sourcewell contract streamlines the purchasing process for public agencies. • Turnkey Delivery: BWEV acts as a single point of accountability, ensuring smooth project execution. • Compliance & Quality Assurance: BWEV ensures all work meets regulatory and technical standards. • Ongoing Support: Comprehensive service plans maximize charger uptime and reliability. <p>This structured ordering process ensures seamless and effective project execution, providing Sourcewell Participating Entities with a hassle-free and cost-effective solution for EV charging infrastructure.</p>
31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and	<p>Blue Whale EV (BWEV), customer service is a cornerstone of our EV charging solutions. Our Customer Success Team serves as the primary point of contact for all Participating Entities under the Sourcewell contract, ensuring seamless project management, ongoing support, and optimized charger performance. Our customer</p>

<p>commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>service program includes structured procedures, defined response-time commitments, and performance-based incentives to maintain high service standards.</p> <p>1. Customer Support Process & Procedure</p> <ul style="list-style-type: none"> • Dedicated Customer Success Team: Each Participating Entity is assigned a dedicated Customer Success Manager (CSM) who serves as the primary liaison from project initiation through ongoing operations. • The CSM ensures transparent communication, providing real-time project updates, issue resolution, and strategic support. <p>2. 24/7 Help Desk & Technical Support</p> <ul style="list-style-type: none"> • BWEV provides a 24/7 support line for emergency service requests and technical assistance. • Our support team is trained in remote diagnostics and can troubleshoot software, network, or hardware issues before dispatching field technicians. <p>3. Multi-Tiered Support Approach</p> <ul style="list-style-type: none"> • Tier 1: Remote Assistance & Troubleshooting. Customers report an issue via phone, email, or an online service portal. Our team remotely analyzes charger logs, network connectivity, and system alerts. In many cases, software updates or resets can resolve the issue remotely. • Tier 2: On-Site Technician Dispatch: If the issue cannot be resolved remotely, a certified field technician is dispatched to the site. Field service includes physical inspections, electrical diagnostics, component repairs, or replacements. • Tier 3: Escalation to Manufacturer Support: For complex hardware issues, BWEV coordinates directly with the EVSE manufacturer's technical team. We ensure warranty claims, part replacements, and firmware updates are handled efficiently. <p>4. Response-Time Commitments</p> <p>BWEV adheres to strict Service Level Agreements (SLAs) to guarantee fast response times and minimize charger downtime.</p> <ul style="list-style-type: none"> • Critical Issue: Equipment is broken, malfunctioning, or faulty, creating a risk of harm to individuals or property damage ≥ \$5,000. Response Time: Same Day • High Impact Issue: Equipment is broken, malfunctioning, or faulty, causing significant negative impact on the host site or operations. Response Time: Within 1 Business Day • Medium Impact Issue: Equipment requires upgrades or repairs but does not immediately affect operations. Response Time: Within 3 Business Days • Low Impact Issue: Issue has minimal impact on equipment functionality or the host site's operations. Response Time: Within 5 Business Days <p>Faster response times are available for customers who opt for premium service contracts. BWEV monitors system uptime continuously, ensuring proactive maintenance before failures occur.</p> <p>5. Service Guarantees</p> <p>Additionally, BWEV offers extended warranties and predictive maintenance programs to help customers avoid costly downtime.</p> <p>6. Proactive Monitoring & Predictive Maintenance</p> <ul style="list-style-type: none"> • BWEV leverages EVSE manufacturers cloud-based monitoring platforms that tracks charger health, usage patterns, and potential failures in real-time. • The platforms use AI-driven predictive analytics to schedule preventative maintenance before a failure occurs, reducing costly emergency repairs. • Customers can receive monthly performance reports outlining uptime, usage trends, and recommended optimizations. <p>7. Customer Satisfaction & Continuous Improvement</p> <ul style="list-style-type: none"> • Quarterly Reviews: We conduct quarterly performance reviews with Participating Entities to assess satisfaction and address feedback. • User Training & Documentation: Customers receive comprehensive training on charger operation, troubleshooting, and energy management best practices. • Surveys & Feedback Loops: We regularly collect user feedback to enhance service quality and identify areas for improvement. <p>Why Choose BWEV's Customer Service Program?</p> <ul style="list-style-type: none"> • Reliable & Fast Support: 24/7 availability with guaranteed response times. • Minimized Downtime: Proactive monitoring and predictive maintenance keep chargers operational. • Performance-Driven Approach: Incentivizing service providers ensures accountability and quality. • End-to-End Management: From installation to long-term support, BWEV is the single point of accountability. • Customer-Centric Model: Our Customer Success Team ensures smooth project execution and ongoing service excellence. <p>BWEV is committed to delivering industry-leading customer service and support to</p>
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		ensure that every Participating Entity under Sourcewell receives highly reliable, high-performance EV charging solutions with minimal downtime and maximum operational efficiency	
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>Blue Whale EV (BWEV) is fully equipped and committed to providing turnkey EV charging solutions to Sourcewell Participating Entities nationwide. As a prime contractor, we offer procurement, installation, maintenance, and long-term support, ensuring seamless project execution.</p> <p>Our Capabilities</p> <ul style="list-style-type: none"> • Leading EVSE Products – We offer the top EV charging solutions from industry-leading manufacturers, ensuring Sourcewell entities have access to the most advanced and reliable technology. • Nationwide Service & Scalability – BWEV partners with prequalified contractors and EVSE manufacturers to deliver fast, compliant installations. • Public Sector Expertise – We understand municipal and government procurement processes, ensuring smooth contract execution. • Sourcewell Contract Pricing – Leveraging a competitive, pre-negotiated rates simplify purchasing without lengthy bidding. • Flexible Solutions – Customizable EVSE services tailored to infrastructure, fleet, and funding needs. • Grant & Funding Support – Assistance with NEVI, CFI, and other public funding opportunities. <p>Ongoing Support & Reliability</p> <ul style="list-style-type: none"> • 24/7 Customer Success Team as the primary point of contact. • Fast SLA Response Times for emergency repairs and routine maintenance. • Remote Monitoring & Predictive Maintenance to maximize charger uptime. • Comprehensive Training & Technical Support for long-term success. <p>BWEV is ready to deliver high-quality, cost-effective EV charging solutions to Sourcewell members with speed, reliability, and expertise.</p>	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Blue Whale EV (BWEV) is actively planning to expand its EV charging solutions to Sourcewell Participating Entities in Canada. As we grow, we will bring our turnkey EVSE services, including procurement, installation, maintenance, and long-term support, while ensuring compliance with Canadian standards and regulations.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>Blue Whale EV (BWEV) is committed to providing EV charging solutions nationwide in the United States and is actively planning future expansion into Canada.</p> <ul style="list-style-type: none"> • United States: Full service coverage across the U.S., including urban, suburban, and most rural areas. • Canada: BWEV is in the early stages of establishing partnerships and service capabilities in Canada. 	*
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.	BWEV is committed to providing full access to its EV charging solutions for all Sourcewell Participating Entities, including counties, parishes, municipalities, state agencies, educational institutions, transit authorities, and other public sector organizations.	*

36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>Blue Whale EV (BWEV) is committed to expanding access to EV charging infrastructure; however, Hawaii, Alaska, and U.S. Territories present unique logistical, regulatory, and infrastructure challenges. As a result, specific requirements or restrictions may apply to Sourcewell Participating Entities in these locations.</p> <p>Hawaii & Alaska. Limited Service Availability – Evaluated Case by Case</p> <p>Requirements for Service:</p> <ul style="list-style-type: none"> • Project Feasibility Review: Each project will require a custom feasibility assessment due to unique logistical challenges. • Extended Lead Times: Equipment procurement and installation may take longer than in the continental U.S. due to shipping and supply chain constraints. • Local Contractor Partnerships: BWEV will partner with certified local electrical contractors for installations and maintenance. • Utility Coordination: Given grid constraints and islanded power systems, coordination with Hawaiian Electric, Chugach Electric, and other local utilities is required for feasibility. <p>Restrictions:</p> <ul style="list-style-type: none"> • Limited Emergency Service Response: On-site service for urgent repairs may have longer response times due to travel logistics. • Higher Installation & Maintenance Costs: Additional costs may apply for equipment shipping, labor mobilization, and regulatory compliance. <p>U.S. Territories (Puerto Rico, Guam, U.S. Virgin Islands, Northern Mariana Islands, American Samoa) Future Expansion Planned – Limited Service Currently</p> <p>Requirements for Service:</p> <ul style="list-style-type: none"> • Government or Large-Scale Projects Only: Due to supply chain constraints, BWEV will prioritize government, military, or large-scale public sector projects in U.S. Territories. • Compliance with Local Codes & Permits: Installation must adhere to territory-specific building codes, permitting regulations, and electrical standards. • Extended Shipping & Deployment Timelines: Procurement and installation will require longer lead times due to import regulations and transportation logistics. <p>Restrictions:</p> <ul style="list-style-type: none"> • Limited On-Site Support & Maintenance: Service requests may require travel-based technician dispatch, leading to longer response times. • Potential Utility & Grid Limitations: Some U.S. Territories may require custom grid assessments and infrastructure upgrades before EVSE deployment. • Higher Costs Due to Import Duties & Logistics: Additional charges may apply for shipping, customs clearance, and site mobilization. <p>BWEV will assess each request individually and work with Sourcewell Participating Entities to explore feasible solutions in these regions</p>
37	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	<p>Yes, Blue Whale EV (BWEV) is willing to extend the terms of any awarded Sourcewell master agreement to eligible nonprofit entities, provided they meet the necessary procurement requirements.</p>
38	Describe the process for installation of your products and services and explain the method of quotation, as applicable.	<p>Blue Whale EV (BWEV) follows a structured, turnkey installation process to ensure the seamless deployment of EV charging solutions for Sourcewell Participating Entities. Our comprehensive approach includes site assessment, engineering, permitting, installation, commissioning, extended warranty options, preventative maintenance, and ongoing support.</p> <p>1. Installation Process</p> <p>A. Site Assessment & Feasibility Study</p> <ul style="list-style-type: none"> • BWEV conducts on-site or virtual assessments to evaluate electrical capacity, site layout, and infrastructure needs. • Key factors considered include utility availability, ADA compliance, permitting requirements, and scalability for future expansion. <p>B. Engineering & Design</p> <ul style="list-style-type: none"> • Our team provides a customized site plan, including electrical infrastructure requirements, conduit routing, and charger placement. • Coordination with utilities, inspectors, and local permitting authorities is initiated. <p>C. Permitting & Utility Coordination</p> <ul style="list-style-type: none"> • BWEV secures all necessary permits to ensure compliance with local, state, and federal regulations. • We work directly with utility providers for electrical upgrades, if required. <p>D. Procurement & Equipment Delivery</p> <ul style="list-style-type: none"> • Chargers and supporting hardware are sourced directly from OEM partners under the pre-negotiated Sourcewell contract pricing. • Equipment is shipped to the installation site or a staging location for efficient

	<p>deployment.</p> <p>E. Installation & Construction</p> <ul style="list-style-type: none">• Certified local electricians and contractors perform the installation, including trenching, conduit placement, panel upgrades, and charger mounting.• All work adheres to NEC, NEVI, and ADA standards. <p>F. Testing, Commissioning & Training</p> <ul style="list-style-type: none">• Chargers undergo full-system testing, including power verification, network connectivity, and software configuration.• BWEV's Customer Success Team provides training for site personnel on charger operation and troubleshooting. <p>G. Ongoing Support, Preventative Maintenance & Extended Warranty</p> <ul style="list-style-type: none">• Remote monitoring, proactive diagnostics, and on-site maintenance are available to ensure uptime. <p>H. Preventative Maintenance Program</p> <ul style="list-style-type: none">• BWEV offers scheduled preventative maintenance to reduce downtime, extend equipment lifespan, and optimize charger performance:<ul style="list-style-type: none">- Routine Inspections – Periodic checks on electrical connections, cooling systems, and charging cables.- Firmware & Software Updates – Ensures chargers operate with the latest security patches and performance improvements.- Load Testing & Performance Optimization – Measures charger output and network reliability.- Cleaning & Physical Inspections – Removal of debris, corrosion prevention, and inspection of wear-and-tear components.- Data Analysis & Uptime Reporting – Monthly reports on charger health, utilization trends, and potential risks. <p>I. Extended Warranty Options</p> <ul style="list-style-type: none">• Standard manufacturer warranties apply to all equipment.• Extended warranty plans offer additional coverage on parts, labor, and software support beyond standard warranties.• Priority repair and replacement services are available under extended warranty coverage.• Service Level Agreements (SLAs) define response times for repairs and software updates. <p>2. Method of Quotation</p> <p>BWEV provides detailed, transparent pricing based on the Sourcewell contract terms. Our quotation method includes:</p> <ul style="list-style-type: none">• Standardized Pricing – Fixed rates for chargers, installation labor, and service contracts under Sourcewell's pre-negotiated agreement• Site-Specific Quotes – Custom pricing for infrastructure upgrades, utility work, and specialized site conditions.• Flexible Pricing Models – Options for one-time purchases, lease agreements, or turnkey service contracts.• Preventative Maintenance & Extended Warranty Packages – Available at fixed annual or multi-year rates to reduce long-term maintenance costs.• Grant & Incentive Support – Assistance in applying federal, state, and utility EVSE funding programs to reduce costs. <p>We have included samples our proposal documents as well as a Whale Care form in the Standard Transaction Documents Upload.</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>Blue Whale EV has successfully completed the following projects for government entities:</p> <ul style="list-style-type: none">• Arlington County, VA – Installation of EV charging infrastructure across four public-facing sites.• Baltimore City, MD – Fleet operations EV charging implementation.• Bergen County, NJ – EV charging deployment for the library system.• Fairfax County, VA – Charge-Up Fairfax program support.• Fairfax City, VA – EV infrastructure planning and installation.• Town of Vienna, VA – Public EV charging solutions.• City of Alexandria, VA – RFP support for a Public-Private Partnership EV charging initiative. <p>Ongoing projects include:</p> <ul style="list-style-type: none">• City of Greenbelt, MD – EV charging infrastructure implementation.• District of Columbia Office of the State Superintendent of Education (OSSE) – EV charging deployment.• Cecil County, MD – Public Works EV charging solutions. <p>Maryland Department of Environmental Services – EV infrastructure planning and installation.</p> <p>Projects currently in the planning stage:</p> <ul style="list-style-type: none">• Montgomery County, MD – Development of five NEVI-funded EV charging sites across the county.• River Edge, NJ – Public EV infrastructure planning.• Kanawha County, WV – EV charging implementation for the public school system school busses.
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Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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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>Blue Whale EV (BWEV) is committed to actively promoting the Sourcewell contract to public sector agencies, municipalities, educational institutions, and government entities to drive awareness and engagement. Our multi-channel marketing strategy ensures that Sourcewell Participating Entities understand the benefits of streamlined procurement for EV charging infrastructure, turnkey installations, and long-term support services.</p> <p>1. Digital Marketing & Online Presence</p> <ul style="list-style-type: none"> • Sourcewell Contract Landing Page – A dedicated webpage on BWEV's website highlighting the benefits of the Sourcewell contract, eligibility requirements, and step-by-step ordering instructions. Current contracts page will be changed to include Sourcewell: https://bluewhaleev.com/contract-vehicles/ • Search Engine Optimization (SEO) – Optimized content to ensure government buyers can easily find BWEV's Sourcewell contract through online searches. • Email Marketing Campaigns – Targeted outreach to government agencies, municipalities, and educational institutions, providing contract details, case studies, and funding opportunities. • Social Media Promotion – Active engagement on LinkedIn and YouTube to showcase success stories, product highlights, and contract benefits. • Newsletters & Regular Updates – BWEV distributes quarterly newsletters to Sourcewell Participating Entities, highlighting: <ul style="list-style-type: none"> - New EVSE technologies and funding opportunities - Case studies of successful public sector EVSE projects - Upcoming events, webinars, and training sessions <p>2. Direct Outreach & Customer Engagement</p> <ul style="list-style-type: none"> • Webinars & Virtual Demonstrations – Hosting online sessions for government buyers, fleet managers, and procurement officers to explain the ease of using the Sourcewell contract. • Industry Conferences & Trade Shows – Participation in key public sector and transportation events, including Smart Cities Summits, APTA, NAFA, and county/municipal league conferences. • One-on-One Consultations – Personalized meetings with public agencies to assess their needs and demonstrate how Sourcewell simplifies EVSE procurement. <p>3. Partner & Association Collaborations</p> <ul style="list-style-type: none"> • Government Procurement Networks – Collaborating with Sourcewell representatives to educate public agencies on the contract's advantages. • Utility Partnerships – Working with electric utilities to co-market funding opportunities, rebate programs, and infrastructure support. • EVSE Manufacturer Partnerships – Collaborating with leading EVSE partners to promote the Sourcewell contract: <ul style="list-style-type: none"> - Joint marketing campaigns to highlight available EVSE solutions under Sourcewell pricing. - Co-hosted webinars and events with EVSE partners to educate potential buyers. - Sharing case studies, white papers, and product updates through EVSE partner networks. • SLED & Federal Market Engagement – Targeting State, Local, Education (SLED), and Federal agencies through procurement groups and sustainability initiatives. <p>4. Print & Promotional Materials</p> <ul style="list-style-type: none"> • Contract Overview Brochures – Professionally designed digital and printed materials outlining how to purchase through Sourcewell. • Case Studies & White Papers – Real-world examples of successful public sector EVSE projects completed by BWEV. • Press Releases & Media Coverage – Announcing major public sector deployments and contract availability in industry publications. <p>Why This Marketing Strategy Works?</p> <ul style="list-style-type: none"> • Multi-Channel Approach – Ensuring broad awareness across digital, direct, and event marketing. • Targeted Public Sector Engagement – Focusing on municipalities, schools, and government agencies through tailored outreach. • Education & Simplification – Providing resources to help agencies easily adopt EV infrastructure via Sourcewell's streamlined procurement process. <p>See the attached marketing sample documents in the Marketing Plans and Samples Upload. This includes the BWEV information sheet, industry perspectives, a recent newsletter, photos from government and industry events, and the Whale Care Preventative Maintenance brochure.</p>
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41	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Blue Whale EV (BWEV) leverages advanced digital marketing strategies, data analytics, and automation tools to maximize outreach and engagement with Sourcewell Participating Entities. Our approach ensures targeted messaging, data-driven decision-making, and optimized campaign performance across multiple channels.</p> <p>1. Social Media & Digital Engagement BWEV utilizes social media platforms to engage with public sector agencies, municipalities, and fleet managers, ensuring widespread awareness of the Sourcewell contract.</p> <p>A. LinkedIn and YouTube Campaigns</p> <ul style="list-style-type: none"> • Sharing case studies, project successes, and industry insights to drive engagement. • Promoting upcoming webinars, events, and educational content for public agencies. • Running targeted paid ads for key procurement and sustainability decision-makers. <p>B. AI-Powered Social Media Analytics</p> <ul style="list-style-type: none"> • Tracking engagement trends, keyword performance, and audience behavior to refine content. • Utilizing predictive analytics to identify high-interest topics for public sector entities. <p>2. Metadata & SEO Optimization BWEV employs metadata strategies and search engine optimization (SEO) to enhance online visibility and attract potential Sourcewell customers.</p> <p>A. Website Metadata Optimization</p> <ul style="list-style-type: none"> • Structured meta tags, alt text, and schema markup for better search engine indexing. • Optimizing for EVSE, NEVI, public charging grants, and fleet electrification keywords. <p>B. Data-Driven Content Strategy</p> <ul style="list-style-type: none"> • Creating high-value content (blogs, whitepapers, and guides) focused on government EVSE adoption. • Heatmap analysis to optimize landing pages for better conversion rates. <p>C. Google Analytics & Search Console Insights</p> <ul style="list-style-type: none"> • Tracking user behavior, keyword performance, and site traffic to optimize marketing campaigns. • Adjusting ad spend based on organic vs. paid search performance. <p>3. Marketing Automation & CRM Data Usage BWEV integrates customer relationship management (CRM) tools and marketing automation software to enhance engagement and lead nurturing.</p> <p>A. Automated Email & Drip Campaigns</p> <ul style="list-style-type: none"> • Segmenting government and municipal contacts for personalized messaging. • Sending automated follow-ups and contract usage guides to interested agencies. <p>CRM & Lead Scoring</p> <ul style="list-style-type: none"> • Using AI-driven lead tracking to prioritize engagement with high-potential agencies. • Recording interactions, touchpoints, and follow-up actions for continuous optimization. <p>B. Retargeting & Paid Media</p> <ul style="list-style-type: none"> • Utilizing Google Ads, LinkedIn Ads, and geofencing to reach procurement decision-makers. • Retargeting website visitors with custom EVSE procurement content. <p>4. Data-Driven Decision Making BWEV uses real-time data analytics to measure and refine marketing performance:</p> <ul style="list-style-type: none"> • A/B Testing for Campaign Optimization -- Testing different ad creatives, email subject lines, and landing page designs to increase conversion rates. • Performance Dashboards -- Centralized tracking of campaign ROI, engagement levels, and conversion metrics. • Predictive Analytics - Identifying trending topics and upcoming funding opportunities to align marketing efforts. <p>Why This Approach Works?</p> <ul style="list-style-type: none"> • Targeted Public Sector Engagement – AI-driven insights help us reach the right decision-makers. • Optimized Content & SEO – Ensures government agencies easily find BWEV's Sourcewell contract • Data-Backed Strategy – Analytics-driven marketing ensures continuous improvement & higher engagement. • Scalable & Automated Outreach – Maximizes efficiency while maintaining personalized customer interactions. • BWEV's technology-driven marketing approach ensures maximum awareness, engagement, and adoption of our Sourcewell contract by government agencies.
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42	<p>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>	<p>1. Sourcewell plays a key role in expanding access to EV charging solutions for public sector entities by:</p> <p>A. Providing a Cooperative Purchasing Platform</p> <ul style="list-style-type: none"> • Sourcewell simplifies procurement for government, municipal, and educational entities, reducing the need for lengthy bidding processes. • Ensures compliance with procurement regulations, making it easier for agencies to acquire EVSE solutions. <p>B. Marketing & Outreach Support</p> <ul style="list-style-type: none"> • Sourcewell promotes awarded vendors through its website, newsletters, and direct outreach to thousands of Participating Entities. • Offers co-branded marketing opportunities, educational resources, and procurement training. <p>C. Facilitating Awareness & Procurement Training</p> <ul style="list-style-type: none"> • Hosts webinars, workshops, and industry events to educate agencies on using Sourcewell contracts. • Provides guidance on funding opportunities, compliance, and best practices for procurement. <p>2. How BWEV Will Integrate a Sourcewell-Awarded Agreement into Our Sales Process</p> <p>A. BWEV will fully integrate the Sourcewell contract into our sales strategy to maximize adoption and streamline procurement for public sector agencies.</p> <p>B. Sourcewell as a Central Talking Point</p> <ul style="list-style-type: none"> • Sourcewell will be highlighted in every conversation with both current and prospective public sector clients. • BWEV's sales and customer success teams will position Sourcewell as the go-to procurement solution for government EVSE projects. • Participating Entities will be educated on how Sourcewell simplifies the purchasing process, ensures compliance, and provides cost-effective solutions. <p>C. Dedicated Sourcewell Sales Strategy</p> <ul style="list-style-type: none"> • Training for Sales & Customer Success Teams: BWEV will provide in-depth training to ensure all customer-facing teams understand how Sourcewell benefits public sector clients. • Sourcewell-Specific Sales Materials & Messaging: Development of co-branded sales collateral, procurement guides, and case studies to highlight Sourcewell's advantages. • Targeted Outreach to Public Sector Agencies: Email campaigns, webinars, and direct outreach to Participating Entities, ensuring they understand how to purchase through Sourcewell. • Collaboration with Sourcewell Marketing <ul style="list-style-type: none"> - Co-hosting webinars, case studies, and joint promotions to expand awareness. - Participating in Sourcewell-sponsored industry events to connect with potential buyers. <p>D. Seamless Procurement Integration</p> <ul style="list-style-type: none"> • Simplified Quoting & Ordering Process <ul style="list-style-type: none"> - Sourcewell contract pricing will be embedded in all BWEV quotes and proposals. - Public agencies will be guided through the simple procurement steps under the Sourcewell contract. • Sourcewell Mention in Every Proposal & Presentation: Every proposal, meeting, and presentation will highlight Sourcewell as a procurement option, ensuring government agencies recognize its advantages. • Dedicated Sourcewell Customer Success Support: BWEV will have a designated customer success team to help Participating Entities navigate procurement, funding, and project implementation. <p>Why This Approach Works?</p> <ul style="list-style-type: none"> • Maximizes Contract Adoption – Every public sector conversation reinforces Sourcewell as an easy procurement tool • Streamlines Sales & Procurement – Eliminates administrative hurdles, speeding up project deployment • Leverages Sourcewell's Network – Aligns with Sourcewell's marketing, outreach, and procurement education efforts. • Supports Public Sector Growth – Helps government agencies, cities, and schools quickly implement EV charging infrastructure. <p>BWEV is committed to ensuring Sourcewell is a key part of every conversation with public sector clients, driving awareness and adoption through our comprehensive sales and marketing strategy.</p>
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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.	<p>The services and solutions provided by BWEV are highly diverse and tailored to meet the specific needs of each government, municipal, and educational client. Each opportunity is unique, requiring a customized approach to procurement, installation, and long-term support.</p> <p>To streamline our workflow and improve efficiency, BWEV automates key stages of the procurement and project execution process, ensuring seamless coordination from initial engagement to project completion.</p> <p>1. Automated Process for Procurement & Execution Initial Contact & Needs Assessment</p> <ul style="list-style-type: none">• We capture project details through automated intake forms, scheduling tools, and CRM workflows.• Our team works with the client to analyzes customer requirements, site conditions, and infrastructure needs to recommend the best solution. <p>2. Automated Scheduling & Follow-Ups</p> <ul style="list-style-type: none">• We use digital scheduling systems to coordinate site visits, assessments, and consultations with government and education clients.• Automated email and SMS reminders ensure clients stay informed at every stage. <p>3. Proposal Generation & Quoting System</p> <ul style="list-style-type: none">• BWEV utilizes an automated proposal creation tool that generates customized, Sourcewell-compliant quotes based on contract pricing.• This system ensures faster turnaround times and pricing accuracy. <p>4. Job Execution & Project Management</p> <ul style="list-style-type: none">• Workflows are tracked from order approval to installation, including:<ul style="list-style-type: none">- Permit tracking and approvals- Utility coordination- Material procurement and scheduling• Project managers use real-time dashboards to track progress and communicate updates with clients. <p>5. Ongoing Support & Maintenance</p> <ul style="list-style-type: none">• Automated service tracking for preventative maintenance, extended warranties, and performance monitoring.• Proactive alerts for repairs and updates, ensuring maximum charger uptime	*
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Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *
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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>Blue Whale EV (BWEV) offers comprehensive training programs to ensure Sourcewell Participating Entities have the knowledge and resources to operate and maintain their EV charging infrastructure effectively. Our training programs cover product operation, basic and advanced maintenance, and fleet energy management, providing agencies with the tools to maximize charger uptime and efficiency.</p> <p>As part of our standard training, BWEV provides operator training at no additional cost during installation and commissioning. This training is designed for facility managers, fleet operators, and maintenance personnel and is delivered by BWEV's Customer Success Team or EVSE manufacturer representatives. The session covers essential topics such as charger operation, troubleshooting common issues, safety protocols, and software or network integration. Standard training is available on-site or virtually and ensures that all users are equipped with the knowledge to operate the chargers confidently. Additionally, basic maintenance training is provided to facility and operations staff at no extra cost, offering guidance on routine inspections, cleaning procedures, and early issue detection.</p> <p>For agencies requiring more in-depth technical knowledge, BWEV offers optional advanced training for an additional cost. Advanced maintenance and troubleshooting training is available for in-house electricians and technical staff, covering detailed diagnostics, firmware updates, and charger repair. This training is conducted by BWEV Master Technicians or EVSE Manufacturer Trainers and is available as an on-site session or in-depth virtual workshop. Additionally, fleet and energy management training is available for fleet operators and sustainability managers, focusing on optimizing charging schedules, reducing demand charges, and integrating EVSE with renewable energy or battery storage solutions. This training is available via webinars or in-person workshops and is tailored to the agency's specific fleet size and operational needs.</p> <p>BWEV offers flexible training delivery methods to accommodate different learning preferences. On-site training provides hands-on learning directly at the customer's location and virtual training options including interactive webinars.</p> <p>By providing these training programs, BWEV ensures that Sourcewell Participating Entities are fully prepared to operate and maintain their EV charging infrastructure efficiently. These programs help agencies reduce long-term maintenance costs, optimize fleet electrification strategies, and ensure maximum charger uptime. With a strong focus on education and support, BWEV is committed to making EVSE adoption seamless and sustainable for government and educational customers.</p>
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45	Describe any technological advances that your proposed Solutions offer.	<p>The EVSE partners in our Solutions Offering with, including ChargePoint, EverCharge, Blink, Tesla and Xeal, provide state-of-the-art EV charging solutions that incorporate the latest hardware, software, and energy management innovations to ensure reliability, scalability, and efficiency for Sourcewell Participating Entities. These technological advancements enhance charger performance, network connectivity, grid integration, and user experience, making EV infrastructure adoption seamless for government agencies, municipalities, and educational institutions.</p> <p>BWEV's expertise in designing the right EVSE solution goes beyond the chargers themselves and includes additional load management equipment to ensure efficient energy usage and cost savings. For example, EverCharge offers an independent load management system that optimizes power distribution across multiple chargers without requiring utility upgrades. This technology is not tied to any specific charger brand and has the ability to eliminate demand charges and reduce high utility costs by dynamically managing energy use based on real-time demand. BWEV integrates these advanced load management solutions to help agencies avoid costly infrastructure upgrades while still deploying scalable EV charging infrastructure.</p> <p>One of the key technological advances in our EVSE partners' solutions is the implementation of smart, networked chargers with cloud-based management systems. These chargers enable real-time remote monitoring, diagnostics, and predictive maintenance, reducing downtime and allowing for proactive issue resolution. AI-driven analytics detect anomalies before they cause failures, maximizing uptime and reliability. Additionally, the system provides detailed usage reports, energy consumption insights, and automated billing capabilities, making fleet and public charging management more efficient.</p> <p>ChargePoint and EverCharge are leaders in adaptive load management, a critical feature that allows multiple chargers to operate within existing electrical infrastructure without the need for costly upgrades. Dynamic load balancing technology intelligently distributes power among chargers based on demand and grid capacity, preventing overloads while optimizing energy consumption. EverCharge's SmartPower technology and ChargePoint's Power Management software ensure that charging stations maximize efficiency while minimizing infrastructure costs. Many of these chargers are also future-ready, featuring modular components that support bi-directional charging (V2G - Vehicle-to-Grid) and integration with renewable energy sources.</p> <p>Additionally, our EVSE partners are developing bi-directional charging technology that enables EVs to act as energy storage units, allowing power to be sent back to a facility or the grid when needed. This technology is particularly beneficial for municipal fleets, school districts, and transit agencies, enabling them to use parked EVs as mobile energy assets. By optimizing energy distribution and leveraging stored power during peak hours, agencies can lower electricity costs, enhance grid stability, and improve energy resiliency.</p> <p>Xeal offers a unique charging solution that does not require network connectivity, making it an ideal choice for garages, underground facilities, and areas with weak or unreliable network access. Instead of relying on traditional Wi-Fi or cellular connections, Xeal chargers use a token-based authorization system that allows users to activate and access chargers securely. This innovative approach eliminates the risk of downtime due to network failures while maintaining a secure, decentralized authentication process. Xeal's technology ensures reliable charging in locations where connectivity is a challenge, making it a great solution for municipal parking garages, fleet depots, and other infrastructure-limited environments.</p> <p>To improve user experience and accessibility, ChargePoint and Blink integrate plug-and-charge (ISO 15118) technology, eliminating the need for RFID cards or mobile apps. With plug-and-charge, EV drivers can simply plug in their vehicles, and authentication happens automatically through secure communication protocols, streamlining fleet and public charging operations. Additionally, advanced cybersecurity protections ensure safe and encrypted transactions, meeting industry security standards for public and fleet charging networks.</p> <p>Durability and reliability are also core to these EVSE partners' designs. Chargers feature ruggedized, weather-resistant enclosures that can withstand extreme temperatures and environmental conditions, making them ideal for municipal, transit, and fleet applications. Many chargers also include integrated battery storage options, which help manage peak demand and lower electricity costs for agencies.</p> <p>By integrating these technological innovations, our EVSE partners provide future-proof, intelligent EV charging solutions that enable public sector agencies to optimize efficiency, reduce costs, and meet sustainability goals. BWEV's ability to design comprehensive EV charging solutions, including independent load management technology and non-networked charging solutions like Xeal, ensures that Sourcewell Participating Entities minimize utility costs, maximize charging efficiency, and future-proof their infrastructure.</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>At Blue Whale EV (BWEV), sustainability is a core part of our mission as we work to support the transition to clean transportation. Our EV charging solutions, infrastructure designs, and operational strategies are developed to reduce environmental impact, optimize energy efficiency, and integrate renewable energy sources wherever possible. We actively incorporate green initiatives into our projects and collaborate with partners who adhere to</p>

high environmental standards.

BWEV is committed to energy-efficient EV charging solutions by working with industry-leading EVSE manufacturers that meet ENERGY STAR® and UL 9741 certifications for energy efficiency and safety. Our solutions utilize adaptive load management, allowing for intelligent power distribution and reducing peak energy demand. This prevents grid strain and ensures a more sustainable energy consumption model. Additionally, bi-directional charging (Vehicle-to-Grid and Vehicle-to-Building technologies) allows energy to be stored and redistributed when needed, reducing grid dependency and optimizing renewable energy use. Our chargers are also designed for integration with solar, wind, and battery storage systems, maximizing the use of clean energy and reducing reliance on fossil fuels.

As part of our sustainable infrastructure and construction practices, BWEV prioritizes low-impact site preparation, using trenchless conduit installation and directional boring techniques to minimize environmental disruption. We incorporate recycled and sustainable materials in charger enclosures, conduit, and mounting hardware to support a circular economy. Additionally, our chargers are smart grid-compatible, allowing them to participate in demand response programs, which helps reduce overall reliance on fossil fuel-generated electricity.

In addition to the charging solutions we deploy for clients, BWEV has implemented sustainable workplace initiatives at our corporate office in Hanover, MD. Our headquarters features free EV charging stations for employees and guests, encouraging the adoption of electric vehicles and reducing the company's overall carbon footprint. By providing easy access to charging, we promote green commuting options and showcase the technology we deploy in the field, reinforcing our commitment to sustainability in both operations and product solutions.

BWEV also focuses on reducing energy costs and demand charges for customers by incorporating advanced load management systems. For example, EverCharge's SmartPower technology allows facilities to maximize available electrical capacity without costly grid upgrades. This technology intelligently distributes power among chargers based on demand, eliminating excess demand charges and ensuring cost-effective energy use. This solution, along with OpenADR (Automated Demand Response) certified technology, helps agencies avoid expensive infrastructure upgrades while keeping operational costs low.

For locations with limited or unreliable network access, BWEV integrates Xeal's non-networked charging solution, which eliminates the need for traditional cloud connectivity. This innovative system is ideal for garages, underground parking facilities, and remote locations, ensuring secure, token-based authentication without requiring Wi-Fi or cellular connections. By reducing idle power consumption and unnecessary energy use, this technology further supports BWEV's mission of delivering efficient and reliable EV charging infrastructure.

BWEV actively supports municipalities, transit agencies, and educational institutions in their transition to electric fleets. Our solutions include turnkey fleet electrification planning, carbon emission tracking, and renewable energy integration to help agencies reduce their environmental footprint while maintaining reliable transportation operations. We ensure that our solutions comply with SAE J1772 & J3072 standards for fleet electrification and are aligned with SmartWay Certification (U.S. EPA) and National Electric Vehicle Infrastructure (NEVI) guidelines for energy-efficient public charging.

In line with our commitment to sustainability and waste reduction, BWEV prioritizes recycling and responsible disposal of EVSE equipment. Our approach includes modular, upgradeable chargers that allow for component replacements instead of full-unit disposal, extending the product lifecycle. We work with certified electronic waste recyclers to ensure that end-of-life equipment is properly recycled and minimized in landfill contributions. Our adherence to WEEE (Waste Electrical & Electronic Equipment) Compliance and ISO 14001 Environmental Management Systems ensures that we follow best practices in eco-friendly product disposal and sustainability initiatives.

BWEV also partners with renewable energy providers and supports government green energy incentives to assist agencies in deploying solar-powered and hybrid energy EVSE solutions. By helping customers leverage state and federal tax credits, grants, and rebates, we enable cost-effective investments in sustainable EV charging infrastructure. Our corporate carbon reduction commitments include a goal of achieving net-zero emissions across operations by 2040, and we align with international sustainability standards such as CDP (Carbon Disclosure Project) reporting, The Climate Pledge, and Global Reporting Initiative (GRI) certification.

Through these green initiatives, BWEV is helping to create a more sustainable, energy-efficient EV charging ecosystem. Our future-proof solutions ensure that Sourcewell Participating Entities can optimize energy use, reduce operational costs, and meet their long-term sustainability goals while contributing to a cleaner environment.

47	<p>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>	<p>Blue Whale EV (BWEV) is committed to sustainability, energy efficiency, and responsible resource management in all aspects of our EV charging solutions. Our products and infrastructure designs comply with leading environmental certifications and standards, ensuring long-term sustainability for Sourcewell Participating Entities.</p> <p>Key Certifications & Standards</p> <ul style="list-style-type: none">• Energy Efficiency: ENERGY STAR® (EPA), UL 9741, California Title 24, and OpenADR compliance ensures our chargers operate efficiently while reducing peak demand.• Life-Cycle Sustainability: ISO 14001, WEEE Compliance, and LEED/Green Globes compatibility support recyclable materials, modular upgrades, and eco-friendly construction practices.• Smart Grid & Renewable Integration: UL 1741 SA, ISO 15118, and SAE J3072 enable bi-directional charging (V2G/V2B), load management, and renewable energy compatibility.• Fleet Electrification & Carbon Reduction: SmartWay (EPA), NEVI compliance, and CDP Carbon Reduction Commitments support municipal EV fleets and corporate sustainability goals. <p>Additionally, BWEV's corporate headquarters in Hanover, MD, features free EV charging for employees and guests, promoting green commuting and reducing transportation emissions. Our long-term commitment to net-zero emissions by 2040 aligns with global sustainability reporting initiatives such as CDP and The Climate Pledge.</p> <p>BWEV's certified, future-proof EV charging solutions ensure Sourcewell agencies meet energy efficiency goals while reducing operational costs and environmental impact.</p>
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48	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Blue Whale EV (BWEV) offers industry-leading, turnkey EV charging solutions tailored to the specific needs of government agencies, municipalities, and educational institutions. Our approach is designed to streamline the procurement, installation, and long-term operation of EV charging infrastructure while maximizing cost savings, energy efficiency, and sustainability.</p> <p>1. Full-Service, Turnkey EV Charging Solutions Unlike many providers who focus solely on hardware, BWEV delivers a complete, end-to-end solution that includes site assessments and infrastructure planning, turnkey installation and project management, and ongoing maintenance and support. Our team handles all aspects of utility coordination, permitting, and compliance, ensuring that agencies can deploy EV infrastructure quickly and efficiently while minimizing administrative burden.</p> <p>2. Blue Whale EV (BWEV) is a manufacturer-agnostic provider, offering flexible and tailored EV charging solutions by partnering with industry leaders such as ChargePoint, EverCharge, Blink, and Xeal. This approach ensures that each project benefits from the most suitable technology. Our solutions include adaptive load management, such as EverCharge's SmartPower technology, which optimizes power distribution and reduces costly electrical upgrades. ChargePoint and Blink support ISO 15118 plug-and-charge technology for seamless user experiences, while Xeal's token-based authentication makes it ideal for garages and underground facilities. As innovation continues, we remain committed to integrating new suppliers and cutting-edge technology, ensuring our solutions stay future-ready, scalable, and efficient.</p> <p>3. Cost-Effective Solutions with Smart Energy Management BWEV integrates advanced load management and demand charge reduction strategies to help Sourcewell agencies minimize operational costs. Dynamic load balancing prevents electrical infrastructure overload while optimizing available power. EverCharge's independent load management system eliminates excessive energy costs, reducing long-term expenses. Additionally, BWEV assists agencies in leveraging federal, state, and local funding programs to maximize cost savings and make EV infrastructure more financially viable.</p> <p>4. Compliance with Government & Sustainability Standards BWEV ensures all solutions meet government procurement and environmental sustainability requirements. Our EVSE deployments comply with NEVI standards, ensuring eligibility for national EV infrastructure funding. BWEV also integrates smart grid solutions, utilizing OpenADR and IEEE 2030.5 standards to enable demand response and renewable energy integration.</p> <p>5. Dedicated Customer Success Team for Sourcewell Agencies BWEV provides a dedicated Customer Success Team to support Sourcewell Participating Entities throughout the entire EVSE deployment process. Agencies receive a single point of contact for personalized assistance, from project planning to post-installation support. Our team ensures streamlined procurement through Sourcewell, eliminating the need for lengthy bid processes. BWEV also offers custom training programs, including free operator training, advanced technical workshops, and ongoing education to ensure agencies maximize charger performance and reliability.</p> <p>Why BWEV? BWEV offers a complete, full-service EVSE deployment model, handling everything from site assessments to ongoing maintenance. Our manufacturer-agnostic approach ensures flexibility and scalability, allowing agencies to choose the best technology without vendor lock-in. By incorporating advanced load management and energy optimization strategies, we help agencies reduce infrastructure costs and avoid excessive demand charges. Our solutions meet government sustainability standards, ensuring compliance with NEVI and procurement regulations. With a dedicated Customer Success Team, Sourcewell agencies benefit from seamless procurement, expert guidance, and long-term support.</p> <p>BWEV's expertise, innovative technology, and commitment to customer success make us the ideal EVSE partner for Sourcewell Participating Entities.</p>
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49	Describe all end-user payment methods offered for charging, as applicable.	<p>End-User Payment Methods for Charging Blue Whale EV (BWEV) offers a variety of end-user payment methods to ensure accessibility, ease of use, and flexibility for government agencies, municipalities, educational institutions, and the general public. These payment options vary depending on the EVSE manufacturer and network but are designed to accommodate different user preferences and operational needs.</p> <p>1. Plug-and-Charge (ISO 15118) – Automatic Authentication One of the most seamless payment options is Plug-and-Charge (ISO 15118), which allows EV drivers to simply plug in their vehicles and begin charging without the need for additional authentication. This technology, available on ChargePoint and Blink chargers, automatically verifies and bills the user based on a registered account, making it ideal for government fleets and public charging networks where a frictionless experience is essential.</p> <p>2. Mobile App Payments For drivers who prefer mobile-based transactions, BWEV-supported chargers from ChargePoint, Blink, and EverCharge offer mobile app payments that allow users to start, monitor, and pay for charging sessions directly from their smartphones. These apps provide additional features such as real-time charger availability, session tracking, and account management, with payments processed via major credit and debit cards (Visa, MasterCard, American Express, Discover) and digital wallets such as Apple Pay, Google Pay, PayPal, and Venmo, depending on the network provider.</p> <p>3. RFID Cards & Key Fobs For workplace charging, fleet operators, and controlled-access charging environments, BWEV provides RFID card and key fob authentication, allowing authorized users to start a session without the need for a mobile device or manual payment entry. This method is particularly useful for municipal and corporate fleets, as well as employee charging programs where preloaded funds or linked accounts enable automatic billing.</p> <p>4. Contactless & EMV Chip Credit/Debit Card Terminals To support public-access charging stations, BWEV also offers contactless payment options via EMV chip readers and tap-to-pay terminals. These stations allow drivers to pay instantly using contactless credit and debit cards or NFC-based mobile payment systems, making it convenient for tourists, visitors, and occasional EV drivers who do not have an app or membership. Municipal parking facilities, shopping centers, and transit hubs benefit from this frictionless payment method by providing an easy, accessible charging experience.</p> <p>5. Prepaid & Subscription-Based Payment Plans For organizations looking to manage long-term charging access, BWEV works with government agencies and businesses to implement subscription-based and prepaid charging plans. These include workplace and employee charging plans with fixed monthly subscriptions, government fleet charging accounts that allocate prepaid funds for official vehicle use, and discounted memberships offering reduced charging rates for frequent users.</p> <p>6. Token-Based Payment System (Xeal) BWEV also supports Xeal's unique token-based payment system, which is ideal for locations with limited network connectivity, such as underground parking garages and remote facilities. Instead of requiring a continuous internet connection, Xeal's system allows users to generate a secure digital token via Bluetooth on their smartphone, enabling charging sessions without reliance on Wi-Fi or cellular data. This solution ensures reliable access in environments where traditional app-based or contactless payments may not be practical.</p> <p>7. Utility Integration & Fleet Payment Solutions For large-scale fleet electrification projects, BWEV offers direct integration with utility billing systems and custom fleet payment solutions. These integrations allow fleet operators to track energy usage per vehicle, assign costs accurately, and automate invoicing across multiple charging locations. Additionally, agencies can leverage energy management systems for optimized billing and demand response strategies, ensuring cost-effective operations.</p> <p>Conclusion By providing a comprehensive range of payment options—including Plug-and-Charge automation, mobile app payments, contactless credit card transactions, RFID authentication, token-based offline solutions, and fleet-specific billing integrations—BWEV ensures that Sourcewell Participating Entities have the flexibility to implement an EV charging solution that best meets their operational needs. Our goal is to create a seamless, accessible, and user-friendly charging experience for all end users.</p>
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50	Identify the data collected when your equipment, products, and services are accessed by an end-user.	<p>Blue Whale EV (BWEV) and its EVSE partners collect specific data when end-users access charging equipment, products, and services. This data ensures efficient charger operation, optimizes energy use, improves user experience, and provides necessary reporting for fleet management and public agencies. The type of data collected varies depending on the EVSE manufacturer, network provider, and specific use case but generally falls into the following categories.</p> <p>1. User Authentication & Access Data When a user initiates a charging session, various forms of authentication data may be collected, depending on the payment method used. This includes user identification through mobile apps, RFID cards, key fobs, or Plug-and-Charge (ISO 15118) technology. For Xeal chargers, a token-based authentication system allows offline access. If a payment method is involved, the system verifies credit or debit card details, fleet account credentials, or digital wallets. This authentication ensures secure access and proper billing while maintaining strict privacy and security measures.</p> <p>2. Charging Session Data Each charging session generates detailed data, including session start and end times, charging duration, and energy consumption in kilowatt-hours (kWh). The system records the power output (kW delivered) and, if applicable, the total session cost. This data allows for billing, user tracking, and reporting, helping fleet managers and public agencies monitor station utilization and optimize energy expenses.</p> <p>3. Vehicle & Charger Communication Data Certain advanced chargers, such as those utilizing Plug-and-Charge (ISO 15118) or bi-directional Vehicle-to-Grid (V2G) technology, collect vehicle-related data to enhance charging efficiency. This may include the Vehicle Identification Number (VIN) for fleet authentication, the battery's state of charge (SOC) at the beginning and end of the session, estimated charge time required, and any adjustments based on real-time load management. This data helps optimize energy delivery, prevent overloading, and enhance overall grid stability.</p> <p>4. Location & Utilization Data For site owners and fleet operators, location and charger utilization data provide insights into infrastructure performance. This includes charger availability status (in use, available, or offline), GPS-based site tracking, and usage trends. Public agencies and fleet managers use this data to monitor peak demand, ensure balanced distribution of charging stations, and determine when additional infrastructure investments are needed.</p> <p>5. Energy Management & Load Balancing Data For chargers integrated with dynamic load management systems, real-time energy distribution and grid demand data are collected. This includes total power draw, allocation of energy across multiple chargers, and participation in demand response programs. Load balancing ensures that power is distributed efficiently without exceeding electrical capacity, reducing peak demand charges and avoiding costly utility upgrades.</p> <p>6. Maintenance & Diagnostic Data To ensure charger reliability and uptime, our partners systems collect diagnostic data, including firmware versions, error logs, and technical fault reports. Remote monitoring tools allow operators to reset stations, push software updates, and schedule preventive maintenance. By tracking performance trends and troubleshooting issues remotely, BWEV minimizes downtime and maximizes station efficiency.</p> <p>7. Data Privacy & Security Considerations BWEV and our EVSE partners follow strict data privacy policies and adheres to industry security standards such as GDPR, ISO 27001, and PCI-DSS for payment processing. All data is encrypted and securely stored, with access restricted to authorized personnel. Personal identifying information (PII) is never shared with third parties without user consent, and all collected data is used exclusively for service optimization, energy management, and operational improvements.</p> <p>Conclusion The data collected from end-users of BWEV's equipment and services plays a vital role in optimizing charging operations, ensuring seamless transactions, and improving reliability. By prioritizing security, transparency, and regulatory compliance, BWEV ensures that all collected data is managed responsibly and used to enhance the user experience while supporting the expansion of sustainable transportation infrastructure.</p>
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51	Describe applicable data security measures and identify any services performed outside the US or Canada, as applicable.	<p>Our EVSE partners prioritize security, privacy, and compliance to protect end-user data, prevent unauthorized access, and ensure regulatory compliance across various applications, including municipal, fleet, and public-use charging stations.</p> <p>Many of our EVSE partners, including ChargePoint, Blink, EverCharge, and Xeal, implement end-to-end encryption (AES-256) and secure TLS 1.2+ communication protocols to protect data both in transit and at rest. Role-based access control (RBAC) restricts sensitive data access to authorized users, and multi-factor authentication (MFA) is standard for networked charging platforms. For sites requiring the highest level of security, such as federal installations, select partners comply with FedRAMP (Federal Risk and Authorization Management Program) requirements, ensuring that cloud-based EVSE management meets stringent government cybersecurity standards.</p> <p>For transactions and financial security, our partners adhere to PCI-DSS (Payment Card Industry Data Security Standard), ensuring that payment processing through mobile apps, RFID authentication, and contactless payments is encrypted and secured against fraud. Additionally, SOC 2 Type II and ISO 27001 certifications confirm that our partners' data centers and cloud infrastructure meet industry best practices for security and operational resilience.</p> <p>To ensure network reliability and real-time protection, our EVSE partners deploy intrusion detection systems (IDS), next-generation firewalls, and periodic vulnerability assessments to identify and mitigate security risks. Firmware updates and patches are digitally signed and delivered remotely, ensuring that chargers are protected from cyber threats while maintaining compliance with regulatory standards.</p> <p>International Service Considerations Our EVSE partners primarily host and process data within the United States and Canada, ensuring compliance with North American cybersecurity regulations, including FedRAMP, CCPA, and GDPR (for applicable multinational organizations). If a Sourcewell Participating Entity requires data residency in a specific jurisdiction, our partners work with cloud providers that offer localized hosting solutions to meet compliance needs.</p> <p>While all customer support, network operations, and security monitoring are handled within North America, certain hardware components and firmware development may involve international supply chain partners. However, our partners ensure that all sensitive data handling, remote access management, and software deployment occur within secure, U.S.- or Canada-based facilities to comply with government and enterprise security standards.</p> <p>Conclusion BWEV and our EVSE partners implement industry-leading security protocols, compliance frameworks, and data protection measures to ensure the safety of user data across all charging platforms. Whether deployed in municipal, fleet, or federal applications, our solutions meet FedRAMP, PCI-DSS, SOC 2, and ISO 27001 security standards, ensuring a secure, compliant, and future-proof EV charging experience for Sourcewell Participating Entities. With data hosting and processing restricted to the U.S. and Canada, our partners guarantee high security, privacy, and regulatory adherence, making them the ideal choice for government, enterprise, and high-security installations.</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>Blue Whale EV (BWEV) is committed to ensuring the long-term reliability, performance, and serviceability of EV charging infrastructure. Through our Whale Care Preventative Maintenance Program and the EVStar Warranty Program, we provide Sourcewell Participating Entities with comprehensive service, performance guarantees, and extended coverage across all EVSE manufacturers. Our approach eliminates the complexity of dealing with multiple manufacturers by offering a centralized service model, ensuring a single point of accountability for maintenance, repairs, and warranties.</p> <p>1. Whale Care Preventative Maintenance Program BWEV's Whale Care Preventative Maintenance Program is designed to maximize uptime, prevent failures, and extend the lifespan of charging equipment. As the single point of contact for maintenance, we handle all charger servicing, reducing the burden on site owners while ensuring fast and proactive service. Our preventative maintenance includes regular inspections and servicing, where certified technicians conduct scheduled site visits to inspect electrical connections, cooling systems, and other critical components. We utilize remote monitoring and predictive maintenance powered by cloud-based analytics to detect potential failures before they occur, allowing for rapid troubleshooting and minimal downtime.</p> <p>2. Hardware Warranties & Extended Coverage – EVStar Warranty Program BWEV's EVStar Warranty Program, backed by AIG, provides independent extended coverage for any EVSE manufacturer's equipment. Unlike traditional manufacturer-specific warranties, EVStar is a flexible, long-term protection plan that applies to any Level 2 or DC fast charger, regardless of brand. This ensures Sourcewell Participating Entities receive uninterrupted coverage, even if they transition to different EVSE manufacturers over time.</p> <p>The EVStar Warranty Program provides extended warranty options of up to 5 years, covering parts, labor, and software updates, ensuring long-term support beyond standard manufacturer limitations. Because it is backed by AIG, a global insurance leader, agencies can trust that</p>	

financial backing and service reliability remain consistent throughout the warranty period. This program also includes comprehensive service plans with preventative maintenance, rapid repairs, and replacement coverage, ensuring chargers remain operational with minimal downtime.

By offering a manufacturer-independent extended warranty, EVStar eliminates the risk of coverage gaps and provides Sourcewell agencies with complete peace of mind. Whether using ChargePoint, Blink, EverCharge, Xeal, or other manufacturers, EVStar ensures long-term protection for any charging infrastructure investment.

3.Manufacturer Maintenance & Support Programs
In addition to BWEV's Whale Care and EVStar programs, our EVSE partners—including ChargePoint, Blink, EverCharge, and Xeal—offer manufacturer-backed maintenance and service packages. These programs typically include extended manufacturer warranties ranging from 3 to 5 years for hardware defects and 98%+ uptime guarantees backed by service-level agreements (SLAs). Many partners also offer AI-driven diagnostics and self-healing charger networks to minimize downtime, as well as modular charger designs with field-replaceable components to lower maintenance costs.

Although manufacturers provide these programs, BWEV serves as the primary service provider for many of the manufacturers, ensuring seamless coordination between Sourcewell agencies and EVSE partners. This eliminates the hassle of managing multiple vendor relationships, as BWEV acts as the single point of contact for all maintenance and service needs.

4. Performance Warranties & Operational Uptime Commitments
BWEV, in collaboration with our EVSE partners, ensures high operational uptime, extended warranties, and flexible service plans to protect long-term infrastructure investments. Most charging equipment is backed by 98%+ operational uptime guarantees, with rapid technician dispatch and remote monitoring for proactive issue resolution. Agencies can also take advantage of extended service plans lasting up to 5 years, covering not only hardware but also software updates and cybersecurity patches to keep systems secure and operational. Our partners also guarantee energy delivery compliance with NEVI and OpenADR demand response standards, ensuring chargers meet government efficiency regulations.

5. End-of-Life Management & Sustainability Stewardship
BWEV supports long-term sustainability through responsible charger end-of-life management and recycling initiatives. Our WEEE-compliant recycling programs ensure that decommissioned chargers are disposed of responsibly, preventing unnecessary waste. Many of our partners design upgradeable and future-proof charging stations, allowing for modular power upgrades rather than full equipment replacements, reducing long-term costs. Our energy-efficient load balancing strategies help agencies reduce peak demand charges, making charging infrastructure more cost-effective over time.

Conclusion
With BWEV's Whale Care Preventative Maintenance Program and EVStar Warranty Program, Sourcewell agencies benefit from a single, trusted provider managing all aspects of charger maintenance, uptime, and performance guarantees. By serving as the single point of accountability, BWEV simplifies the long-term management of EV infrastructure, ensuring reliability, cost efficiency, and sustainability. The EVStar Warranty Program, backed by AIG, provides unmatched extended coverage that applies to any EVSE manufacturer's equipment, giving Sourcewell Participating Entities confidence that their EV charging investments remain fully protected for years to come.

More information about Whale Care and EVStar are included in the Additional Documents Upload.

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	Blue Whale EV (BWEV) is a Small Business Enterprise (SBE) dedicated to delivering EV charging infrastructure solutions while actively partnering with Women and Minority Business Enterprises (WMBE), Veteran-Owned Businesses, and other Small Business Entities (SBE). By working with a diverse range of businesses, BWEV ensures equitable economic participation and high-quality service delivery for Sourcewell Participating Entities.	*
54		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A. BWEV will collaborate with qualified organizations to meet procurement socio-economic goals, ensuring compliance and fostering inclusive business participation.	*
55		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A. BWEV will collaborate with qualified organizations to meet procurement socio-economic goals, ensuring compliance and fostering inclusive business participation.	*
56		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A. BWEV will collaborate with qualified organizations to meet procurement socio-economic goals, ensuring compliance and fostering inclusive business participation.	*
57		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A. BWEV will collaborate with qualified organizations to meet procurement socio-economic goals, ensuring compliance and fostering inclusive business participation.	*
58		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Blue Whale EV (BWEV) is classified as a Small Business Enterprise (SBE) under the U.S. Small Business Administration (SBA) NAICS codes related to EV charging infrastructure, electrical contracting, and energy services. As an SBE, BWEV plays a vital role in supporting the deployment, installation, and maintenance of EV charging stations for government agencies, municipalities, and commercial partners.	*
59		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A. BWEV will collaborate with qualified organizations to meet procurement socio-economic goals, ensuring compliance and fostering inclusive business participation.	*
60		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A. BWEV will collaborate with qualified organizations to meet procurement socio-economic goals, ensuring compliance and fostering inclusive business participation.	*

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 *
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61	Describe your payment terms and accepted payment methods.	<p>Payment Terms</p> <p>BWEV offers flexible payment terms to accommodate the needs of Sourcewell Participating Entities. Standard terms are Net 30 depending on contract agreements and project scope. For larger infrastructure deployments, milestone-based payments may be structured, with payments tied to key project phases such as design approval, equipment delivery, installation, and final commissioning.</p> <p>For long-term service agreements, including maintenance, warranties, and software subscriptions, BWEV provides annual or multi-year payment plans, allowing agencies to budget effectively for ongoing support. Financing options and leasing programs may also be available upon request.</p> <p>Accepted Payment Methods</p> <p>BWEV accepts a variety of payment methods to ensure a seamless transaction process:</p> <ul style="list-style-type: none">• Electronic Funds Transfer (EFT) / ACH Payments – Preferred for secure and efficient processing.• Wire Transfers – Available for larger project payments.• Credit Cards (Visa, MasterCard, American Express, Discover) – Accepted for smaller transactions, recurring service fees, and select purchases.• Purchase Orders (POs) & Invoicing – Standard for government agencies, municipalities, and corporate accounts.• Financing & Leasing Options – Available for qualifying projects through financial partners. <p>BWEV works closely with Sourcewell Participating Entities to align payment structures with procurement policies and budgetary requirements, ensuring a smooth and transparent transaction process.</p>
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62	Describe any leasing or financing options available for use by educational or governmental entities.	<p>BWEV collaborates with trusted financial institutions and strategic partners to provide flexible leasing and financing solutions for educational institutions, municipalities, and government agencies looking to deploy EV charging infrastructure. Our goal is to offer cost-effective options that align with budget cycles and procurement policies, reducing the financial barriers to electrification. However, not all projects may qualify, as eligibility depends on factors such as project size, funding availability, and credit approval through our financial partners.</p> <p>1. Leasing Options BWEV works with leasing partners to offer operational and capital leasing programs that allow agencies to install EVSE infrastructure with minimal upfront costs.</p> <ul style="list-style-type: none"> • Operating Lease (Pay-As-You-Go Model) – This option enables agencies to use EV charging equipment without ownership responsibilities, providing a predictable cost structure. At the end of the lease term, the organization can renew, upgrade, or return the equipment. • Capital Lease (Ownership at End of Term) – Designed for agencies that plan to own the equipment after the lease period, this structure spreads costs over multiple years while allowing the agency to retain full ownership upon completion of payments. Leasing agreements may include maintenance and warranty services, ensuring long-term reliability while maintaining budget predictability. <p>2. Financing Programs Through our financial institution partners, BWEV offers customized financing options for qualified projects. These options help agencies spread the cost of EV infrastructure over time, making deployment more accessible. Available financing options include:</p> <ul style="list-style-type: none"> • Deferred Payment Plans – Structured to align with fiscal budget cycles, allowing agencies to begin installation while deferring payments to match funding availability. • Low-Interest Financing – Through our financial partners (e.g. Green Banks), BWEV works to secure competitive interest rates for qualified projects. • Public-Private Partnership (P3) Financing – For large-scale projects, we facilitate cost-sharing models between public agencies and private entities, reducing financial strain. • Grant & Incentive Integration – BWEV assists agencies in leveraging state, federal, and utility incentives to offset costs, reducing the need for financing. <p>3. Eligibility Considerations While BWEV and our financial partners strive to provide the best possible financing solutions, not all projects may qualify for leasing or financing programs. Eligibility depends on:</p> <ul style="list-style-type: none"> • Project size and scope • Available funding sources • Agency financial standing and credit approval • Grant or incentive eligibility <p>We work closely with each entity to evaluate the best financing approach and determine the most feasible path forward.</p> <p>Conclusion BWEV, in partnership with leading financial institutions and funding sources, offers a variety of leasing and financing solutions to help government agencies and educational institutions deploy EV charging infrastructure in a cost-effective and scalable manner. While not all projects may qualify, we are committed to working with each entity to explore the best available options, ensuring a strategic and financially viable approach to electrification.</p>
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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.	<p>BWEV provides a comprehensive set of standard proposal forms and agreements, included in the attachments, to streamline the procurement process for Sourcewell Participating Entities. These documents cover order agreements, terms and conditions, service level agreements (SLAs), warranties, financing, and project closeout procedures, ensuring transparency and compliance.</p> <p>While we have structured agreements in place, BWEV remains agile and adaptable, working within each Participating Entity's procurement processes, documentation requirements, and contract structures. Whether integrating with custom purchase orders, entity-specific SLAs, or alternative financing options, we ensure a seamless, efficient, and compliant procurement experience.</p> <p>We have included a number of our standard forms and templates in the Additional Documents upload.</p>	*
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?	Yes, BWEV accepts P-card procurement and payment. There is no additional cost to Sourcewell Participating Entities for using this payment method.	*
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>Blue Whale EV (BWEV) offers a line-item and product-category discount model, ensuring Sourcewell Participating Entities receive competitive, transparent, and flexible pricing on EV charging solutions. Discounts apply to individual products, bundled purchases, and large-scale deployments, with custom pricing available for high-volume projects.</p> <p>Our pricing structure includes a wide range of industry-leading EVSE manufacturers, including ChargePoint, Blink, Ford Pro, EverCharge, Xeal, Tesla, and EVSTAR. Exclusive Sourcewell discounts are available on hardware, installation services, maintenance plans, and extended warranties, providing cost-effective solutions tailored to each entity's needs.</p> <p>Beyond equipment pricing, labor rates for installation, maintenance, and service work are structured based on industry standards and regional cost factors, ensuring fair and competitive pricing. Additionally, materials for installation and infrastructure upgrades are sourced through our extensive supplier network, allowing us to offer high-quality solutions at the best available pricing without compromising reliability.</p> <p>A detailed pricing sheet, including standard list prices, Sourcewell-discounted rates, labor rates, and SKUs, is available in the document section. BWEV remains flexible and committed to working with each entity's procurement needs, ensuring the delivery of cost-effective, scalable, and future-ready EV infrastructure solutions.</p>	*
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 pricing proposal submitted by BWEV includes exclusive discounts for Sourcewell Participating Entities, offering significant savings compared to standard market rates. Our discounts are structured as follows:</p> <ul style="list-style-type: none"> • EV Charging Equipment (ChargePoint, Blink, Ford Pro, EverCharge, Xeal, Tesla) – Discounts range from 3% to 30% off MSRP, depending on the manufacturer and product category. • Installation & Labor Rates – Competitive, pre-negotiated labor rates offer a 10% to 15% reduction compared to standard commercial rates. • Extended Warranties & Service Agreements – Discounts of 5% to 30% on extended warranty programs, including the EVStar Warranty Program (backed by AIG). • Software & Network Services – Subscription-based services are discounted by 5% to 10%, depending on contract length and selected features. • Materials & Infrastructure Components – Materials used for installation and infrastructure upgrades will be priced at best available rates from our supplier network, ensuring cost efficiency and competitive pricing. <p>A detailed pricing sheet, including specific discount percentages by category and SKU, has been uploaded in the document section. Custom pricing for large-scale deployments or multi-site projects may be available based on volume and scope.</p>	*

67	Describe any quantity or volume discounts or rebate programs that you offer.	<p>BWEV offers quantity-based discounts and volume pricing for Sourcewell Participating Entities, with discount structures that vary by manufacturer and product category. These discounts are designed to provide cost savings for bulk purchases, large-scale deployments, and fleet electrification projects.</p> <p>1. Quantity & Volume Discounts</p> <ul style="list-style-type: none"> • EV Charging Equipment (ChargePoint, Blink, Ford Pro, EverCharge, Xeal, Tesla) – Discounts range from 5% to 30%, depending on the manufacturer, product type, and quantity ordered. Bulk purchases of 5 or more units often qualify for additional savings, with higher discounts for 10+ unit orders. • Installation & Labor Services – Volume discounts apply to projects involving multiple charger installations at a single site or across multiple locations. Discounts typically range from 10% to 15% for large-scale infrastructure rollouts. • Software & Network Services – Multi-year software and network service contracts may qualify for 5% to 15% discounts, with additional savings for multi-site management agreements. • Extended Warranties & Maintenance Plans – Discounts of 10% to 20% apply to extended coverage plans when bundled with multiple units or included as part of a fleet electrification project. <p>2. Custom Volume Pricing & Project-Based Discounts</p> <p>For large-scale projects, multi-site installations, and fleet electrification initiatives, BWEV offers custom pricing models based on project scope and expected usage. Sourcewell Participating Entities are encouraged to work with BWEV for tailored volume pricing, maximizing cost efficiency while ensuring optimal deployment strategies.</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.	<p>BWEV offers a flexible and transparent approach for non-contracted or open market items, ensuring Sourcewell Participating Entities receive competitive pricing and efficient procurement. Pricing is structured in three ways: at cost plus a fixed percentage (5-15%), quoted per request, or bundled with contracted items for volume discounts.</p> <p>We source from a broad supplier network, providing transparent availability and lead times. Entities can request pricing, receive a quote, approve procurement, and finalize delivery through a streamlined process. This ensures cost-effective and seamless access to additional EV infrastructure solutions beyond standard contract offerings.</p>	*
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.	<p>While BWEV provides transparent and competitive pricing, certain site-specific and service-related costs are not included in the base pricing and may vary by project. These may include site preparation, utility upgrades, electrical upgrades, permitting, advanced installation services, extended warranties, preventative maintenance, software/network fees, and specialized training.</p> <p>Additional costs may be imposed by EVSE manufacturers (ChargePoint, Blink, Ford Pro, EverCharge, Xeal, Tesla), utility providers, local jurisdictions, and BWEV installation partners. Freight, expedited shipping, and storage fees for delayed installations may also apply.</p> <p>BWEV ensures clear, detailed quotes for any additional costs, working closely with Sourcewell Participating Entities to customize solutions and identify cost-saving opportunities where possible.</p>	*
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.	<p>BWEV offers flexible and transparent shipping options, including standard ground shipping, freight (LTL/FTL), expedited delivery, and white glove services. Shipping costs vary based on order size, weight, location, and special handling needs.</p> <p>Typical costs include standard shipping fees, freight charges for large orders, special handling fees (e.g., lift-gate service), and potential storage costs if installation is delayed. Delivery timelines range from 2-6 weeks for Level 2 chargers and 6-12 weeks for DC Fast Chargers, with tracking and logistics coordination provided.</p> <p>Standard shipping fees are included where applicable, but custom orders, expedited requests, and specialized deliveries may incur additional costs. BWEV ensures insured shipments and coordinated delivery to align with project timelines for seamless deployment.</p>	*

71	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>BWEV provides specialized shipping solutions for Sourcewell Participating Entities in Alaska, Hawaii, Canada, and offshore locations, with costs and lead times varying based on location and order size.</p> <ul style="list-style-type: none"> • Alaska & Hawaii – Shipments use ocean freight or air cargo, with 6-12 week delivery times. Freight surcharges and state-specific regulations apply. • Canada – Orders require customs clearance, import duties, and GST/HST. Delivery takes 4-8 weeks, with cross-border logistics support. • Offshore Locations – Typically shipped via containerized ocean freight, with 8-16 week delivery times, full insurance, and compliance with local import regulations. <p>BWEV ensures transparent pricing, insured shipments, and logistics coordination to facilitate smooth EV infrastructure deployment in these regions.</p>	*
72	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>BWEV offers flexible and efficient distribution options to streamline EVSE deployment for Sourcewell Participating Entities.</p> <ul style="list-style-type: none"> • Direct-to-Site Delivery – Ensures equipment arrives when needed, minimizing storage costs. • Regional Warehousing & Staging – Allows for phased delivery and just-in-time deployment. • White Glove Delivery – Includes unpacking, on-site setup, and debris removal. • Expedited Shipping – Offers air freight and priority ground transport for urgent projects. • Manufacturer Drop-Ship – Reduces lead times by shipping directly from ChargePoint, Blink, Ford Pro, EverCharge, Xeal, and Tesla. • Offshore & Remote Logistics – Supports shipments to Alaska, Hawaii, Canada, and offshore locations with ocean freight and customs coordination. <p>BWEV's customized logistics solutions ensure reliable, cost-effective, and timely delivery based on each project's unique needs.</p>	*

73	<p>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>	<p>BWEV has a structured self-audit process to ensure full compliance with our agreement with Sourcewell, particularly in verifying that Sourcewell Participating Entities receive the correct pricing, contract terms, and service commitments. Our approach includes periodic audits, compliance reviews, and proactive issue resolution to maintain accuracy and transparency.</p> <p>1. Contract Pricing Verification & Compliance Audits BWEV conducts quarterly internal audits to verify that all invoices, quotes, and purchase agreements reflect the proper Sourcewell-discounted pricing. These audits help identify discrepancies and ensure that every Sourcewell Participating Entity benefits from the correct pricing structure.</p> <p>To further enhance accuracy, BWEV performs randomized order spot checks, where a percentage of all transactions are manually reviewed by our finance and compliance teams. These audits help prevent pricing errors and ensure contract compliance.</p> <p>2. Sourcewell Contract Compliance Reviews BWEV has a compliance team responsible for monitoring and enforcing the terms of our Sourcewell agreement. This team ensures that all contract obligations are met, including discount applications, service commitments, and reporting requirements. We also maintain regular documentation and internal reporting to track pricing adjustments, rebates, and contract compliance, ensuring transparency and accountability.</p> <p>3. Customer Invoice & Pricing Verification To provide complete transparency, every quote and invoice issued to a Sourcewell Participating Entity includes a detailed line-item breakdown of products, services, and applied discounts. Before finalizing a sale, BWEV provides customers with a pricing confirmation document, allowing them to verify that all contract discounts have been correctly applied. This step ensures that Sourcewell customers have full visibility into their purchasing costs and prevents pricing discrepancies.</p> <p>4. Issue Resolution & Corrective Actions If an audit or customer inquiry identifies a pricing discrepancy, BWEV proactively issues a corrected invoice or credit to the affected Sourcewell Participating Entity. We also have a customer inquiry support system, allowing agencies to request a pricing audit at any time. Our finance team will provide a detailed compliance verification report upon request, ensuring complete transparency in our pricing structure.</p> <p>5. Ongoing Training & Compliance Updates To maintain high standards of compliance, BWEV provides ongoing training to our sales, finance, and procurement teams. This training ensures that all staff members understand the Sourcewell contract terms, discount structures, and reporting requirements. Additionally, BWEV conducts an annual compliance review to assess any necessary updates or improvements to our processes, ensuring continued alignment with Sourcewell agreements.</p> <p>Conclusion BWEV's self-audit program ensures that all pricing, invoicing, and contract commitments align with Sourcewell's expectations. Through quarterly audits, compliance reviews, and proactive issue resolution, we guarantee accurate and transparent pricing for all Sourcewell Participating Entities. Our dedicated compliance team and customer verification processes ensure that agencies receive fair and consistent pricing, reinforcing BWEV's commitment to accountability and service excellence.</p>
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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>If awarded an agreement, BWEV will track key performance metrics to ensure the successful implementation and impact of the Sourcewell contract. These metrics will focus on contract utilization, customer satisfaction, operational efficiency, and financial performance to drive continuous improvement and maximize value for Sourcewell Participating Entities.</p> <ol style="list-style-type: none"> 1. Contract Utilization & Engagement <ul style="list-style-type: none"> • Number of Sourcewell Participating Entities Served – Tracks how many agencies, municipalities, and educational institutions utilize the agreement. • Total Number of Projects & Installations – Measures adoption and deployment of EVSE solutions through Sourcewell. • Growth in Contract Sales – Evaluates year-over-year contract sales growth and volume. 2. Customer Satisfaction & Service Performance <ul style="list-style-type: none"> • Customer Satisfaction Scores (CSAT) – Collects feedback from Sourcewell users on installation, service, and overall experience. • Response & Resolution Times – Measures how quickly BWEV responds to service requests and resolves issues. • Percentage of Repeat Customers – Tracks how many agencies return for additional projects, indicating satisfaction and trust. 3. Operational & Supply Chain Efficiency <ul style="list-style-type: none"> • Average Project Lead Time – Monitors the time from order placement to installation completion. • On-Time Delivery Rate – Ensures that EVSE products and services are delivered on schedule. • Inventory & Supply Chain Performance – Tracks product availability and order fulfillment rates to prevent delays. 4. Financial & Pricing Performance <ul style="list-style-type: none"> • Revenue Generated Through the Sourcewell Contract – Evaluates financial impact and contract effectiveness. • Discount Compliance Rate – Ensures all Sourcewell orders receive correct pricing and discounts. • Cost Savings for Sourcewell Participating Entities – Tracks savings achieved through Sourcewell's pre-negotiated pricing structure. <p>Conclusion By monitoring these key metrics, BWEV will assess the effectiveness, growth, and impact of the Sourcewell agreement. These insights will help us continuously improve service delivery, optimize pricing and efficiency, and ensure maximum value for Sourcewell Participating Entities.</p>	*
75	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an 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>BWEV proposes an Administration Fee of 2% payable to Sourcewell on all completed transactions made by Participating Entities utilizing this agreement. This fee is in consideration of the support, contract management, and services provided by Sourcewell and will be calculated based on the total transaction value within each defined Reporting Period as outlined in the Master Agreement.</p> <p>The 2% fee structure ensures that Sourcewell continues to provide contract oversight, marketing support, and administrative resources to facilitate a successful partnership between BWEV and Sourcewell Participating Entities. BWEV is committed to full transparency and compliance in reporting and remitting this fee as required under the agreement.</p>	*

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.	BWEV is committed to offering standardized, competitive pricing for all Sourcewell Participating Entities, ensuring cost-effective solutions without compromising quality or service.	*

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>BWEV provides a full suite of EV charging solutions designed to support the diverse needs of Sourcewell Participating Entities. Our offerings include hardware, software, installation, maintenance, financing, and extended warranty programs, ensuring a seamless, turnkey experience for fleet electrification, public infrastructure, and workplace charging. With a one-stop approach, our goal is to provide customized, efficient, and cost-effective solutions that align with each customer's unique requirements.</p> <p>1. EV Charging Hardware BWEV offers a wide range of Level 2 and DC Fast Charging (DCFC) stations from industry-leading manufacturers, including ChargePoint, Blink, Ford Pro, EverCharge, Xeal, and Tesla.</p> <ul style="list-style-type: none"> • Level 2 Chargers (L2) – Ideal for fleet, workplace, and public parking applications, available in networked and non-networked configurations with flexible mounting options. • DC Fast Chargers (DCFC) – High-power charging solutions ranging from 50kW to 350kW, designed for highway corridors, transit agencies, and fleet operations. • Xeal's Network-Free Authentication – Secure charging for garages and underground facilities that eliminates the need for cellular or Wi-Fi connectivity. <p>2. Smart Charging Software & Network Services BWEV provides cloud-based software solutions for real-time monitoring, user access control, and energy management.</p> <ul style="list-style-type: none"> • Charge Management Platforms – Solutions like ChargePoint and Blink network services for charger operation, user authentication, and remote diagnostics. • Load Balancing & Energy Optimization – Smart algorithms that reduce peak demand charges and maximize available power, such as EverCharge's independent load management system. • Plug & Charge (ISO 15118) – Seamless authentication and payment systems supported by ChargePoint and Blink. <p>3. Installation & Infrastructure Services BWEV delivers turnkey installation services, managing projects from site assessment to commissioning.</p> <ul style="list-style-type: none"> • Site Assessments & Engineering Design – Feasibility studies, power load calculations, and infrastructure planning. • Electrical Upgrades & Utility Coordination – Ensuring sites have the necessary power capacity and managing transformer upgrades if required. • Trenching, Conduit Installation & Concrete Work – Full-scale site preparation to ensure long-term durability. <p>4. Preventative Maintenance & Extended Warranties BWEV provides long-term service support through Whale Care Preventative Maintenance and the EVStar Warranty Program (backed by AIG).</p> <ul style="list-style-type: none"> • Whale Care Preventative Maintenance – Proactive inspections, remote monitoring, and priority repairs to ensure 98%+ charger uptime. • EVStar Extended Warranty – Manufacturer-independent coverage for any EVSE, extending warranty terms up to 5 years. • 24/7 Remote Monitoring & Rapid Response – Troubleshooting issues before they impact operations. <p>5. Financing & Leasing Options BWEV partners with financial institutions to provide flexible leasing and financing options for educational institutions and government agencies.</p> <ul style="list-style-type: none"> • Operating & Capital Leases – Scalable solutions with end-of-term buyout options. • Deferred Payment & Public-Private Partnerships (P3) – Funding strategies to reduce upfront capital investment. • Grant & Incentive Support – Assistance in applying for federal, state, and utility funding programs to offset costs. <p>6. No Used or Refurbished Solutions BWEV is committed to providing only new, high-quality EV charging solutions to ensure reliability, compliance, and the latest technological advancements. We do not offer used or refurbished charging equipment as part of our Sourcewell agreement, maintaining our focus on delivering industry-leading, future-proof infrastructure.</p> <p>Conclusion BWEV's comprehensive EV charging solutions provide Sourcewell Participating Entities with scalable, cost-effective, and future-proof infrastructure. From hardware and software to installation, maintenance, and financing, BWEV ensures a seamless transition to electrification with industry-leading reliability and support.</p>

		<p>We have included EVSE charger specification sheets for many of our offered solutions in the Additional Documents Upload section. These documents provide detailed technical information on the various charging solutions available. As we collaborate with the Participating Entities, we will guide them through the solution design process, ensuring they select the most suitable EVSE infrastructure to meet their specific needs, operational requirements, and long-term sustainability goals. Our expertise allows us to tailor recommendations that optimize performance, scalability, and cost-effectiveness.</p>	
78	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>BWEV's comprehensive EV charging solutions fall into the following subcategories:</p> <ol style="list-style-type: none">1. EV Charging Hardware – Level 2 chargers, DC fast chargers (DCFC), and adaptive load management systems.2. Charging Network & Software Solutions – Cloud-based monitoring, plug & charge (ISO 15118), smart energy management, and load balancing systems.3. Installation & Site Infrastructure Services – Site assessments, electrical upgrades, trenching, conduit installation, and transformer coordination.4. Preventative Maintenance & Extended Warranties – Whale Care Preventative Maintenance Program and EVStar Extended Warranty (backed by AIG) for long-term equipment reliability.5. Financing & Leasing Options – Operating and capital leases, public-private partnership (P3) financing, and grant/incentive support.6. Turnkey Project Management – End-to-end support, including permitting, compliance, and coordination with utilities and regulatory agencies. <p>These subcategories ensure that Sourcewell Participating Entities can access tailored, scalable solutions for their EV infrastructure needs.</p>	*

79	<p>Demonstrate your experience and capabilities installing and supporting Level 3 DC Fast Chargers</p>	<p>BWEV has extensive experience in the installation, integration, and support of Level 3 DC Fast Chargers (DCFC) for government agencies, municipalities, fleet operators, and public infrastructure projects. Our expertise spans site assessments, utility coordination, installation, commissioning, and long-term maintenance, ensuring high-performance, scalable, and reliable EV fast-charging solutions.</p> <p>1. Exclusive Service Provider for Blink in the Mid-Atlantic BWEV is the sole service provider for Blink Level 2 and DC Fast Chargers (DCFC) in the Mid-Atlantic region. This exclusive role allows us to offer comprehensive installation, maintenance, and repair services for Blink's networked and non-networked charging solutions, ensuring that Sourcewell Participating Entities receive priority support, rapid response times, and expert service for Blink EVSE products.</p> <p>2. Proven Experience with Leading DCFC Manufacturers BWEV has successfully deployed and serviced DCFC stations from top manufacturers, including ChargePoint, Blink, Ford Pro, EverCharge. Additionally, we have serviced and supported equipment outside our immediate product offering, including chargers from ABM, Proterra, Blink, and ChargePoint, demonstrating our ability to work with diverse charging platforms and technologies.</p> <p>3. Comprehensive DCFC Installation Services BWEV provides turnkey installation services covering all aspects of DC fast charger deployment:</p> <ul style="list-style-type: none"> • Site Assessments & Power Load Analysis – Evaluating grid capacity, infrastructure readiness, and optimal charger placement. • Utility Coordination & Transformer Upgrades – Working with utilities to ensure sufficient power availability and grid integration. • Electrical & Civil Construction – Includes trenching, conduit installation, panel upgrades, and concrete foundation work. • Networking & Integration – Configuring chargers with cloud-based platforms for remote monitoring, billing, and demand response. • Commissioning & Testing – Ensuring compliance with safety regulations, ADA accessibility, and NEVI standards before activation. <p>4. Long-Term Support & Maintenance for DCFC BWEV provides comprehensive maintenance and extended support programs to maximize DCFC uptime and reliability:</p> <ul style="list-style-type: none"> • Whale Care Preventative Maintenance Program – Scheduled inspections, firmware updates, and real-time diagnostics to prevent downtime. • EVStar Extended Warranty (Backed by AIG) – Manufacturer-independent coverage for parts, labor, and software updates for up to 5 years. • 24/7 Remote Monitoring & On-Site Repairs – Rapid response for charger malfunctions, power failures, and network issues. • Load Management & Demand Charge Mitigation – Integrating adaptive load balancing solutions like EverCharge to optimize energy use and reduce costs. <p>5. DCFC Experience BWEV experience with DC fast charging infrastructure for multiple projects, including completed projects:</p> <ul style="list-style-type: none"> • Pohanka Auto Group • Koons Ford of Annapolis • City of Baltimore DGS • Four locations for Norris Automotive • University of Maryland ABM DCFC <p>Currently underway:</p> <ul style="list-style-type: none"> • Maryland Environmental Services Installation of DCFC stations along with Level-2 stations to provide charging to 50 spaces at the headquarters building. • Greenbelt MD – Partnering with local agencies to install DCFC units with future-proofed electrical infrastructure. • District of Columbia Office of State Superintendent of Education -- Installation of DCFC school bus fleet chargers • Service & Support for ABM, Proterra, Blink, and ChargePoint – Providing maintenance, troubleshooting, and performance optimization for diverse charging equipment outside of BWEV's primary product offerings. <p>Conclusion BWEV is a trusted leader in deploying, maintaining, and servicing Level 3 DC Fast Chargers, including both our direct product offerings and third-party equipment from ABM, Proterra, and Borg-Warner. As the exclusive service provider for Blink Level 2 and DC Fast Chargers in the Mid-Atlantic region, BWEV ensures expert installation, rapid service response, and long-term charger reliability for Sourcewell Participating Entities. Our turnkey solutions, preventative maintenance, extended warranties, and support services make us the ideal partner for DC fast charging infrastructure.</p>
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80	<p>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>	<p>BWEV provides advanced EV charging solutions that support charger-to-charger, charging network-to-network, and charging network-to-grid communication. These capabilities ensure seamless interoperability, optimized energy management, and real-time data exchange, enhancing the efficiency and scalability of EV infrastructure for Sourcewell Participating Entities.</p> <p>1. Charger-to-Charger Network Communication Our proposed Level 2 and DC Fast Chargers (DCFC) from leading manufacturers, including ChargePoint, Blink, Ford Pro, EverCharge, Tesla, and Xeal, support direct charger-to-charger communication for optimized load distribution and power management.</p> <ul style="list-style-type: none"> • Adaptive Load Balancing – Chargers communicate dynamically to distribute available power efficiently across multiple units, preventing grid overload and reducing peak demand charges. • OCPP (Open Charge Point Protocol) Compliance – Enables chargers to exchange real-time status, energy consumption, and diagnostic data for enhanced system monitoring and remote troubleshooting. • Plug & Charge (ISO 15118) – Allows vehicles to authenticate automatically and communicate with chargers for seamless billing and session management without requiring RFID cards or apps. <p>2. Charging Network-to-Charging Network Communication BWEV's proposed solutions facilitate cross-network communication, allowing different charging operators and platforms to interact, enhancing EV driver accessibility and network reliability.</p> <ul style="list-style-type: none"> • Roaming Agreements & Interoperability – Our supported networks, including ChargePoint and Blink, integrate with other major charging networks, ensuring EV drivers can seamlessly access chargers without needing multiple accounts. • Open API & Cloud Connectivity – Enables third-party integration for fleet management, energy tracking, and payment processing, allowing seamless coordination between different charging networks. • Xeal's Offline Authentication for Connectivity-Limited Environments – Xeal chargers utilize a token-based offline communication system, making them ideal for garages, underground facilities, and locations with unreliable connectivity. <p>3. Charging Network-to-Grid Communication BWEV's proposed solutions integrate intelligent grid communication, allowing chargers to interact with the electrical grid in real time, optimizing energy usage and enhancing grid stability.</p> <ul style="list-style-type: none"> • Demand Response & Peak Shaving – Chargers can adjust power consumption dynamically based on grid signals, energy pricing, and demand response programs, reducing operational costs. • EverCharge's Adaptive Load Management – Independently manages power distribution without requiring major utility upgrades, reducing strain on local transformers and lowering infrastructure costs. • Utility API Integration – Chargers can communicate with utility demand response programs, enabling real-time energy forecasting, load shedding, and automated grid balancing. <p>Conclusion BWEV's proposed charging equipment and network solutions enable charger-to-charger, charging network-to-network, and charging network-to-grid communication, ensuring seamless operation, intelligent load management, and energy efficiency. These capabilities support interoperability, grid resiliency, and cost-effective energy distribution, making BWEV the ideal partner for scalable, future-proof EV infrastructure solutions.</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	
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	<input checked="" type="radio"/> Yes <input type="radio"/> No	BWEV offers a comprehensive solutions portfolio in this area.	*
82		Services related to the offering of electric vehicle charging hardware, including maintenance, repair, parts, supplies, and training	<input checked="" type="radio"/> Yes <input type="radio"/> No	BWEV offers a comprehensive solutions portfolio in this area,	*
83		Site assessment, site preparation and materials, and installation services related to electric vehicle charging hardware	<input checked="" type="radio"/> Yes <input type="radio"/> No	BWEV offers a comprehensive solutions portfolio in this area,	*
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	BWEV offers a comprehensive solutions portfolio in this area,	*
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	BWEV offers a comprehensive solutions portfolio in this area,	*

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		*

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 91. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- [Pricing](#) - Sourcewell Blue Whale EV Price sheet Submission.xlsx - Monday February 17, 2025 12:07:39
- [Financial Strength and Stability](#) - 2. Financial Strength and Stability.zip - Tuesday February 18, 2025 06:17:35
- [Marketing Plan/Samples](#) - 3. Marketing Plans & Samples.zip - Tuesday February 18, 2025 06:28:53
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - 5. Standard Transaction Documents Samples.zip - Tuesday February 18, 2025 06:39:08
- [Upload Additional Document](#) - 6. Additional Documents.zip - Tuesday February 18, 2025 07:22:11
- Requested Exceptions (optional)

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. - David Castille, Director, Public Sector, Blue Whale EV, LLC

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