

MASTER AGREEMENT # 021825 CATEGORY: Electric Vehicle Supply Equipment with Related Services SUPPLIER: Livingston Energy Group, LLC dba Lynkwell

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 Livingston Energy Group, LLC dba Lynkwell, 2345 Maxon Road Extension, Schenectady, NY 12308 (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

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- 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 Sourcewell 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 Sourcewell 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 Sourcewell 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.
- DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal ii) program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.
- iii) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to

the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

- award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- v) CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.
- vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
- vii) BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

- viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- xi) ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.
- xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.
- xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

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

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

 Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) Sales Reporting Required. Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

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

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

- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) Grant of License.

- a) **During the term of this Agreement:**
 - i) Supplier Promotion. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
- b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) Use; Quality Control.

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
- d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
 - a) Commercial General Liability Insurance. Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this

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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.

Sourcewell

Signed by:

Jeremy Schwartz

COFD2A139D06489...

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 9/16/2025 | 2:59 PM CDT

Livingston Energy Group, LLC dba Lynkwell

Schuyler Poukish
3FDAF3878C884E6...

Schuyler Poukish

Title: CEO

Date: ____9/16/2025 | 2:02 PM CDT

v052824

RFP 021825 - Electric Vehicle Supply Equipment with Related Services

Vendor Details

Company Name: Livingston Energy Group, LLC

2345 Maxon Rd Ext Ste. 1

Schenectady, New York 12308

Contact: Shawn Allen

 Email:
 sallen@lynkwell.com

 Phone:
 518-332-2853

 Fax:
 844-623-1001

HST#:

Address:

Submission Details

Created On: Tuesday December 31, 2024 07:15:36
Submitted On: Tuesday February 18, 2025 14:20:40

Submitted By: Shawn Allen

Email: sallen@lynkwell.com

Transaction #: 7bdd3ca2-c19a-4d88-bdf7-48ba5a2a8461

Submitter's IP Address: 147.243.124.214

Bid Number: RFP 021825

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.	Livingston Energy Group, LLC d/b/a Lynkwell
	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).	Lynkwell *
	Provide your CAGE code or Unique Entity Identifier (SAM):	8QLN7 *
5	Provide your NAICS code applicable to Solutions proposed.	335999
6	Proposer Physical Address:	2345 Maxon Road Extension, Schenectady, NY 12308
7	Proposer website address (or addresses):	https://lynkwell.com/ *
	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):	Schuyler Poukish *
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Shawn Allen, Contract Manager, 2345 Maxon Road Extension, Schenectady, NY 12308, sallen@lynkwell.com, 518-332-2853
	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Will DeRuve, VP of North American Sales, 2345 Maxon Road Extension, Schenectady, NY 12308, wderuve@lynkwell.com, 518-691-3679

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.	About Lynkwell: Lynkwell (originally Livingston Energy Group) is a leading energy infrastructure development company focused on connecting renewable generation, battery storage, utilities, and microgrids with next-generation fueling technologies via its Lynkwell X-Change™ platform. Ranked as one of the fastest-growing private companies in the United States for the last three years, Lynkwell's leadership is bolstered by its top-10 nationwide cloud-based EV charging software platform which hosts dozens of EV charging networks and manages more than 10,000 assets. With a curated catalog of more than 500 products from leading global manufacturers plus its own XLynk™ charger, Lynkwell's unique combination of full deployment solutions and energy integrations gives all clean energy stakeholders the power to thrive. From 2021 to 2024, Lynkwell's network has experienced extraordinary growth, with total energy usage surging from 49 MWh (megawatt hour) in 2021 to 3.6 GWh (Gigawatt hours)

Bid Number: RFP 021825 Vendor Name: Livingston Energy Group, LLC

in 2024, a remarkable 7145% increase in energy usage. This growth has directly contributed to a proportional rise in carbon offsets, reinforcing our commitment to sustainability and emissions reduction as we support the widespread adoption of electric vehicles. Since 2016, the company has been instrumental in supporting our government, fleet, education, and nonprofits in establishing private and public charging solutions and supporting infrastructure to empower America's growing clean energy revolution. (Please see our Why Lynkwell brochure)

Mission-Vision-Values:

Our Mission is to focus our collective power to anticipate, aggregate, and activate evolutionary energy solutions that benefit us all.

Our Vision is the democratization of energy to empower all people to thrive.

Our Values are to use power for good!

- -To accelerate progress, everyone must get their hands dirty
- -Have the courage to get in your own driver's seat
- -Use your power today to do something you will be proud of tomorrow
- -We are our greatest resource, use your energy wisely
- -There is no owner's manual for bold action
- -We are as resilient as the network we build

Company History:

Lynkwell has successfully installed and connected more than 10,000 charging stations, both operational and in development, across its ViaLynk™ network. Our solutions serve a wide range of sectors, including but not limited to workplaces, multifamily housing, retail, and government.

With numerous cooperative contract awards including Sourcewell, utility partnerships, and approvals through incentive programs, Lynkwell's products and services are accessible to customers and industry partners throughout North America. We offer a comprehensive suite of services alongside a catalog of over 500 products, featuring an extensive selection of Level 2 and Level 3 (DC fast charging) equipment, as well as customizable software solutions.

Since 2016, we have partnered with a variety of organizations, including utilities, federal and state agencies, counties and municipalities, and commercial properties, to develop private, public, and fleet charging infrastructure, addressing the growing needs of the electric vehicle market.

Beyond our established EV charging solutions, Lynkwell remains at the forefront of hardware and software innovation, continually enhancing both owner and user experiences to drive the future of e-mobility.

Industry Context/Role:

Lynkwell is a comprehensive solutions provider in the electric vehicle supply equipment (EVSE) market, offering end-to-end charging infrastructure services. We manufacture our own Level 2 chargers in New York, offer Buy America compliant equipment, and have a dedicated in-house team of EVITP-certified construction

professionals. Our U.S.-based 30-person software development team specializes in creating custom charge management systems (CMS) tailored to our clients' needs. For enterprise-level customers as well as our state and municipal clients, we also provide dedicated funding support, helping to secure utility and state level incentives to maximize project value.

With several statewide contracts, Sourcewell agreements, and a GSA BPA in place, Lynkwell serves both private and publicly operated fleets across North America. Our expertise spans a wide range of project sizes and scopes, from smaller-scale Level 2 installations to large-scale DC fast charging hubs, including advanced microgrid systems. As we continue to expand, we remain focused on developing innovative products and solutions that meet the evolving demands of the EV market.

Team Capabilities:

Lynkwell is the only company in the entire industry that offers market-spanning solutions under one name and within one unified platform providing our clients complete coverage for every aspect of electrified infrastructure:

-Develop: Lynkwell starts with a strong foundation. Expert guidance on funding, site design, charging needs, and driver experience outlines clear goals for each project. Turn those goals into reality with Lynkwell's proprietary, scalable, and flexible testing environment that ensures solutions perform in real-world environments. Access to federal, state, and municipal incentives, plus pre-approved products on leading programs, maximize the value for the investor.

- Deploy: The Lynkwell team manages permitting applications and takes accountability for your project, acting as the general contractor for your project. We select and procure curated equipment, enabling partners to utilize our contracts efficiently. From innovative onsite engineering to streamlined installation of state-of-the-art EV charging equipment, we ensure the expert execution of your project.

-Operate: Lynkwell operates on-site and remote monitoring, station management and comprehensive warranty coverage. With 24/7 US-based site host and driver support combined with our comprehensive suite of charge management solutions, we provide critical visibility and control to projects of any size. Post-installation, our technical response capabilities ensure any issues are swiftly resolved, maintaining the highest levels of service and reliability.

-Optimize: Optimizing your EV network enables long-term success. This includes over-the-air (OTA) updates and energy management solutions such as time-of-use pricing and dynamic load controls. Our software provides detailed reporting and data visibility, backed by industry leading network, software, and hardware uptimes and enhanced user experience (UX). We offer network-level control for charge point operators (CPOs) and white-label solutions for a customized branded approach. (See White-Labeling Brochure)

-Integrate: Integration includes utility coordination, commissioning, configuration and provisioning. We then coordinate with utility providers for necessary power, complete onboard firmware settings for all equipment, and load relevant information into the backend CMS, finalizing the setup to ensure smooth operations. Pre-emptive network and equipment testing ensures compatibility.

Lynkwell is further differentiated with the only fully U.S.-based and collocated team, headquartered in New York, and bringing together specialized expertise in inventory management, customer support, installation, software development, project

management, and site monitoring to deliver seamless and integrated EV charging solutions.

Fulfillment Team (Inventory and Stock Management)

Manage inventories, stocks, and logistics of chargers and related spare parts supporting a catalog of over 500 products to ensure optimal availability and swift maintenance or replacement.

Handling the pre-configuration, system provisioning, equipment branding and whitelabeling, and the staging of equipment prior to customer shipment.

Supporting the Return Merchandise Authorizations (RMA's) for equipment replacements, and coordinating the support of original equipment manufacturer warranties, or the Lynkwell Insure warranties backed by a grade A insurance company. (Please see our Lynkwell Ensure Brochure)

Customer Experience Team (Customer and Technical Support)

With years of experience support EV site hosts and drivers, and led by a former NASA systems engineer, and a manager of global product support for airport security devices, medical equipment, and semiconductor fabrication facilities, our team brings decades of quality training to our industry.

Provides 24/7 driver phone support and site host issue handling for technical support, with a focus on maintaining a 95 percent immediate response and resolution rate for all calls.

Offering three levels (T1/T2/T3) of remote technical assistance including support engineers, and additional on-site field support available in the United States and Canada.

Deployment Team (Installation)

Both internal and external team members ensure a comprehensive nationwide network of installers is available for our clients to provide timely Engineering, Procurement, and Construction (EPC) coverage and service.

Team members are motivated to ensure 100 percent completion of installations, proactively resolving any hardware issues that may arise during or immediately after the installation process and ensuring all critical quality criteria are met.

Software Development Team

Comprises 30 software engineers specializing in the creation and management of our industry-leading ecosystem including our charge management systems (CMS), site manager portal, network manager portal, mobile driver applications,

Oversee the development and operation of ViaLynk (our in-house network), and our family of white-labeled and managed networks, ensuring seamless performance and operations with ongoing improvements and updates. (See White-Labeling Brochure)

Consulting and Project Management Team

Dedicated to providing expert project management and site planning services from initial site assessment through installation.

Conducts thorough site evaluations considering power capacity and access, infrastructure upgrade needs, construction methods, potential site disruptions, path of travel, lighting, parking space dimensions, customer accessibility, and ADA compliance among other things.

Designs efficient and cost-effective layouts for all charging projects, tailoring plans to site capabilities and client needs

Offers training—on-site, virtual, or recorded—to support ongoing operation and maintenance

Hardware Design & Engineering

Lynkwell's in-house hardware design and engineering team includes embedded, electrical, and mechanical engineers, leveraging years of real-world deployment experience to develop industry-leading Level 2 charging solutions, including our flagship XLynk™ charger. Our team is 100% U.S.-based, operating from our manufacturing facility in Schenectady, NY, where we design, refine, and produce cutting-edge EV charging technology (Please see our USA Impact Brochure). The XLynk™ embodies our commitment to reliability, performance, and user-centric innovation, featuring EZ-Swap Faceplate™ technology for rapid maintenance and customization. By combining innovative engineering with direct deployment insights, Lynkwell ensures that our hardware meets the highest standards of durability, efficiency, and long-term scalability.

Lynkwell rigorously tests every piece of hardware that we offer at our innovation center in New York, ensuring it meets the highest standards of quality and performance. Our comprehensive quality assurance process aligns with UL, Energy Star, and industry best practices, guaranteeing that every charger is fully operational, reliable, and installation-ready before reaching our clients. By upholding these strict testing protocols, we ensure that Sourcewell members receive EV charging solutions that deliver seamless performance, durability, and long-term efficiency for end users.

Site Management and Monitoring

Features a U.S.-based team ready to assist with site design, utility connections, and equipment selection

Maintains a 24/7 U.S.-based support line with qualified technicians available for site deployment

Provides a customizable management dashboard for real-time control, monitoring, and updating of advanced settings, meeting government reporting standards

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15	What is your Canadian market share for the Solutions that you are proposing?	Lynkwell is as differentiated in the Canadian market as it is in the U.S. Our public presence in the Canadian market, while smaller than in the United States, primarily focuses on private fleet electrification for some of the largest companies in Canada. This strategic approach underscores our ability to deliver tailored solutions for high-impact clients and positions us as a reliable partner in advancing fleet electrification initiatives across North America.	٠
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.	Lynkwell has no current or completed bankruptcy proceedings.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a	Lynkwell operates as a manufacturer, reseller, distributor, EPC, and network service provider, delivering a comprehensive suite of EV charging solutions designed both inhouse and from industry leading developers and equipment manufacturers to address diverse customer requirements with precision and expertise. We have built an ecosystem of integrated energy-related technologies and services that brings high quality solutions to our clients while giving technology and service providers the spark to grow. As a manufacturer, we proudly produce the XLynk Level 2 charger at our advanced facility in Rotterdam, New York. This product, assembled by our team in Rotterdam, embodies our unwavering commitment to quality, reliability, and innovation, while supporting U.S. manufacturing and local economic growth.	
	manufacturer or service provider, 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?	In our role as a reseller and distributor, Lynkwell leverages robust partnerships with industry-leading manufacturers. We go beyond equipment procurement by collaborating closely with our partners to qualify and customize EV charging solutions to meet the unique specifications of our customers, ensuring every deployment is tailored for optimal performance and long-term value. As an EPC, we provide design, engineering, procurement, and construction services with both our in-house team and our network of qualified installation professionals. These services further include site assessment and infrastructure design, equipment selection, incentive and funding application management, permitting and approvals, both civil and electrical construction, equipment installation, as well as configuration and activation.	
		As a service provider, Lynkwell offers an extensive suite of advanced services through our ViaLynk network, empowering customers to do the following and more:	4
		Access real-time status and utilization data for EV charging stations and related assets	
		Optimize network performance and maximize infrastructure ROI	
		Manage charging configurations and enable dynamic pricing tools	
		Process payments efficiently and securely	
		Enroll in demand response programs and mitigate exposure to demand charges	
		Leverage renewables and battery systems to optimize energy use	
		Participate in industry-leading feature pilots with our development team and partners	
		Lynkwell offers customized training and consultation services designed to address the unique requirements of each customer. Additionally, we provide installation services through a rigorously vetted network of subcontractors, ensuring the highest standards of quality, safety, and regulatory compliance.	
		This comprehensive, integrated approach—combined with our distinctive capability to manufacture domestically—solidifies Lynkwell's position as a trusted partner in advancing EV infrastructure and supporting the rapid expansion of the electrification market.	

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.

8	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.	Lynkwell's installation team is highly trained and nationally certified, ensuring that every EV charging deployment meets the highest industry standards for safety, performance, and compliance. Our team includes Electric Vehicle Infrastructure Training Program (EVITP) certified staff, along with a wide range of state and local licenses, enabling Lynkwell to execute installations in all 50 states and US territories. These qualifications, combined with our deep knowledge and experience in turnkey infrastructure deployments, makes Lynkwell a trusted partner for projects of any scale.
		Lynkwell and its subcontractors hold all necessary licenses and certifications required to execute EV charging infrastructure projects across the United States and Canada.
		As a trusted partner in electrification programs and initiatives, Lynkwell coordinates with, is a pre-approved provider or trade partner, has registered products with, or maintains ongoing partnerships with utilities across the continent. These relationships position us as a reliable and strategic partner for the continuation of accelerated deployment of EV charging infrastructure through the Sourcewell contract.
		Lynkwell's dedicated project management team consistently secures necessary permits and ensures full compliance with licensing and approval requirements for both Lynkwell and our customers. This rigorous oversight guarantees the seamless execution of projects that adhere to all local, state, and national regulations. Our national network of licensed electricians and certified professionals (including personnel with EVITP certification on staff) is meticulously vetted to meet and exceed industry standards, ensuring that all installation and construction work is performed to the highest level of quality and compliance with jurisdictional mandates across the United States and Canada.
		In addition to licensing, the products and services offered by Lynkwell comply with the following comprehensive certifications and standards:
		UL Certification and Recognition: Ensures the highest standards of safety and reliability, confirming that products have been rigorously tested for quality and performance.
		CA/CSA Certification: Demonstrates full compliance with Canadian regulatory requirements, ensuring that products meet the safety and performance standards set by the Canadian Standards Association.
		EnergyStar Certification: Applies to select equipment, verifying superior energy efficiency and supporting environmentally responsible operation.
		NEC 625 Compliant: Ensures adherence to the National Electrical Code (NEC) for Electric Vehicle Supply Equipment (EVSE) installations, maintaining the highest safety standards for electrical systems.
		OCPP Compliance: Guarantees compatibility with the Open Charge Point Protocol (OCPP), supporting interoperability and open access for seamless integration across various EVSE networks.
		Open ADR Compliance: Certification enables participation in demand response programs, allowing equipment to actively manage energy consumption and contribute to grid stability during peak periods.
		Membership in Open ADR Alliance and Open Charge Alliance: Reflects leadership in industry innovation, demonstrating alignment with the latest standards for open, interoperable and flexible charging solutions.
		This thorough approach underscores Lynkwell's commitment to safety, compliance, and quality across all products and services, ensuring we consistently meet the diverse needs of Sourcewell members while upholding the highest industry standards.
)	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past	Lynkwell has not been listed by any state or federal authorities as debarred or suspended in the last seven years.

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Lynkwell is widely recognized as a leader in the EV charging industry for our commitment to innovation, quality, and service excellence. Throughout the past five years, we have garnered numerous prestigious awards and accolades that highlight our pivotal role in advancing electrification infrastructure and driving sustainable transportation initiatives.
		State and Regional Contracts: (not a complete list)
		New Jersey State Contract Award: Selected by the New Jersey Division of Purchase and Property to supply EV charging solutions to state agencies, municipalities, counties, school districts, emergency services departments, and educational institutions.
		New York Office of General Services Contract: As one of only four contractors awarded and the sole New York-based company, Lynkwell offers EV charging equipment, software, and monitoring services through a streamlined procurement process for public entities statewide. Furthermore, this contract is a Sourcewell Piggyback.
		National and Regional Growth Awards:
		2024-2022 Inc. 5000 Fastest-Growing Private Companies: Recognized for the third consecutive year, underscoring Lynkwell's rapid expansion and impact on the EV industry.
		2024 Albany Business Review Awards: Named one of the fastest-growing companies, a top tech company, and one of the best places to work in the Albany area.
		Industry-Specific Recognitions:
		2024 Plug In America EV Awareness Award: Celebrating efforts to promote EV adoption.
		2024 Orange and Rockland E-Mobility Public Charging Hub Trailblazer Award: Recognized for leadership in expanding public charging access.
		2024 New York State Hospitality and Tourism Association Partner of the Year: Honored for contributions to the hospitality industry through innovative EV charging solutions, enhancing guest experiences, and supporting environmental stewardship.
		2024 New York Power Authority Recognition: Highlighting Lynkwell's role in advancing state-wide electrification initiatives.
		Corporate Excellence and Advocacy:
		2023 American Business Awards: Company of the Year and Energy Innovation of the Year.
		2023 New York League of Conservation Voters: Recognized for clean energy advocacy.
		Times Union and Albany Business Review Best Places to Work: Celebrating our inclusive and forward-thinking workplace culture.
21	What percentage of your sales are to the governmental sector in the past three years?	45%
22	What percentage of your sales are to the education sector in the past three years?	45%

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?	Lynkwell is an active participant in several state and cooperative purchasing agreements, which allow us to streamline the procurement of EV charging solutions for public-sector clients. Below is a list of the agreements we currently hold with Sourcewell being the preeminent:	
		Sourcewell Cooperative Purchasing Agreement	
		New York OGS State Contract (Sourcewell Piggyback)	
		New Jersey State Contract	
		New Mexico State Contract	
		North Carolina State Contract	
		TexasBuy Board	
		Utah State Contract (Sourcewell Piggyback)	*
		Purchasing Cooperative of America	
		Florida Buys	
		The Interlocal Purchasing System (TIPS)	
		Electric Vehicle Group Purchasing Organization (EVGPO)	
		Lynkwell takes pride in the success achieved through these agreements, which have resulted in the deployment of Level 2 and DCFC chargers across the country. However, we do not disclose financial details related to customer transactions or annual sales volumes, as such information is confidential. However, our proven track record of delivering high-quality solutions and services through these cooperative purchasing agreements underscores our capability and steadfast commitment to supporting public-sector electrification initiatives.	
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?	We have held a GSA contract between 2022 to 2024, through which we completed approximately \$2 Million worth in transactions. In 2025 we are choosing no longer to carry a GSA contract due to unnecessary contract duplicity and complexity and instead are planning on directing federal procurement through Sourcewell as opportunities develop and as applicable.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Ulster County	Europa McGovern, Director, Ulster County Department of the Environment	(845) 802-7978	*
Town of Halifax	Cody Haddad, Town Administrator	(781) 294-1316	*
City of Schenectady	Gary McCarthy, Mayor	(518) 382-5065	*

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

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

|--|

6	Salas force	At Lyphwell, our calculations is nurseed built to deliver expertional convice and connect
6	Sales force.	At Lynkwell, our sales force is purpose-built to deliver exceptional service and support across the United States and Canada. Focused on EV charging solutions, our team combines the reach of a nationwide network with the precision of local expertise, ensuring we effectively meet the unique needs of Sourcewell members and partners.
		From managing inquiries to coordinating virtual presentations, we ensure every lead generated through our marketing efforts is addressed promptly and effectively. By working closely with Sourcewell members, we guide them through every step of the decision-making process with clarity and confidence.
		Our inside opportunity development team is managed by leaders with years of solutioning in EV infrastructure as well as fleet management and renewable energy generation experience. The team collaborates closely with Lynkwell's in-house, U.Sbased, software developers and hardware engineers to deliver comprehensive pre-sale guidance and technical depth. We're able to provide both remote and on-site feasibility assessments to determine design requirements, recommend optimal equipment and needed power capacity, and provide technical education, equipping Sourcewell members with the knowledge they need to make informed decisions about their electrification projects.
		We further leverage our network of signature service partners opening additional indirect channels of reselling and distribution across the country. In conjunction to our internally directed marketing initiatives, we offer co-marketing programs to these partners to uncover additional market expansion opportunities through collaboration (See the Co-Marketing brochure provided). This program, including the allocation of a co-marketing fund (CMF), could be offered in conjunction with other Sourcewell vendo to enhance cross-sale opportunities.
		After deployment, Lynkwell's Account Managers continue to support Sourcewell members to maximize the value of their EV charging infrastructure. From ongoing training and performance optimization or technical assistance, to identifying opportunities for upgrading or equipment replacement - we ensure our customers achieve lasting operational efficiency and satisfaction.
		Our scalable resources and streamlined processes empower us to support projects of all sizes—whether it's a single municipal installation or large multi-site deployments across jurisdictions. Lynkwell's marketing team also plays a vital role, collaborating without sales force to educate Sourcewell members (and potential members) through webinars, outreach campaigns, and targeted communications, highlighting the full range of solutions we offer and the streamlined process Sourcewell presents.
		Through strong relationships built on trust and collaboration, Lynkwell's sales team consistently delivers customized EV charging solutions tailored to the diverse needs of the Sourcewell market segment. Our dedication to Sourcewell's mission is reflected in our proactive engagement, technical expertise, and unwavering commitment to delivering an exceptional customer experience at every stage of the process.
	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Lynkwell's authorized distributor and reseller network covers the entire United States and the Provinces of Canada. Many of those value-added resellers (VARs) also work within our approved service-provider network to quickly resolve maintenance issues at uphold expectations in service level agreements (SLAs). For clients who opt to work with specific personnel who they already have an established relationship with, we offer training and certification opportunities on an ongoing basis which both adds to our approved partner network and supports professionals and tradespeople local to those Sourcewell members.
		As mentioned in other sections, we offer co-marketing programs throughout our partner network to ensure we're benefiting from coordinated efforts (See the Co-Marketing brochure provided) and utilize co-marketing fund (CMF) when appropriate. Beyond service providers, other authorized dealers include distributors and manufacturers representatives that we work with on specific product lines. Potential partners interested in joining are development program are encouraged to visit Lynkwell.com/partners to find out more and begin the onboarding process.

28	If your proposal includes delivery of services by prequalified contractors, describe your method of prequalification. State how prequalified contractors will be identified or selected by Sourcewell Participating Entities in the event of contract award.	Lynkwell is a full-service EV charging provider, proudly headquartered with all operations based in the United States. While many foreign companies in the industry have reduced their presence and service operations in the U.S. market, Lynkwell remains steadfast in its commitment to expanding and supporting EV infrastructure nationwide. With a proven track record in the deployment of DC fast charging (DCFC) systems and the design, manufacturing, and deployment of Level 2 systems, Lynkwell is uniquely positioned to provide dependable, future-ready solutions to Sourcewell's participating entities.
		To maintain the highest standards of quality, Lynkwell has established a robust prequalification process for contractors. This process ensures that all contractors meet stringent criteria, aligning with the principles of quality, reliability, and commitment that define our brand.
		Contractors in our network are selected and vetted through a comprehensive evaluation process based on the following key factors:
		Licensing and Certifications: Contractors must hold all relevant licenses and certifications to ensure compliance with regulatory requirements and safe execution of projects (EVITP certified available and utilized as required by client, program, or jurisdiction).
		Relevant Experience: Contractors are required to demonstrate sufficient experience in EV charging infrastructure installations, showcasing their expertise in this specialized field.
		Training and Competency: All contractors must complete Lynkwell-led training programs, ensuring familiarity with our products, processes, and service expectations. This includes virtual as well as hands-on practicals administered at our headquarters or at regional training events. This allows for seamless collaboration with Lynkwell's in-house project management team and the delivery of consistent service quality.
		Safety and Compliance: Contractors are assessed for adherence to safety protocols, including OSHA compliance, and must demonstrate a commitment to maintaining a safe work environment.
		Performance and References: Lynkwell assesses contractors based on past performance, client feedback, and their ability to deliver projects on time and within budget, ensuring exceptional outcomes for Sourcewell participating entities. Ongoing validation of performance is conducted through critical to quality (CTQ) assurance checks done remotely and with on-site third-party verification.
		When Sourcewell participating entities require services, Lynkwell works closely with them to identify and select prequalified contractors who align with the specific needs of their projects. This tailored approach ensures that every project benefits from contractors who possess the right expertise, resources, and commitment to delivering high-quality results.
		Lynkwell's expertise extends well beyond contractor prequalification. Our in-house team excels in designing future-ready charging sites that account for prioritize scalability, ADA compliance, and long-term operational efficiency. Contractors operate under Lynkwell's guidance to execute these plans, ensuring the highest standards of quality and reliability, and backed by various levels of support guarantees through SLAs.
		By combining our rigorous contractor prequalification process, nationwide network, and expert project management team, Lynkwell delivers scalable, reliable, and future-focused EV charging solutions. Our unwavering commitment to the U.S. market ensures that Sourcewell members receive the trusted support they need for successful electrification projects at every stage.
29	Service force.	Lynkwell provides a comprehensive suite of service and maintenance capabilities to ensure EV charging infrastructure operates efficiently, cost-effectively, and reliably throughout its entire lifecycle. With 24/7 U.Sbased support, proactive monitoring, and a dedicated team for root-cause analysis and on-site service coordination, Lynkwell delivers responsive solutions tailored to each project's unique needs.
		As a full-service provider, Lynkwell simplifies EV infrastructure deployment and management with integrated hardware, software, and services—offering a single point of accountability and providing the extensive expertise needed to meet evolving requirements across the United States.
		24/7 U.SBased Support
		Lynkwell's U.Sbased support team operates 24/7, ensuring seamless assistance for installers, site hosts, and EV drivers. Our support agents are incentivized to maintain a

95 percent response and resolution rate, providing rapid and reliable service. During business hours, calls and emails are addressed immediately, with after-hours inquiries promptly resolved the next business day. This approach ensures uninterrupted charging operations and a dependable customer experience.

Comprehensive Station Management and Diagnostics

Through our advanced administration portal, site hosts have complete control over their EV charging assets. This includes features like dynamic pricing, session management, and real-time performance monitoring. For customized needs, Lynkwell's REST API offers extended functionality and seamless integration with other systems, maximizing operational control. Proactive fault alerts, routine diagnostics, and real-time monitoring empower clients to identify issues early and expedite resolutions.

Proactive Monitoring and Preventive Maintenance

Lynkwell's proactive maintenance approach ensures that Level 2 chargers undergo preventive checks every six months, while DC fast chargers (DCFCs) receive quarterly assessments. These inspections address common issues such as cable wear and component degradation, ensuring consistent performance and minimizing downtime. Real-time monitoring through our charge management system allows Lynkwell to detect and address potential issues remotely, often before they impact station performance.

Spare Parts and Rapid Repairs

Lynkwell ensures fast and efficient repairs by maintaining a comprehensive inventory of spare parts, including cables, power modules, communication modules, and cable management kits. Our centralized diagnostic dashboard allows site managers to quickly identify issues and implement solutions with precision.

To further minimize downtime, Lynkwell provides advanced troubleshooting tools, such as EVSE communication logs and telecommunication monitoring. These resources streamline the process of diagnosing and restoring station functionality, keeping EV charging infrastructure reliable and operational.

Field Service Coordination and Root-Cause Analysis

Lynkwell ensures timely on-site repairs through seamless coordination with a nationwide network of skilled field technicians. For more complex issues, our dedicated team of hardware and software engineers conducts advanced root-cause analysis, leveraging real-time data and diagnostics to accurately identify and resolve problems.

By addressing issues at their source, Lynkwell delivers durable solutions that enhance long-term charger reliability and performance, minimizing downtime and maximizing operational efficiency.

Advanced Energy Management Solutions

Lynkwell's advanced energy management tools empower site hosts to maximize efficiency while reducing operational costs. With features that enable the optimization of charging schedules, dynamic energy load management, and real-time monitoring, site hosts can adapt to fluctuating energy demands and maintain peak performance.

Our tailored solutions are designed for scalability, allowing charging infrastructure to grow seamlessly as needs evolve. By integrating predictive analytics and load balancing capabilities, Lynkwell ensures that energy consumption is optimized, even during periods of high demand, reducing the risk of costly demand charges.

Additionally, Lynkwell's tools provide actionable insights into energy usage patterns, enabling informed decision-making that supports both operational goals and sustainability objectives. Whether managing a single site or a multi-location network, Lynkwell delivers energy solutions that adapt to the future of electrification.

Extended Warranty and Support Options

Lynkwell provides flexible, customizable parts and labor warranties designed to simplify maintenance planning and minimize service disruptions. Our proactive warranty support ensures that critical components are quickly replaced or repaired, and that claims are processed efficiently, preventing unnecessary downtime and keeping charging stations fully operational. Our extended warranty coverage Lynkwell Insure, is offered on equipment purchased through our network and is backed by a grade A insurance company.

Lynkwell's commitment to timely service ensures that charger uptime and reliability are

sustained, enabling uninterrupted access to EV charging infrastructure. By offering comprehensive warranty options, Lynkwell helps streamline long-term maintenance management, reducing both operational costs and the risk of unexpected service interruptions. (Please see Lynkwell Ensure brochure)

Comprehensive Lifecycle Management and Training

Lynkwell's project management team works closely with clients throughout the entire product lifecycle, from the initial site assessment through to ongoing maintenance. Our collaborative approach ensures that every stage of the project is managed with precision, from planning and installation to long-term support.

To empower site teams, we offer a range of flexible training options, including virtual, in-person, and on-demand sessions. These options are designed to equip clients with the knowledge and confidence to operate and maintain their EV charging stations effectively.

In the event Lynkwell is not selected for ongoing operations and maintenance, we provide comprehensive training materials to ensure clients can manage their stations independently. These resources are designed to promote self-sufficiency and ensure a seamless transition for clients to manage their own charging infrastructure moving forward.

Integrated Hardware, Software, and Service Solutions

Lynkwell's integrated model seamlessly combines hardware, software, and support into one cohesive, accountable point of contact. This streamlined structure simplifies project execution, ensuring that every aspect of the EV infrastructure is managed efficiently from start to finish.

By consolidating all elements of the project into a unified solution, Lynkwell empowers Sourcewell members to confidently optimize and expand their EV infrastructure. With expert guidance at every stage—starting from design and installation to ongoing service and maintenance—clients can be assured that their charging stations will continue to perform at the highest level.

Our comprehensive service and maintenance capabilities ensure long-term reliability, enabling Sourcewell members to focus on their core operations while we handle the complexities of EV infrastructure management. Lynkwell's integrated approach maximizes the potential of each deployment, ensuring scalability and future-readiness. (Please see our Software Brochure)

Commitment to U.S.-Based Excellence

Lynkwell is proudly headquartered in the U.S., and in an era when foreign companies are scaling back their operations in the U.S. market, we remain firmly dedicated to advancing EV infrastructure across the nation. Our unwavering commitment is reflected in our U.S.-based service and maintenance force, which ensures that Sourcewell members have access to high-quality, reliable, and future-ready solutions. (Please see our USA Impact Brochure)

Lynkwell's sustained presence and investment in the U.S. market underscores our long-term vision to lead the way in the electrification of transportation. We are fully committed to empowering the growth of EV infrastructure with localized expertise and robust support at every stage.

Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. Most typically a client will reach out to Lynkwell directly with solution inquiries, and we will guide them through the options, including relevant partners (distributors/resellers) along the way when applicable. If our customers have preferred distributors or contractors that they typically work with, they can request our equipment and service through their desired channel and we can coordinate with the requested parties (onboarding in our system and qualifying their participation if not already approved).

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Lynkwell's customer service process is designed for efficiency, rapid response, and Describe in detail the process and procedure of your customer service long-term reliability. Our approach leverages real-time monitoring, multi-channel issue program, if applicable. Include your reporting, and a structured escalation process to ensure that every issue is addressed response-time capabilities and promptly and effectively. commitments, as well as any incentives that help your providers meet your stated Issue Identification & Categorization service goals or promises. Customer support begins when an issue is reported through one of our available Live phone support Mobile app issue reporting Automated system monitoring alerts Once an issue is flagged, it is categorized and assessed to determine the best course of action. If it is a driver-related issue, our support team assists the driver directly and ensures their charging session proceeds smoothly. Automated & Remote Troubleshooting Many issues can be resolved through Lynkwell's automated diagnostic tools and A.I. powered network performance algorithms, which enable real-time troubleshooting, resolution, and remote resets when needed. If the problem persists, the incident is escalated to Lynkwell's technical support team, where specialists conduct further analysis and work to resolve the issue remotely. On-Site Field Service & Manufacturer Coordination If remote troubleshooting is unsuccessful, and for covered sites, Lynkwell will: Deploy a field service technician from our nationwide network of certified installers and electricians to assess and resolve the issue on-site. If the issue is determined to be hardware-related, we will coordinate directly with the manufacturer to facilitate repairs, replacements, or warranty claims as needed. Post-Resolution Monitoring & Documentation Once the issue is resolved, our system continues to monitor the fix to ensure longterm performance. All resolutions are logged in our internal system, creating a detailed service history that allows for data-driven improvements in support efficiency and predictive maintenance strategies. Commitment to Uptime & Service Excellence Lynkwell's structured customer service and response system ensures minimal downtime, rapid issue resolution, and a seamless charging experience for all users. By combining proactive monitoring, remote diagnostics, and nationwide field support, we maintain industry-leading service reliability while keeping Sourcewell members fully operational and supported. Tracked metrics include Call Volume, Avg. QA Score, Unanswered %, Call Handle Time, First Contact Resolution, Time to Resolution, and Lynkwell is fully committed to providing EV charging solutions and network services to 32 Describe your ability and willingness to provide your products and services to all Sourcewell-participating entities across the United States and Canada. As a Sourcewell participating entities. Sourcewell vendor, we have consistently delivered high-quality EV charging infrastructure to government agencies, educational institutions, nonprofit organizations, and other members. Nationwide Service and Program Participation Lynkwell's products and services are eligible for numerous state and utility incentive programs, enabling Sourcewell members to maximize their investment in EV infrastructure. These programs include: New York

NYSERDA (State level program)

National Grid

Central Hudson Gas & Electric Corporation RG&E ConEdison Orange and Rockland PSEG Long Island New York Power Authority New Jersey Atlantic City Electric JCP&L Orange and Rockland Electric PSE&G. Massachusetts MassEVIP (State level program) WMECo d/b/a Eversource Energy NSTAR Electric d/b/a Eversource Energy Massachusetts Electric d/b/a National Grid Nantucket Electric Company d/b/a National Grid Rhode Island National Grid RI Electricity RI (State-level program) Colorado Charge Ahead Colorado (Colorado Energy Office & Regional Air Quality Council) California Southern California Edison (Charge Ready Program) Canada Quebec - Programme Roulez vert In addition, our equipment is eligible and open to serve the following programs and utilties: Arizona SRB - Business EV Charger Rebate Program Tucson Electric Power - Smart EV Charging Program Incentives California

CALeVIP - Incentive Project

The District of San Joaquin Valley - Charge Up! Program

LADWP - Commercial Charge Up LA

The City of Pasadena - Department for Water and Power - Commercial Charger

Incentive Program

Silicon Valley Power - County of Santa Clara - Electric Vehicle Charging Station Rebate

Anaheim Public Utilities

Connecticut

Norwich Public Utilities - Public Access EV Charger Rebates

Norwich Public Utilities EV Charging Equipment Rebate Program

Delaware

DNREC - Electric Vehicle Charging Equipment Rebate Program

Florida

The ChargeUP! Sarasota County Program

Duke Energy Florida

FPL Evolution - Public and Fleet Charging by Florida Power and Light

Jacksonville Electric Authority

Idaho

Idaho Power - EVSE Incentive

Illinois

The City of Naperville - EV Charging Stations Rebate Program

ComEd

Southwestern Electric Co-op

lowa

MidAmerican Energy Company - Nonresidential and Residential EV Charger Incentive

Access Energy EV Chargers by Access Energy Coop

East Central Iowa REC - Charger Rebates by East-Central Iowa REC

Maine

Central Maine Power - Electric Vehicle Charging Station Pilot Program

Efficiency Maine Trust's - Rebate Program

Maryland

Maryland Energy Administration - EVSE Rebate Program

BGE EV Fleet Program - Baltimore Gas & Electric

Delmarva Electric Vehicle Fleet Program - Delmarva Power

Potomac Edison EV Driven - Potomac Edison (First Energy)

Massachusetts

MassEVIP - Charging Stations Incentives

Eversource - EV Charging Station Installation Incentives

Massachusetts Electric d/b/a National Grid

Michigan

Indiana Michigan Power - EV Charger Rebate Program

Charge Up Holland - Holland BPW

		Great Lakes Energy EV Chargers - Great Lakes Energy	
		Missouri	
		Ameren Missouri - Incentives for Business Customers - EV Charging Incentive Program	
		Nevada	
		NV Energy - Electric Vehicle Charging Stations Incentive Program	
		New Hampshire	
		Electric Co-op - Electric Vehicle Rebate Program	
		New Jersey	
		NJDEP - It Pays to Plug-In Program	
		Atlantic City Electric	
		JCP&L	
		Orange and Rockland Electric	
		PSE&G.	
		Pennsylvania	
		DEP - EV Level 2 Charging Rebate Program	
		PECO Commercial Level 2 Electric Vehicle Charger Rebate	
		Rhode Island	
		OER - Electric Vehicle Charging Station Incentive Program	
		Lynkwell actively participates in rebate and incentive programs across key states, including Florida, Maryland, Pennsylvania, and Michigan, ensuring that Sourcewell members can capitalize on cost-saving opportunities. By leveraging these programs, we help clients reduce upfront costs while advancing the adoption of EV infrastructure in their communities. Proven Experience and Commitment	
		As a fully U.Sbased company, Lynkwell has an in-depth understanding of the North American EV market and is fully committed to supporting Sourcewell members in their electrification initiatives. In addition to our proprietary XLynk Level 2 chargers, assembled in New York, we offer a comprehensive catalog of solutions from the world's leading OEMs. Together with our extensive service offerings, Lynkwell ensures reliable, scalable, and cost-effective solutions for every project.	
		We are proud to continue our partnership with Sourcewell participating entities and are fully committed to empowering members across the U.S. and Canada with advanced, reliable EV charging solutions.	
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Lynkwell is fully equipped and committed to providing our products and services to Sourcewell participating entities in Canada. As a U.Sbased company with a deep understanding of the North American market, we have the capability to deliver scalable and reliable EV charging solutions that meet the unique needs of Canadian customers. We are fully committed to supporting the growth of EV infrastructure across Canada and look forward to continuing to serve Sourcewell participating entities with the same level of excellence we provide throughout the U.S.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Lynkwell will fully serve all Sourcewell members across every geographic area in the United States and Canada. We are committed to delivering our products and services without any geographic limitations, ensuring comprehensive coverage nationwide.	*
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.	Lynkwell will provide full access to our solutions for all Sourcewell participating entities, regardless of their account type. We are committed to delivering reliable, scalable EV charging solutions tailored to meet the unique needs of each member.	*
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific or additional requirements or restrictions for participating entities in Hawaii, Alaska, or U.S. territories. Lynkwell currently supports active stations in Hawaii, Guam, and Alaska, and is fully equipped to provide seamless service and reliable solutions to Sourcewell members in these regions.	*

37	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Lynkwell will extend the terms of any awarded master agreement to nonprofit entities that are Sourcewell members, ensuring they have access to the same reliable and cost-effective EV charging solutions as other members.
products and se	Describe the process for installation of your products and services and explain the method of quotation, as applicable.	Lynkwell provides a seamless and customer-focused process for the selection, quotation, and installation of EV charging products and services. Through the cooperative purchasing agreement, Sourcewell members gain access to an extensive catalog of hardware, software, and support options, along with expert guidance at every step.
		Solution Discovery
		The process begins with members exploring Lynkwell's offerings, including Level 2 chargers, DC fast chargers (DCFC), advanced software solutions, and a variety of installation and maintenance options. Members can choose independently or consult Lynkwell's expert team for tailored recommendations based on site conditions, anticipated usage, and future scalability.
		Consultation and Site Assessment
		Once selections are made, Lynkwell conducts a consultation—often including a site assessment—to evaluate critical factors such as electrical capacity, ADA compliance, site flow, and expansion potential. This ensures a customized installation plan that balances functionality, compliance, and long-term adaptability.
		Quote Process and Approval
		A detailed, transparent quotation follows, breaking down all costs, including hardware, installation, and optional services like extended warranties or preventive maintenance agreements. With approval, Lynkwell manages permitting, regulatory compliance, and utility coordination, streamlining timelines and eliminating roadblocks.
		Permitting & Approvals
		With the plan and quotation approved, Lynkwell takes responsibility for all permitting and utility coordination. This includes managing local permits, ensuring regulatory compliance, and working directly with utility providers to address any necessary electrical upgrades or interconnections. By handling these often-complex processes inhouse, Lynkwell streamlines the project timeline and eliminates potential roadblocks.
		Installation & Execution
		During installation, a Lynkwell project manager oversees execution, ensuring quality and efficiency. Installations are handled by in-house technicians or prequalified contractors who meet rigorous standards for EV infrastructure projects. Chargers are professionally installed, configured, and tested for optimal performance and compliance, then integrated into Lynkwell's ViaLynk network for real-time monitoring.
		Onboarding & Support
		Post-installation, Lynkwell offers comprehensive support, including virtual or in-person training for site hosts and 24/7 customer assistance. Ongoing maintenance services keep stations operating efficiently, ensuring long-term reliability.
		Through this cooperative purchasing agreement, Sourcewell members benefit from a streamlined and efficient process for deploying EV infrastructure. By leveraging Lynkwell's expertise, comprehensive catalog, and streamlined process, Sourcewell members can confidently deploy EV infrastructure that meets today's needs and supports future growth.

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.

Lynkwell has successfully partnered with government agencies, municipalities, educational institutions, and public entities across the United States to deploy reliable and scalable EV charging infrastructure. Our expertise spans full turnkey installations, fleet electrification, and large-scale public charging projects, ensuring seamless implementation from site assessment to long-term operational support.

With a deep understanding of procurement processes, incentive programs, and regulatory requirements, Lynkwell provides tailored solutions that meet the unique needs of public-sector clients. Our projects emphasize high-quality hardware, advanced network management, and long-term sustainability, helping agencies transition to cleaner transportation solutions efficiently and cost-effectively.

Below is a selection of significant government and public-sector projects completed in the past five years, demonstrating our ability to deliver industry-leading EV charging solutions at scale.

City of Schenectady, NY – Lynkwell deployed a network of public EV chargers throughout the city, enhancing accessibility for residents and visitors. Additionally, we provided dedicated fleet charging solutions integrated with our advanced network management software, enabling the city to efficiently monitor, manage, and optimize its electric fleet operations. This project supports Schenectady's broader sustainability goals while ensuring a seamless charging experience for both the public and municipal users. Lynkwell continues to work closely with the city to expand its EV infrastructure, supporting its long-term electrification efforts and sustainability initiatives.

Ulster County, NY - Lynkwell partnered with Ulster County to identify and develop suitable charging locations that best serve the community's needs. Through this collaboration, we deployed multiple DC fast chargers (DCFC) for public use, providing high-speed charging access for residents, visitors, and commuters. To further support the county's electrification efforts, we are actively expanding the EV infrastructure by introducing additional DCFC units and Level 2 chargers at strategic locations. By working closely with Ulster County, Lynkwell ensures that each installation aligns with the county's long-term sustainability goals, offering reliable, accessible, and future-ready charging solutions for its growing EV population.

Prince Georges County School District, MD -Lynkwell deployed fully off-grid EV charging solutions, providing mobile battery-powered charging to support the district's electrification initiatives. These innovative solutions enable reliable charging in areas without direct grid access, ensuring flexibility and sustainability for the district's growing fleet of electric vehicles. By integrating cutting-edge battery storage technology, Lynkwell is helping Prince George's County Schools reduce emissions and advance their commitment to clean transportation.

Town of Halifax, VA – Lynkwell deployed a network of Level 2 and DC fast chargers (DCFC) across the town, expanding public EV charging accessibility for residents, visitors, and commuters. These strategically placed chargers provide convenient and reliable charging options, supporting Halifax's commitment to sustainable transportation. By integrating both fast-charging and standard charging solutions, Lynkwell ensures that drivers have access to the right infrastructure for their needs while helping the town advance its electrification goals.

Town of Mesquite and City of Lewisville, TX - Lynkwell provided expert consulting and technical guidance to help both Mesquite and Lewisville navigate the complexities of electrifying their municipal fleets and expanding public charging access. Our team worked closely with officials to identify and procure Buy America-compliant chargers, ensuring compliance with federal funding requirements while delivering high-quality, future-proof infrastructure. By leveraging our deep industry knowledge and procurement expertise, we enabled both municipalities to deploy efficient, cost-effective EV solutions that support fleet operations and provide accessible public charging options for their communities.

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
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Bid Number: RFP 021825 Vendor Name: Livingston Energy Group, LLC

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.

Marketing Strategy for Promoting This Opportunity

Lynkwell currently employs a multi-channel marketing strategy to promote this opportunity, ensuring broad visibility and engagement across key audiences:

Educational Webinars: We have hosted events like EV Charging Projects Made Easy: Leveraging Cooperative Purchasing in partnership with Sourcewell, helping potential customers understand the benefits of cooperative procurement.

Dedicated Web Presence: Our Sourcewell contract is prominently featured on our Cooperative Purchasing page https://lynkwell.com/procurement/, with cross-links on relevant business and fleet solution pages to maximize discoverability.

Contract Visibility: Sourcewell is highlighted in our list of awarded contracts within our general company brochure, reinforcing our credibility and procurement accessibility.

Digital Marketing & Outreach: We actively promote Sourcewell through email campaigns and social media posts, reaching industry stakeholders and decision-makers.

Contract Promotion: We have established relationships through other contracts beyond Sourcewell, but similar to our position on the GSA contract, our intent is to continue consolidating the other underperforming contracts and directing opportunities through the Sourcewell procurement pathway.

Press & Public Relations: A press release will be issued when our Sourcewell contract is renewed, further amplifying awareness and engagement.

Co-Marketing Promotion: We will apply our use of co-marketing programs with other vendors and our distribution network which can include a co-marketing fund (CMF) to enhance cross-sale opportunities and penetrate deeper into new or existing markets (See the Co-Marketing brochure provided).

Representative marketing materials will be uploaded in the designated document section.

Bid Number: RFP 021825

41 Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

Lynkwell employs an enterprise-level go-to-market tech stack that enables us to measure both the quality and quantity of engagement across the entire customer journey. This data-driven approach allows us to continuously refine our customer experience and optimize marketing effectiveness. Our strategy integrates advanced analytics, targeted campaigns, and strategic audience engagement to drive meaningful interactions and conversions.

Our marketing efforts utilize:

Social Media Engagement: We employ data-driven strategies to create impactful content tailored to our audience's interests, focusing on thought leadership, product education, and industry innovation. Using platforms like LinkedIn and Facebook, we connect directly with stakeholders—including Sourcewell members, municipalities, and partners—amplifying our reach through targeted messaging and high-value content. Our internal tech stack, including HubSpot's native social media integrations, allows us to measure engagement in real time and track leads from their original source, ensuring continuous optimization of our outreach efforts

Search Engine Optimization: Lynkwell leverages SEMrush to inform our SEO strategy, ensuring that our website, blogs, and landing pages follow best practices for search engine visibility. By optimizing metadata, keywords, and content structure, we make it easier for potential customers to find relevant information about our products, services, and partnerships. We continuously measure effectiveness using Google Analytics, refining our approach to drive inbound inquiries and align with customer needs.

Behavioral Insights and Analytics: Lynkwell utilizes advanced analytics tools, including Hotjar, to gain deep insights into user engagement across our digital platforms. By tracking metrics such as scroll depth, time spent on pages, click patterns, and potential technical issues, we optimize the user experience and enhance content effectiveness. Combined with traditional engagement metrics like click-through rates and social interactions, this data enables us to refine our campaigns, improve audience engagement, and maximize ROI.

Email Marketing and CRM Integration: Lynkwell leverages HubSpot to power targeted email campaigns, delivering relevant updates, product highlights, and industry insights tailored to specific audience segments. HubSpot's robust reporting capabilities allow us to track individual user engagement, measure campaign performance, and assess each email's contribution to lead generation. This data-driven approach ensures personalized communication that strengthens relationships and drives conversions.

Webinars and Virtual Events: Lynkwell utilizes Goldcast to host webinars and virtual roundtables, creating an engaging experience before, during, and after each event. This premium platform enables us to deliver high-quality educational content while capturing attendee data to track engagement, identify market trends, and nurture prospects effectively.

By integrating these digital tools and data-driven techniques, Lynkwell ensures its marketing strategy remains efficient, targeted, and aligned with industry trends, enhancing its ability to connect with key audiences and promote its relationship with Sourcewell.

Bid Number: RFP 021825

42	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Sourcewell's extensive network and well-established relationships with its members have been invaluable in raising awareness and driving adoption of EV charging solutions through this agreement. We view Sourcewell not only as a facilitator but also as a strategic partner in promoting this contract. The continued provision of sales training to our network and the introduction or sharing of membership and other awarded vendor contact information and facilitating outreach, Sourcewell enables Lynkwell to implement targeted marketing campaigns that ensure members understand the value and accessibility of this agreement. Furthermore, we welcome more opportunities to collaborate with Sourcewell on co-branded initiatives, including webinars, email campaigns, and educational materials, to maximize visibility and adoption. Lynkwell has proudly maintained a Sourcewell contract for the past five years, fostering a
		strong and collaborative partnership with Sourcewell and its members. This long-standing relationship has allowed us to seamlessly integrate Sourcewell into our sales process, ensuring that Sourcewell members—and eligible members—experience the full benefits of cooperative purchasing. Our sales team actively leverages this agreement when engaging with Sourcewell members, showcasing its simplicity and ease of use to streamline the procurement process.
		Throughout the past five years, Lynkwell has successfully integrated the Sourcewell agreement into every aspect of our government and education sales process. Our sales team consistently leverages this agreement when engaging with Sourcewell members and eligible entities, emphasizing its key advantages: cost savings, expedited procurement, and the simplicity of cooperative purchasing. This approach enables us to focus on delivering tailored EV infrastructure solutions while offering members a trusted and efficient way to meet their sustainability goals.
		Looking ahead, Lynkwell is committed to optimizing the benefits of this agreement through targeted marketing and outreach aimed at government agencies, educational institutions, and nonprofits. By emphasizing the trust and convenience associated with Sourcewell, we will ensure members can continue to rely on Lynkwell to deliver high-quality, scalable EV charging solutions. Our dedicated, tailored approach will empower participating entities to fully leverage the agreement, enhancing their confidence in both Sourcewell and Lynkwell.
		This agreement will continue to be a core component of our discussions with stakeholders, aligning with our mission to deliver accessible and reliable EV infrastructure across the United States and Canada. Through close collaboration with Sourcewell, Lynkwell is committed to ensuring this agreement serves the best interests of all stakeholders—Sourcewell, its members, and the communities they serve. Building on our past success, we are poised to drive continued innovation and adoption in the years ahead.
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.	For many Sourcewell members, selecting and implementing EV charging infrastructure can be a complex and unfamiliar process. Lynkwell recognizes these challenges and is fully committed to streamlining the process. While we do not operate an e-procurement system typically available to our clients, Lynkwell ensures Sourcewell members have effortless access to our products and services through Sourcewell's cooperative purchasing framework, as well as other established procurement platforms. This approach guarantees that members can confidently navigate the procurement process with ease and efficiency. If a client plans to be continuously purchasing equipment in volumes like our distribution partners, we could enable access to our e-procurement portal if that was a priority for them.
		Lynkwell's sales and project management teams are deeply experienced in EV infrastructure and take a consultative approach with every Sourcewell member. Our goal is to empower members by providing tailored recommendations, clear pricing, and a full understanding of the deployment process. From the moment a member expresses interest, Lynkwell works closely with their team to identify the best charging solutions, develop accurate project quotes, and ensure compliance with procurement requirements.
		With our longstanding partnership with Sourcewell, Lynkwell is deeply attuned to the needs of government and educational institutions. We provide comprehensive support, from selecting solutions to coordinating installation and maintenance. While we don't operate an e-procurement system, Sourcewell members can easily access our products and services through Sourcewell's cooperative purchasing framework.

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

Line Item	Question	Response *	
	programs that you offer to Sourcewell participating entities. Include details, such as whether	Lynkwell understands the importance of training and knowledge sharing in an increasingly complex and diverse technological environment. Our training programs are designed to empower Sourcewell members with the tools and knowledge needed to successfully deploy, operate, and maintain their EV charging infrastructure. These training sessions are tailored to meet the unique needs of each customer, ensuring that Sourcewell members feel confident and supported throughout the entire process.	

who provides training, and any costs that apply.

Training Programs Offered

Account Manager-Led Onboarding

Every project is assigned an Account Manager (AM) who serves as the primary resource and point of contact for the customer. The AM facilitates a project kick-off meeting to review project details, provide an overview of the installation timeline, and address any questions before construction begins. This proactive approach ensures customers are fully informed and prepared for the successful deployment of their EV infrastructure.

Dashboard and Network Management Training

Lynkwell offers all customers access to our ViaLynk software, which offers real-time insights into station performance, usage history, and reporting.

As part of our standard offering for Sourcewell members, we include comprehensive training on how to use the dashboard to:

Generate government-compliant usage reports.

Monitor and update advanced station settings.

Control driver access and manage pricing in real time.

This training is included as a standard offering for Sourcewell members, ensuring they can leverage the full capabilities of their EV infrastructure.

Mobile App Training

Site hosts receive training on Lynkwell's mobile app, which enables them to assist EV drivers with key tasks, including:

Starting and ending a charging session.

Locating a nearby charging station.

Troubleshooting charging issues.

Contacting customer support for assistance.

This training empowers site hosts to effectively guide EV drivers, ensuring smooth station usage and optimal user experience.

On-Site Training Sessions

Upon request, Lynkwell offers on-site training sessions tailored to customer needs. These sessions may include topics such as:

Installation and configuration of chargers.

Hands-on operation of charging stations.

Advanced network settings and fleet optimization strategies. (See Fleet Offering Brochure) On-site training is an optional add-on and may incur additional costs depending on the scope and location of the session.

Outreach to Local Tradespeople

Lynkwell actively engages with local and regional electricians and contractors by offering training sessions and equipment walkthroughs. These sessions include:

Demonstrations of charger installation and activation.

Reviews of maintenance protocols and troubleshooting techniques.

Opportunities to handle and understand EVSE equipment firsthand.

This proactive outreach fosters local expertise and strengthens community engagement, ensuring that Sourcewell members have access to skilled professionals for ongoing support.

Training Logistics

Training is conducted by Lynkwell's team of experienced project managers and technical specialists. Sessions are offered in multiple formats to accommodate customer preferences:

Virtual Training: Live sessions scheduled virtually for the customer's convenience.

In-Person Training: Hands-on sessions at the customer's site or a regional facility.

Hybrid Options: A blend of virtual and in-person training tailored to project needs.

Costs and Customization

Standard Training: Training on the dashboard and mobile app is included at no additional cost for all Sourcewell members.

Optional Training: On-site training and advanced customization programs may incur additional fees based on the complexity and scope of the training. Pricing is transparent and tailored to meet the specific needs of each customer.

The Lynkwell Advantage

Lynkwell's training programs go beyond basic instruction. By providing flexible, hands-on training opportunities, we empower Sourcewell members and their teams to optimize their EV infrastructure and confidently manage their operations. Our commitment to education extends to the broader community, as we proactively train local tradespeople to support long-term EV adoption and infrastructure sustainability.

By offering a comprehensive suite of training options, Lynkwell ensures that Sourcewell members have the knowledge and resources they need to succeed in deploying and maintaining EV charging solutions tailored to their unique needs.

Describe any technological advances that your proposed Solutions offer.

Lynkwell's ViaLynk Network is a powerful, unified platform designed to manage, monitor, and optimize EV charging infrastructure with industry-leading tools for fleet operators, site hosts, and EV drivers. Built with advanced technology, robust security, and future-proof interoperability, the platform offers cutting-edge features that enhance network efficiency, maximize uptime, and deliver an exceptional user experience. All of Lynkwell's software development is conducted in-house by a dedicated team located entirely in the United States, ensuring the highest standards of quality, security, and support. Of additional note is that all of Lynkwell's ViaLynk network capability is available to our clients as a brandable (white-labeled) option as well. In practice, this means that a city could brand their charging stations, the driver mobile application, and the station site manager portal under their city name or another name of their choosing (similar to how parking applications are frequently customized).

Centralized Management and Uptime Optimization

Lynkwell's software ensures a 99.99 percent uptime rate, supported by redundant multinetwork SIM cards that maintain connectivity across global cellular networks. With real-time remote diagnostics and monitoring, operators can proactively manage station health, resolve issues, and ensure consistent operation. Key features include:

Real-Time Reporting: Monitor network-wide uptime, individual station performance, and location-specific metrics.

State-of-the-Art Diagnostic Tools: Access detailed charging station event logs and SIM communication logs to enable precise troubleshooting and proactive maintenance.

Over-the-Air Firmware Updates: Keep hardware up-to-date with automated, remote updates that minimize downtime and reduce the need for on-site intervention.

User Authentication and Access Control: Manage driver access to charging stations through various authentication methods.

Billing and Payment Processing: Integrate with payment gateways for seamless revenue collection.

Pricing Management: Define and adjust pricing strategies based on time of day, energy usage, or other factors.

Reporting and Analytics: Generate detailed reports on charger usage, energy consumption, and revenue.

A.I., Automation, and Optimization: Automated workflows constantly monitor station performance and adjust network settings and execute self-diagnostics to ensure optimal performance. Resulting data is further collected and fed back into learning algorithms for improved operations and ongoing system training.

For more information please see our Software Brochure

Fleet Management: Lynkwell provides robust tools for managing EV fleets, including:

Real-Time Fleet Monitoring: Track the charging status, location, and energy consumption of your entire fleet from a single dashboard.

Optimized Charging Schedules: Schedule charging sessions for individual vehicles or the entire fleet to minimize energy costs and maximize operational efficiency.

Integration with Fleet Management Systems: Connect with existing fleet management systems for seamless data exchange and streamlined operations.

Automated Reporting and Analytics: Generate detailed reports on charging activity, energy usage, and costs for the entire fleet, providing valuable insights for optimization.

Additionally please see our Fleet Offering Brochure in the attached documents.

Advanced Network Management

Lynkwell's flexible, hardware-agnostic platform supports OCPP-compliant chargers, enabling seamless integration with existing and future infrastructure. Network management tools include:

OCPI Network Roaming: Expand accessibility through integrations with Hubject and ChargeHub, allowing drivers to use chargers across multiple networks.

Private Charging Configurations: Ideal for campuses, fleet depots, or multi-unit residential environments, enabling controlled access and custom settings.

Utility and Depot Partner Management: Simplify complex partnerships for energy optimization and fleet operations. (See Fleet Offering Brochure)

Revenue Management and Payment Flexibility

Lynkwell's PCI-compliant revenue management system ensures secure and flexible payment processing for customers. Operators benefit from:

Dynamic Pricing and Tariffs: Implement demand-based pricing, user-specific discounts, and special rates for certain groups.

Comprehensive Payment Options: Support for major credit cards, monthly subscriptions, and seamless payment terminal integration (both local and cloud-based).

Custom Driver Groups: Offer tailored pricing and promotions to select drivers to maximize station utilization and profitability.

Smart Charging: Schedule charging sessions during off-peak hours to minimize energy costs and grid impact.

Load Management: Adjust charging rates to balance energy demand and prevent overloading the electrical grid.

Demand Response: Participate in utility demand response programs to earn revenue by reducing electricity consumption during peak periods.

Integration and Scalability

Lynkwell's platform is built for long-term compatibility and scalability, ensuring seamless integration and growth. Our software supports integration with a wide range of charging networks and service providers, offering:

OCPP Certification (versions 1.6 & 2.0.1): Ensures Lynkwell's charging stations integrate seamlessly with diverse third-party hardware, software, and network providers, offering flexibility, scalability, and future proofing for evolving EV infrastructure needs.

REST API and Developer Tools: Facilitate smooth integration with fleet management systems, custom applications, and smart city platforms.

Cloud-Based Scalability: Efficiently manage hundreds or thousands of stations with bulk uploads, intuitive design, and dynamic load balancing.

Roaming Partnerships: Compatible with leading roaming networks such as Hubject and ChargeHub, Lynkwell's roaming partnerships enhance driver access to charging stations.

Driver Experience Enhancements

Lynkwell's driver-focused features are designed for maximum convenience and accessibility:

AutoCharge Functionality: Simplifies the charging process with automatic vehicle authentication, eliminating the need for RFID cards or app initiation.

Guest Charging Functionality: Enables seamless access for unregistered users, ensuring that drivers can quickly start a session without the need for pre-registration, enhancing inclusivity

and accessibility.

Mobile App Integration: Provides real-time station availability, session management, and direct customer support access with just a few taps.

Global Real-Time Search: Allows drivers to effortlessly locate available stations across networks, enabling seamless EV travel.

Customer Support Tools: Delivers efficient customer support through remote troubleshooting and real-time driver assistance.

Security and Compliance

Lynkwell upholds the highest standards of data protection with AWS CIS-compliant security, PCI-compliant payment processing, and OCPP Security Profile support. These features ensure safe transactions, secure communication, and peace of mind for operators and drivers alike. With 100 percent of our software development team based in the United States, Lynkwell ensures complete oversight of our platform's security, quality, and overall integrity.

Future-Proof Innovation

Lynkwell's software platform leverages advanced technology to drive the evolution of EV infrastructure:

Integration with Renewables and Storage: Seamlessly pair charging systems with renewable energy sources and battery storage to optimize sustainability and grid resilience.

Participation in Industry Pilots: Partnering with industry leaders, Lynkwell tests and implements cutting-edge features, giving customers early access to next-gen solutions.

By leveraging Lynkwell's advanced software solutions, Sourcewell members gain powerful tools for managing charging infrastructure, optimizing network performance, and enhancing the driver experience. With robust interoperability, dynamic scalability, and a forward-looking design, Lynkwell's platform ensures that members are prepared to meet the future demands of EV infrastructure with confidence. (Please see our Software Brochure)

Hardware: Diverse and Scalable Charging Solutions

Lynkwell offers one of the industry's most comprehensive catalogs of EV charging hardware, providing Sourcewell members with a full range of Level 2 chargers and Level 3 DC fast chargers (DCFC). With power options spanning from 32A to 400kW, our hardware portfolio outperforms competitors in both variety and performance, ensuring that members can find the optimal solution for any charging need.

The XLynk™: Designed for Uptime, Built for a Lifetime

At the forefront of Lynkwell's offerings is the XLynk™, our proprietary Level 2 charger that exemplifies reliability, and scalability. Key features of the XLynk™ include:

Lifetime Warranty: The XLynk™ is the first and only commercial EV charger in the industry backed by a lifetime warranty, offering unparalleled confidence and long-term value to Sourcewell members. (Please see Lynkwell Ensure Brochure)

EZ-Swap Faceplate™ Technology: Designed for maximum uptime, the XLynk™ features a unique faceplate system that allows for customization, upgrades, or maintenance in less than five minutes, minimizing disruption and operational downtime.

Powered by a U.S.-Based Team: The XLynk™ is designed and manufactured in the United States at Lynkwell's facility in Rotterdam, New York, utilizing globally sourced parts with Buy America Build America (BABA) compliant options. With all software development, network operations, and service teams based domestically, Sourcewell members benefit from exceptional support and faster response times.

Built for Durability: Inspired by years of deployment experience, the XLynk™ is optimized for real-world performance, delivering reliable, high-quality charging for fleets, workplaces, and public locations.

Unmatched Hardware Diversity

Beyond the XLynk™, Lynkwell's catalog includes a wide range of Level 2 and DCFC chargers designed to meet the needs of any charging environment:

Level 2 Chargers: Flexible options range from 32A chargers for commercial use to higher-powered models tailored for fleet and workplace applications.

DC Fast Chargers: Scalable solutions from 30kW chargers for urban deployments to 400kW ultra-fast chargers for highway corridors and transit hubs, capable of delivering hundreds of miles of range in just minutes.

Cutting-Edge Features

Lynkwell's hardware offerings include the latest technological advancements to maximize performance and reduce total cost of ownership:

Dynamic Load Balancing: Enables efficient energy distribution across multiple chargers, reducing demand charges and improving grid integration.

Advanced Cable Management Systems: Maintain a clean and organized charging environment while preventing wear and tear.

Tamper-Resistant and Vandal-Proof Construction: Ensure reliability in high-traffic public areas with durable materials, tamper-resistant screws, and locked enclosures.

High-Resolution Touchscreens: Enhance user interaction with intuitive interfaces, real-time instructions, and branding opportunities for site hosts.

Market Leadership in Hardware Offering

What truly sets Lynkwell apart is the breadth and diversity of our hardware catalog and our commitment to innovation. By offering a broader range of solutions than our competitors and incorporating features like the XLynk™ EZ-Swap Faceplate™ and lifetime warranty, Lynkwell ensures that Sourcewell members receive reliable, scalable, and future-proof EV charging infrastructure tailored to their needs.

Whether it's a single XLynk™ Level 2 charger for a workplace or a network of ultra-fast DCFC units for a transit hub, Lynkwell's hardware portfolio delivers unmatched value, performance, and reliability. Paired with our advanced software platform, these chargers provide Sourcewell members with a seamless, future-ready EV infrastructure.

Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.

At Lynkwell, sustainability is at the core of our mission to accelerate the adoption of electric vehicles (EVs) and develop innovative charging solutions. Our approach integrates environmentally responsible practices, energy-efficient technologies, and a commitment to equity and long-term environmental stewardship.

Energy Efficiency and Renewable Integration

Lynkwell's EV charging solutions are designed to optimize energy efficiency and enhance grid stability. Lynkwell's chargers are compatible with renewable energy sources, enabling seamless integration with solar and wind power systems. This supports our customers and partners in their efforts to achieve net-zero energy goals and reduce reliance on fossil fuels.

Energy-Efficient Software Features

Lynkwell's proprietary software includes advanced load management capabilities that enable site hosts to optimize energy usage and reduce peak demand charges. These features not only enhance energy efficiency but also pass through sustainability benefits to customers by lowering operational costs and minimizing environmental impact. Our commitment to software innovation ensures that our clients have the tools to effectively manage their energy use while supporting broader sustainability goals. (Please see our Software Brochure)

Circular Economy Practices

Lynkwell is committed to promoting a circular economy by designing products with longevity, repairability, and recyclability in mind. Our EZ-Swap Faceplate™ technology, for example, extends the life cycle of EV chargers by allowing for easy replacement of external components, reducing waste and maintenance costs. End-of-life hardware can be returned to Lynkwell for recycling, ensuring minimal environmental impact.

Carbon Reduction in Operations

Our in-house project management team ensures that every deployment plan is designed to reduce unnecessary emissions. From site assessment to installation, Lynkwell's workflows emphasize efficiency in construction methods, material transport, and equipment utilization. Additionally, we leverage digital tools and remote monitoring to minimize the need for on-site interventions during maintenance and upgrades.

Forward-Thinking Initiatives

Looking to the future, Lynkwell is actively exploring next-generation energy management systems, such as Vehicle-to-Grid (V2G) and load balancing technologies, to further reduce the grid impact of EV charging. By staying at the forefront of industry advancements, we empower our customers and partners to meet evolving sustainability standards.

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ldentify any third-party issued ecolabels, 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.

Lynkwell is dedicated to advancing sustainable transportation solutions through energy-efficient, environmentally responsible EV charging infrastructure. Our products and services are designed with a focus on reducing carbon emissions, optimizing energy usage, and supporting clean energy initiatives. To that end Lynkwell offers many Energy Star, UL, and Open ADR certified products including our own XLynk level 2 charger. Lynkwell is a OCA member and we follow their development standards for compliance.

Lynkwell has received several awards for our efforts in sustainability and energy efficiency. These include:

Plug in America: EV Awarenes Award 2024

Public Charging Hub Trailblazer Award 2024

NYSHTA Partner of the Year 2024

American Business Award: Energy Inovation of the Year 2023

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?

Lynkwell stands out in the EV charging industry by delivering a holistic, customer-focused approach to EV infrastructure solutions. Our combination of innovative technology, comprehensive service offerings, and a commitment to supporting Sourcewell participating entities creates a unique value proposition that is unmatched in the industry. Please see our Why Lynkwell Brochure. Below are the unique attributes that set Lynkwell apart:

1. Fully U.S.-Based Operations

Lynkwell is a proud U.S.-based company with all software development, engineering, manufacturing, and customer support operations conducted domestically. This ensures rapid response times, superior quality control, and a deep understanding of the unique needs of Sourcewell members. In an era when many foreign companies are scaling back operations in the U.S. and North America, Lynkwell remains fully committed to supporting the growth of EV infrastructure in North America.(Please see The Lynkwell Difference Brochure)

2. The XLynk™ Charger: Industry-Leading Innovation

The XLynk™ Level 2 charger represents a transformative advancement in the industry:

Lifetime Warranty: The only commercial Level 2 charger with a lifetime warranty, providing long-term reliability and peace of mind. (Please see Lynkwell Ensure brochure)

EZ-Swap Faceplate™ Technology: Allows for customization, upgrades, or maintenance in less than five minutes, minimizing downtime and ensuring maximum uptime.

Manufactured in the USA: Assembled at our facility in Rotterdam, New York, ensuring quality and supporting local economies.

The XLynk™ combines durability, innovation, and simplicity, making it an ideal choice for Sourcewell members looking for long-lasting, high-performance charging solutions. (Please see the XLynk Brochure)

3. Extensive Hardware Portfolio and Customization

Lynkwell offers one of the most diverse and flexible catalogs of EV charging hardware, with options ranging from 32A Level 2 chargers to 400kW ultra-fast DCFC units. This breadth ensures that Sourcewell members can find tailored solutions for every need, including:

Fleet depots (Please see Fleet Offering Brochure)

Public transit systems

Workplace charging

High-traffic public areas

4. Innovative Software Solutions

Lynkwell's ViaLynk Network provides Sourcewell members with purpose-built features that simplify charging infrastructure management:

Real-Time Monitoring and Diagnostics: Proactively identifies and resolves issues to maximize uptime and minimize disruptions.

Dynamic Pricing and Load Management: Optimizes energy usage and revenue through intelligent pricing and electrical load balancing.

Comprehensive Reporting Tools: Simplifies compliance with government reporting requirements.

Interoperability and Roaming: Ensures seamless compatibility across hardware and networks with OCPP and OCPI compliance.

U.S.-Based Development Team: Guarantees security, quality, and future readiness with 100 percent of software development conducted domestically.

For more information please see our Software Brochure.

5. Cooperative Purchasing Expertise

Lynkwell has been a trusted Sourcewell vendor for more than five years, seamlessly integrating the cooperative purchasing framework into every aspect of our sales process. Our experienced sales team expertly utilizes the Sourcewell agreement to simplify procurement, delivering significant time and resource savings for members. The efficiency and flexibility of the Sourcewell agreement empowers members to deploy EV infrastructure quickly and effectively, without the complexities of lengthy RFP processes.

6. End-to-End Services for Seamless Implementation

Lynkwell provides a full suite of services to Sourcewell members, simplifying every stage of EV infrastructure deployment:

Dedicated Account Managers: Single points of contact for streamlined communication and project management.

Training and Support: Comprehensive training for site hosts, local tradespeople, and fleet operators to maximize station utilization and performance.

24/7 Customer Support: U.S.-based support ensures fast resolution of issues and ongoing customer satisfaction.

Local Contractor Engagement: Proactive Lynkwell-led training and support for local electricians and contractors, fostering community engagement and ensuring a knowledgeable workforce.

7. Commitment to Sustainability and Equity

Lynkwell is dedicated to advancing sustainability and equity in EV infrastructure through innovative design, manufacturing, and deployment practices. We prioritize the use of sustainable and recyclable materials in our XLynk chargers, featuring the EZSwap faceplate, which significantly reduces the need for full charger replacement in the event of maintenance issues. This innovative design minimizes waste while supporting regional economic growth through Buy America Build America-compliant solutions and reducing transportation emissions.

Our chargers integrate seamlessly with renewable energy sources like solar and wind, helping customers achieve net-zero energy goals while optimizing energy efficiency through advanced load management software.

Lynkwell also embraces circular economy practices, such as the EZ-Swap Faceplate™ technology, which extends product life cycles and minimizes waste. By focusing on equitable access, our solutions serve underserved and environmental justice communities. Aligned with ESG principles, Lynkwell supports clean energy transitions, workforce development, and transparency in sustainability reporting, driving inclusive EV adoption and a more sustainable future.

8. Industry Leadership and Collaboration

Lynkwell actively partners with industry leaders, utilities, and government agencies to stay at the forefront of EV technology and policy. Through participation in pilot programs and collaborative initiatives, we bring Sourcewell members access to the latest innovations in EV infrastructure, ensuring their solutions are always future-ready.

What Makes Lynkwell Unique?

At Lynkwell, we go beyond simply providing products and services. We build lasting partnerships with Sourcewell members, tailoring our solutions to meet their specific needs while delivering unmatched reliability, innovation, and support. Our unique combination of U.S.-based operations, cutting-edge technology, and a deep commitment to Sourcewell's mission ensures that we are not only a vendor but a trusted partner in electrification.

Describe all end-user payment methods offered for charging, as applicable.

Bid Number: RFP 021825

Lynkwell provides flexible and secure end-user payment methods designed to enhance convenience and accessibility for EV drivers while ensuring compliance with industry standards. Our comprehensive payment solutions are tailored to meet the diverse needs of Sourcewell members, allowing site hosts to implement user-friendly charging experiences that maximize station utilization.

1. Payment Options for Drivers

Lynkwell supports multiple payment methods to ensure drivers have convenient access to charging services, regardless of their preferences:

Credit and Debit Cards: Drivers can make payments using all major credit and debit cards, ensuring broad compatibility and ease of use.

Mobile Payment Integration: Our chargers support mobile payment platforms such as Apple Pay and Google Pay, providing seamless, contactless transactions.

RFID Cards: Lynkwell's platform enables drivers to authenticate and pay using RFID cards, offering a quick and reliable option for frequent users or fleet drivers.

Guest Charging Options: Lynkwell provides guest charging functionality, allowing unregistered users to access charging stations without requiring a network subscription or account. Drivers can initiate and pay for charging sessions via credit card, mobile app, or QR code, ensuring a smooth experience for occasional or traveling users.

Subscription Plans: Drivers can enroll in monthly subscription plans that provide predictable costs and tailored access to specific charging networks or locations.

Mobile App Payments: Lynkwell's user-friendly free mobile app allows drivers to locate stations, start and stop charging sessions, and pay directly through their smartphones, integrating navigation and payment into one convenient platform.

2. Site Host Customization

Site hosts have full control over payment configurations through Lynkwell's ViaLynk Network dashboard. This flexibility allows Sourcewell members to design payment methods that align with their operational needs and user demographics:

Dynamic Pricing: Implement time-of-use rates, demand-based pricing, or special tariffs for certain user groups to optimize station utilization and revenue.

Free Charging: Enable free charging for employees, guests, or specific events with customizable access controls.

Private Access Configurations: For controlled environments, such as corporate campuses or fleet depots, manage access and payment options based on user profiles or RFID authentication

For further information please see our Site Host brochure.

3. Secure and PCI-Compliant Transactions

Lynkwell's revenue management system adheres to Payment Card Industry (PCI) compliance standards, ensuring all transactions are secure and user data is protected. Payment terminals on our chargers are available in both local and cloud-based configurations, enabling real-time payment collection and seamless integration with the network.

4. Roaming and Interoperability

Lynkwell supports OCPI (Open Charge Point Interface) integrations, allowing drivers to pay and charge seamlessly across multiple networks through roaming partnerships with providers including Hubject and ChargeHub. This interoperability expands access to charging stations for drivers without requiring additional apps or accounts, making Lynkwell chargers accessible to a broader audience.

5. Prepaid Options for Fleets and Frequent Users

For fleet operators and frequent users, Lynkwell offers prepaid account management options, enabling easy budgeting and tracking of charging expenses. This feature is particularly beneficial for government agencies, corporate fleets, and educational institutions looking to streamline their charging operations. (See Fleet Offering Brochure)

6. AutoCharge Functionality

Lynkwell offers chargers that support AutoCharge, a feature that allows EVs to automatically authenticate and begin charging without requiring manual payment initiation. This streamlines the charging process for drivers and enhances the overall user experience.

Lynkwell's wide range of end-user payment methods ensures that Sourcewell members can offer secure, flexible, and convenient solutions for EV drivers. By combining cutting-edge

		technology with customizable payment options, Lynkwell provides an exceptional charging experience that meets the needs of both drivers and site hosts.	
50	Identify the data collected when your equipment, products, and services are accessed by an enduser.	Lynkwell's equipment, products, and services are designed to collect and utilize data in a secure and compliant manner to enhance performance, provide insights for site hosts, and ensure a seamless experience for end-users. All data collection complies with applicable privacy laws. Please see our Software Brochure.	
		1. Operational Data Collected	
		Operational data is gathered to monitor and optimize the functionality of Lynkwell's EV charging equipment and services, including:	
		Charging Station Information:	
		Station ID and location	
		Serial number and model of the charger	
		Charging plug type and power level	
		Charging Session Data:	
		Start and stop times of the session	
		Total session duration	
		Energy delivered (kWh)	
		Real-time charging status	
		System Health and Diagnostics:	
		Fault and error codes	
		Communication logs for network diagnostics	
		Firmware version and software updates applied	
		Network Performance:	
		Connectivity uptime	
		Load management data, including energy usage trends and grid interaction	
		2. End-User Data Collected	
		End-user data is collected to provide a personalized experience for drivers while ensuring secure and efficient charging:	
		User Authentication:	
		RFID card details (when required)	
		Mobile app account information (username, email, phone number)	
		Driver subscription and membership data, if applicable	
		Payment Information:	
		Billing history and session-specific charges	
		PCI-compliant transaction details for secure processing	
		Driver Session Data:	
		Session location and duration	
		Real-time notifications and alerts for session progress	
		3. Data Security and Privacy	1
		Lynkwell's platform is designed with best-in-class security features to ensure the protection of all operational and user data:	

Private Cloud Hosting: Lynkwell's platform is hosted in a secure private cloud environment, with external gateways protected by an AWS web access firewall.

CIS AWS Compliance: Our system adheres to 100 percent of the CIS AWS recommendations and the AWS Well-Architected Framework, ensuring a secure and resilient infrastructure.

Secure API Access: Each network request in our API is associated with a short-lived JSON web token with a custom attribute for network ID. This logical separation ensures requests are isolated by network, preventing cross-network data exposure.

External Portal Security: All external portals require username and password authentication with limited access scopes, reducing the risk of unauthorized actions.

Custom API Key Management: Networks can manage their API keys through Lynkwell's network management portal, allowing full control over third-party access. API keys can be created, revoked, or managed with a single click.

4. Data Use for Site Hosts

The data collected is shared with site hosts in an aggregated and secure format via Lynkwell's ViaLynk Network Dashboard. Site hosts can access insights such as:

Charging session usage reports (including energy consumption and revenue generation)

Real-time station performance and health monitoring

Limited driver information (upon driver opt-in)

Load and energy distribution data for demand response programs

For more information please see our Site Host brochure.

5. Privacy and Security

Lynkwell prioritizes end-user privacy and ensures that all data is collected, stored, and processed in accordance with stringent security protocols:

PCI Compliance: Ensures secure handling of payment and billing information

Anonymization: Redacts personally identifiable information (PII) where possible to protect user privacy

OCPP Security Standards: Provides secure communication between chargers and the network

Data Encryption: Protects sensitive information during transmission and storage

6. Additional Data for Fleet and Enterprise Solutions

For fleet operators and enterprise clients, Lynkwell collects and provides additional data to enhance operational efficiency:

Fleet vehicle charging data, including energy consumption and charging schedules

Depot charging status and usage trends

Utility interaction data for advanced energy management and load balancing

For additional information (Please see Fleet Offering Brochure)

51	Describe applicable data security	Lynkwell is committed to the highest standards of data security and privacy, ensuring the
	measures and identify any services performed outside the US or Canada, as applicable.	safety of all user and operational data collected through our EV charging infrastructure. All our operations, including software development, customer support, and network management, are conducted entirely within the United States. Lynkwell does not outsource any services to locations outside the U.S. or Canada, ensuring complete control over data handling and compliance with regional regulations.
		Lynkwell employs robust security protocols to protect all data collected and processed throug our equipment, software, and services. These measures align with industry standards, ensuring the confidentiality, integrity, and availability of sensitive data.
		a. Cloud Hosting and Infrastructure Security
		Private Cloud Hosting: Lynkwell's platform is hosted in a private cloud environment, ensuring secure access and reducing exposure to vulnerabilities.
		AWS Web Access Firewall: Every external gateway is protected by AWS's web access firewall, providing an additional layer of security against unauthorized access.
		CIS AWS Compliance: Our infrastructure adheres to 100 percent of the Center for Internet Security (CIS) AWS recommendations and the AWS Well-Architected Framework, ensuring a secure and resilient environment for data processing.
		b. Secure API Access and Logical Data Separation
		JSON Web Tokens (JWT): Each network request in our API is tied to a short-lived JSON web token with a custom attribute for network ID, logically isolating data by network and preventing unauthorized cross-network access.
		Custom API Key Management: Site hosts can manage API keys through our network management portal, allowing them to create, revoke, or modify third-party access with a single click.
		c. External Portal Security
		Username and Password Protection: All external portals require secure username and password authentication with limited access scopes to minimize the risk of unwanted actions
		Least Privilege Access Control: Lynkwell implements granular access controls, ensuring user can only access data and functionality relevant to their roles.
		d. Encryption Standards
		Data in Transit: All data transmitted between chargers, the network, and user interfaces is encrypted using industry-standard protocols, such as Transport Layer Security (TLS).
		Data at Rest: Sensitive information stored within Lynkwell's platform is encrypted to prevent unauthorized access or exposure in the event of a breach.
		e. Compliance and Privacy Standards
		PCI Compliance: Lynkwell's payment processing infrastructure complies with Payment Card Industry Data Security Standards (PCI DSS) to ensure secure transactions.
		OCPP Security Profile: Lynkwell's chargers support the Open Charge Point Protocol (OCPP Security Profile for secure communication between chargers and the network.
		2. Monitoring and Incident Response
		Real-Time Monitoring: Lynkwell employs continuous monitoring of system activity to detect arrespond to potential security threats proactively.
		Incident Response Plan: Lynkwell maintains a detailed incident response plan to address potential breaches or vulnerabilities promptly, ensuring minimal disruption and quick resolution
2	Demonstrate your capabilities around long-term stewardship of proposed equipment, products, or services offered such as maintenance, performance warranties and guarantees,	Lynkwell is deeply committed to the long-term stewardship of the equipment, products, and services we provide. Our comprehensive approach to maintenance, performance optimization warranties, and operational uptime ensures that Sourcewell members can rely on their EV charging infrastructure for years to come. By combining industry-leading warranties, 24/7 support, proactive maintenance strategies, and advanced performance monitoring, Lynkwell delivers solutions designed to maximize reliability, longevity, and user satisfaction.
	operational uptime, hardware warranties, and similar stewardship functions	1. Maintenance Capabilities

Bid Number: RFP 021825 Vendor Name: Livingston Energy Group, LLC

Lynkwell provides a wide-ranging suite of maintenance services tailored to the needs of Sourcewell members:

functions.

Proactive Preventive Maintenance:

Level 2 chargers: Inspections are conducted every six months to address common issues such as cable wear and damage.

DC fast chargers: Quarterly assessments ensure optimal performance, addressing highutilization wear points such as power modules and cooling systems.

Real-Time Monitoring and Diagnostics:

Our ViaLynk Network continuously monitors charging station performance remotely, providing real-time fault alerts and diagnostic data to identify and resolve issues before they impact users

Remote troubleshooting capabilities address most issues without requiring on-site service.

Field Service Coordination:

For hardware issues requiring on-site repairs, Lynkwell coordinates with a nationwide network of certified technicians and electricians to ensure rapid response and resolution.

Lynkwell Upgrade:

For qualifying service plans, clients can enjoy full coverage of outdated/defunct equipment with full charger replacements to newer updated models.

2. Operational Uptime

Lynkwell maintains 99.99 percent network uptime, supported by industry-leading performance management tools and robust hardware design:

Redundant Connectivity:

Chargers are equipped with multi-network SIM cards to ensure >98 percent connectivity uptime, even in areas with limited cellular coverage.

Over-the-Air Firmware Updates:

Remote updates ensure chargers remain operational and compliant with evolving standards, minimizing downtime and manual intervention.

Advanced Diagnostics:

Real-time communication logs and event monitoring provide actionable insights to maintain system health and performance.

3. Hardware Warranties and Guarantees

Lynkwell offers industry-leading warranties to protect Sourcewell members' investments and ensure long-term reliability:

Manufacturer's Warranty:

All Lynkwell products are backed by manufacturer warranties for the initial warranty period of one to two years.

Extended Warranty Options:

Lynkwell provides extended warranties for up to five years on various product models, offering Sourcewell members additional peace of mind and long-term protection for their EV infrastructure. (Please see Lynkwell Ensure brochure)

XLynk™ Lifetime Warranty:

The XLynk™ Level 2 charger comes with a lifetime warranty, the first of its kind in the industry, ensuring unparalleled reliability and uptime. (Please see Lynkwell Ensure brochure)

Comprehensive Parts and Labor Coverage:

Standard warranties include coverage for parts, labor, and repairs, ensuring fast resolution of any issues during the warranty period.

4. Long-Term Service Agreements

Lynkwell offers comprehensive service agreements to ensure seamless operations throughout the lifespan of the equipment:

24/7 U.S.-Based Support:

Our support team provides around-the-clock assistance to resolve technical issues, answer user inquiries, and ensure operational continuity.

Training for Local Technicians:

Lynkwell conducts training sessions for local tradespeople and site hosts to empower them with the knowledge to address basic maintenance needs and escalate complex issues efficiently.

Annual Maintenance Plans:

Customizable maintenance plans allow Sourcewell members to schedule regular inspections and proactive servicing to extend the lifespan of their chargers.

5. Sustainability and Equity

Lynkwell's commitment to sustainability ensures that Sourcewell members benefit from environmentally friendly solutions:

Energy Star Certification:

Select models are certified for energy efficiency, reducing operational costs and environmental impact.

Energy-Efficient Software Features: Lynkwell's proprietary software includes advanced load management capabilities that enable site hosts to optimize energy usage and reduce peak demand charges. These features not only enhance energy efficiency but also pass through sustainability benefits to customers by lowering operational costs and minimizing environmental impact.

Carbon Reduction in Operations: Our in-house project management team ensures that every deployment plan is designed to reduce unnecessary emissions. From site assessment to installation, Lynkwell's workflows emphasize efficiency in construction methods, material transport, and equipment utilization. Additionally, we leverage digital tools and remote monitoring to minimize the need for on-site interventions during maintenance and upgrades.

8. Proven Track Record

With thousands of EV chargers installed, Lynkwell has consistently demonstrated our ability to deliver reliable, high-quality EV infrastructure. Our proactive approach to stewardship ensures that Sourcewell members can trust their charging solutions to remain operational, efficient, and effective for years to come.

Lynkwell's commitment to long-term stewardship encompasses every aspect of our products and services, from industry-leading warranties to proactive maintenance and cutting-edge performance tools. By choosing Lynkwell, Sourcewell members gain a trusted partner dedicated to the longevity and success of their EV infrastructure.

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)	© Yes	While Lynkwell is not a MBE, we have MBE's in our network of partners that we contract with across the country.	k.
54		Women Business Enterprise (WBE)	F Yes○ No	While Lynkwell is not a WBE, we have WBE's in our network of partners that we contract with across the country.	k
55		Disabled-Owned Business Enterprise (DOBE)	€ Yes C No	While Lynkwell is not a DOBE, we have DOBE's in our network of partners that we contract with across the country.	k
56		Veteran-Owned Business Enterprise (VBE)	© Yes	While Lynkwell is not a VBE, we have VBE's in our network of partners that we contract with across the country.	k
57		Service-Disabled Veteran-Owned Business (SDVOB)	© Yes C No	While Lynkwell is not a SDVOB, we have SDVOB's in our network of partners that we contract with across the country.	k
58		Small Business Enterprise (SBE)	© Yes ○ No	While Lynkwell is not a SBE, we have SBE's in our network of partners that we contract with across the country.	k
59		Small Disadvantaged Business (SDB)	© Yes ○ No	While Lynkwell is not a SDB, we have SDB's in our network of partners that we contract with across the country.	k
60		Women-Owned Small Business (WOSB)	© Yes ○ No	While Lynkwell is not a WOSB, we have WOSB's in our network of partners that we contract with across the country.	k

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
61	Describe your payment terms and accepted payment methods.	Net 30 is the standard term for typical clients. Extended terms may be available depending on creditworthiness. Lynkwell accepts a variety of payment methods including credit card, ACH, check payments, and P-card procurement and payment process.	*
62	Describe any leasing or financing options available for use by educational or governmental entities.	Lynkwell offer's different payment options for the products listed on pricing. These options include charging as a service, equipment leasing, and financing options. These options will vary by product and are available to all sourcewell members.	*
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.	Please see our attached sample proposal and order fulfillment form.	*
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, we fully support the P-card procurement and payment process. There are no additional costs for Sourcewell participating entities utilizing this 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.	All products come with a discount, even for single unit orders. Lynkwell also offers volume discounts in addition to the standard discounts which range from 5 to 40 percent off of MSRP.	*
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.	Lynkwell is offering a range of discounts which varies by product and service. Generally those discounts range from 5 percent to 40 percent off of MSRP. We also volume discounts up to 50%.	*
67	Describe any quantity or volume discounts or rebate programs that you offer.	Lynkwell can assist sourcewell members in acquiring federal, state, and utility grands and incentives. Our volume discounts vary by product and can be up to 50%.	*
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.	Cost plus 12% for "sourced goods".	*
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 predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Activation costs, configuration costs, commissioning costs. Those costs are passed through from the manufacturer of the products. Those costs are identified and listed on our pricing sheet, based on the current costs provided by the manufacturer. These price lines are at costs and are not marked up by Lynkwell.	*
70	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping is a pass through cost determined at the time of shipment. Customers can request different form of shipping based on their preference of cost and speed.	*
71	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping to those territories is handled the same as the lower 48 states of the USA. The goods are FOB and are subject to excise taxes where they apply.	*
72	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Customers can pick up the products at our facility for no additional charge. In the event of a large order product can be pre-positioned at our distributors for strategic delivery. We can also arrange for temporary storage if that is required.	*
73	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Lynkwell is committed to maintaining full compliance with our Sourcewell agreement by implementing a structured self-audit program that ensures participating entities receive the correct pricing, contract terms, and service levels. Our internal audit process is designed to provide transparency, accuracy, and consistency across all transactions, reinforcing our commitment to fair and reliable procurement practices.	*
		Each order is reviewed by our internal contract compliance team to verify alignment with Sourcewell-approved pricing structures before invoicing. Our contract compliance team oversees adherence to Sourcewell contract requirements, ensuring all Sourcewell transactions follow the agreed-upon pricing and terms. Lynkwell maintains documentation of all Sourcewell-related orders, including pricing confirmations, contract terms, and customer communications.	

			_
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.	If awarded a renewed Sourcewell agreement, Lynkwell will track key internal metrics to evaluate the effectiveness of the contract, measure our engagement with Sourcewell members, and ensure continuous improvement in delivering EV charging solutions. These metrics will provide valuable insights into contract performance, customer satisfaction, and overall impact on the expansion of EV infrastructure. Some of those metrics are:	
		1. Sourcewell Member Engagement and Utilization	
		Number of Participating Entities: Tracking the total number of Sourcewell members utilizing the contract to measure adoption and reach.	
		Contract Awareness and Inquiries: Monitoring inbound inquiries, quotes, and proposal requests from Sourcewell members to gauge interest and engagement.	
		Conversion Rate: Measuring how many initial inquiries or proposals convert into executed contracts and deployments.	
		2. Sales and Deployment Performance	
		Total Revenue and Growth Rate: Evaluating year-over-year revenue generated through the Sourcewell contract to assess financial impact.	
		Units Sold: Tracking the number of Level 2 and DCFC chargers sold and deployed under the agreement.	*
		Average Project Size: Analyzing the scale of projects to understand trends in purchasing behavior.	Î
		Repeat Business and Expansion: Measuring the number of returning Sourcewell members who add additional chargers or expand their infrastructure over time.	
		Marketing and Outreach Effectiveness	
		Sourcewell-Specific Marketing Campaigns: Tracking engagement with targeted campaigns, webinars, and outreach initiatives promoting the contract.	
		Trade Show and Event Participation: Measuring engagement at industry events where Sourcewell members are present.	
		Co-Branded Content Performance: Evaluating the effectiveness of educational materials and marketing developed in collaboration with Sourcewell.	
		By tracking these metrics, Lynkwell will continuously optimize its approach to maximize the success of the Sourcewell agreement, drive EV adoption, and provide an exceptional experience for Sourcewell members.	
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.	Lynkwell will continue to carry the 2% administrative fee that we had for our previous sourcewell awarded contract.	*

Table 6B: Pricing Offered

Lin	The Pricing Offered in this Proposal is: *	Comments
76	contracts, or agencies.	Please see our pricing sheet. All products have a discount from MSRP ranging from 4% to 40%. We also offer volume discounts up to 50%.

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.	Lynkwell offers a complete suite of products and services to support the deployment, management, and operation of electric vehicle (EV) charging infrastructure. Since 2016, Lynkwell has collaborated with utilities, government agencies, municipalities, institutions, developers, and private organizations to deliver reliable and innovative charging solutions. Our commitment to sustainability and innovation empowers Sourcewell members to adopt cutting-edge EV technologies that meet their unique needs.	
		A Hardware Catalog for Every Need	
		Lynkwell offers one of the industry's most diverse selections of EV charging equipment, ensuring the right solution for every application:	
		XLynk™ Level 2 Charger: The only Level 2 commercial charger in the industry with a lifetime warranty, featuring EZ-Swap Faceplate™ technology for quick customization and easy maintenance.	
		Level 2 Chargers: Models ranging from 32A to 80A, with Energy Star-certified options for workplace, residential, fleet, and public use cases.	
		DC Fast Chargers (DCFC): Power levels from 50kW to 400kW, designed for high-demand environments such as highway corridors, transit hubs, and fleet depots.	
		This extensive hardware range enables Lynkwell to address all charging needs, from single-site installations to multi-location deployments, with future-proof designs that allow for seamless expansion.	
		Comprehensive Services to Support Every Stage	
		Lynkwell's full-service approach ensures that Sourcewell members have access to everything they need to deploy and maintain their EV infrastructure successfully:	
		Site Preparation and Installation:	
		ADA-compliant designs and assessments tailored to specific site needs.	
		Turnkey installation services performed by certified professionals.	
		Ongoing Maintenance and Support:	
		Preventive maintenance programs and real-time diagnostics ensure maximum uptime.	
		24/7 U.Sbased support for both site hosts and EV drivers.	
		Customized Training and Education:	
		Training tailored to the needs of each site, including hardware operation, software navigation, and troubleshooting techniques.	
		Support for local contractors and electricians to empower communities.	:
		Flexible, Future-Ready Software	
		Lynkwell's ViaLynk Network provides a flexible, hardware-agnostic platform for managing EV charging infrastructure:	
		Real-Time Management: Monitor station performance, set pricing structures, and control energy usage with ease.	

		Advanced Revenue Tools: Support for dynamic pricing, demand response participation, and flexible payment options, including guest charging. Interoperability: OCPP and OCPI compliance ensures seamless integration with existing infrastructure and roaming networks. Sustainability Features: Integration with renewable energy sources and battery systems supports Sourcewell members' environmental goals. For more information please see our Software Brochure.
		Scalable and Customizable Solutions Lynkwell's unmatched flexibility allows Sourcewell members to scale their EV infrastructure according to their specific needs:
		Fleet Solutions: Charging systems designed to support large fleets, with scheduling tools and custom reporting. (See Fleet Offering Brochure)
		Public and Private Charging: Configurable options for controlled access in residential, workplace, and campus environments.
		Future-Proofing: Modular hardware designs and pre-installed infrastructure ensure easy upgrades and expansion as EV adoption grows.
		A Trusted Partner for Diverse Needs
		With our extensive product offerings and personalized service approach, Lynkwell is uniquely positioned to serve Sourcewell members across all sectors. Our flexibility enables us to address the distinct needs of every customer, whether it's deploying high-power DCFCs for transit hubs, installing Level 2 chargers for municipal fleets, or providing refurbished units for budget-conscious projects.
		By combining the industry's most diverse hardware catalog with robust software and unmatched service, Lynkwell delivers EV charging solutions that are as flexible and innovative as the needs of Sourcewell members. We look forward to continuing to serve Sourcewell and its members with scalable, sustainable, and high-quality EV infrastructure.
78	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The subcategories Lynkwell will be using for our products and services will be: 1. Universal Solutions and 2. Lynkwell Equipment Solutions.
79	Demonstrate your experience and capabilities installing and supporting Level 3 DC Fast Chargers	Lynkwell has extensive experience in the installation and ongoing support of Level 3 DC Fast Chargers (DCFCs), actively self-performing hundreds of installations across the United States. Our team handles the entire deployment process, from site selection and infrastructure planning to installation, commissioning, and long-term maintenance. With a nationwide network of certified electricians and field service technicians, as well as in-house project management and technical support teams, Lynkwell ensures that every DCFC installation meets the highest standards of reliability, efficiency, and compliance. Our proactive monitoring and maintenance programs further guarantee optimal uptime and performance, reinforcing our commitment to providing seamless, high-powered charging solutions for fleets, municipalities, and commercial site hosts.

Demonstrate the capabilities of proposed equipment, products, or services in regard to Charger-to-Charger Network Communication, Charging Network-to-Charging Network-to-Grid Communication, and Charging Network-to-Grid Communication. Lynkwell's proposed solutions leverage industry-standard protocols to ensure seamless, data accessibility, system interoperability, session transparency and accuracy, and efficient communication across various layers of EV charging infrastructure. Charger-to-Charger Communication (OCPP): Our chargers utilize the Open Charge Point Protocol (OCPP), which allows for robust and flexible communication between charging stations. This protocol facilitates key functions such as real-time monitoring, firmware updates, remotoring, and dynamic pricing, ensuring that our chargers can interoperate within a wide range of charging networks. Charging Network-to-Network Communication (OCPI): Lynkwell's chargers are fully compatible with the Open Charge Point Interface (OCPI), allowing for seamless communication between different charging networks. Through our collaboration with Hubject and Chargeflub, we comply with the OCPI 2.2.1 standard, enabling network roaming, data exchange, and interoperability across multiple service providers. This ensures that drivers can access and pay for charging services across different networks with ease, further enhancing the user experience. Network-to-Grid Communication (Open ADR 2.0B): Lynkwell's network is Open ADR 2.0B certified, supporting demand response (DR) capabilities and enabling smart grid integration. This standard allows our chargers to communicate with utility networks, enabling dynamic load management and participation in grid-balancing programs. By optimizing energy consumption based on real-time grid conditions, Lynkwell contributes to grid stability and supports our customers' sustainability goals. These capabilities ensure that Lynkwell's solutions are future-proof, scalable, and			
	80	equipment, products, or services in regard to Charger-to-Charger Network Communication, Charging Network-to-Charging Network Communication, and Charging Network-to-Grid	seamless, data accessibility, system interoperability, session transparency and accuracy, and efficient communication across various layers of EV charging infrastructure. Charger-to-Charger Communication (OCPP): Our chargers utilize the Open Charge Point Protocol (OCPP), which allows for robust and flexible communication between charging stations. This protocol facilitates key functions such as real-time monitoring, firmware updates, remote troubleshooting, and dynamic pricing, ensuring that our chargers can interoperate within a wide range of charging networks. Charging Network-to-Network Communication (OCPI): Lynkwell's chargers are fully compatible with the Open Charge Point Interface (OCPI), allowing for seamless communication between different charging networks. Through our collaboration with Hubject and ChargeHub, we comply with the OCPI 2.2.1 standard, enabling network roaming, data exchange, and interoperability across multiple service providers. This ensures that drivers can access and pay for charging services across different networks with ease, further enhancing the user experience. Network-to-Grid Communication (Open ADR 2.0B): Lynkwell's network is Open ADR 2.0B certified, supporting demand response (DR) capabilities and enabling smart grid integration. This standard allows our chargers to communicate with utility networks, enabling dynamic load management and participation in grid-balancing programs. By optimizing energy consumption based on real-time grid conditions, Lynkwell contributes to grid stability and supports our customers' sustainability goals.

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.

approach to EV charging infrastructure.

capable of integrating with diverse ecosystems, providing a flexible and efficient

■ 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	€ Yes € No	Please refer to our pricing sheet.	*
82		Services related to the offering of electric vehicle charging hardware, including maintenance, repair, parts, supplies, and training	© Yes ○ No	Please refer to our pricing sheet.	*
83		Site assessment, site preparation and materials, and installation services related to electric vehicle charging hardware	© Yes ○ No	Please refer to our pricing sheet.	*
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	© Yes ○ No	Please refer to our pricing sheet.	*
85		Category 1 responders MAY include off-grid (Category 2) solutions in their response, are you proposing Category 2 equipment?	© Yes C No	Please refer to our pricing sheet.	*

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	C Yes C No		*
87		Services related to the offering on electric vehicle charging hardware, including maintenance, repair, parts, supplies, and training	C Yes C No		*
88		Site assessment, site preparation and materials, and installation services related to electric vehicle charging hardware	C Yes C 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	C Yes		*
90		Category 2 responders may ONLY offer solutions capable of operating off-grid	C Yes C 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 *
	C Yes
	€ 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-Pricing 2025 (1).xlsx Tuesday February 18, 2025 11:28:13
- Financial Strength and Stability WEP Letter 2025.pdf Tuesday February 18, 2025 11:44:40
- Marketing Plan/Samples Marketing Documents.zip Tuesday February 18, 2025 12:59:59
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples Lynkwell Transaction Documents.zip Tuesday February 18, 2025 11:30:46
- <u>Upload Additional Document</u> Lynkwell Brochures.zip Tuesday February 18, 2025 07:48:56
- 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. Schuyler Poukish, CEO, Livingston Energy Group, LLC d/b/a Lynkwell

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.

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	₩.	2
Addendum_7_Electric_Vehicle_Supply_Eqpt_RFP 021825 Fri February 7 2025 03:13 PM	₩.	2
Addendum_6_Electric_Vehicle_Supply_Eqpt_RFP 021825 Thu February 6 2025 08:02 AM	₩.	1
Addendum_5_Electric_Vehicle_Supply_Eqpt_RFP 021825 Fri January 31 2025 02:11 PM	₩	1
Addendum_4_Electric_Vehicle_Supply_Eqpt_RFP 021825 Mon January 27 2025 04:16 PM	₩.	1
Addendum_3_Electric_Vehicle_Supply_Eqpt_RFP 021825 Thu January 23 2025 03:27 PM	⋈	2
Addendum_2_Electric_Vehicle_Supply_Eqpt_RFP 021825 Wed January 22 2025 03:23 PM	▽	1
Addendum_1_Electric_Vehicle_Supply_Eqpt_RFP 021825 Mon January 6 2025 03:00 PM	₩.	1