



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

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Siemens Industry, Inc., 1000 Deerfield Parkway, Buffalo Grove, IL 60089 (Supplier).

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

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

Article 1:
General Terms

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

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

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

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

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

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. The warranties do not apply to software furnished by Supplier. The sole and exclusive warranties for any software are set forth in the applicable Software License. If the Included Solutions fail to meet the warranty standards set forth in Article 1.13(iii) within the applicable warranty period defined herein, and Sourcwell or the Participating Entity (as applicable) promptly reports such non-conformance to Supplier during the above mentioned warranty period, Supplier shall at its own expense as Sourcwell or the Participating Entity's (as applicable) sole and exclusive remedies for breach of the warranties: (i) for services, re-perform the relevant services or, in Supplier's sole discretion, refund Sourcwell or the Participating Entity (as applicable) the pro rata portion of the fees paid to Supplier under this Agreement allocable to the nonconforming services; and (ii) for products or equipment, at Supplier's discretion, repair or replace the products or equipment, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced products or equipment or parts is limited to the remainder of the original warranty period. In addition, Supplier warrants the equipment, products, and services are suitable for and will perform in accordance with the ordinary use for which they are intended as set forth in the manufacturer's product documentation. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Supplier's warranty will be passed on to the Participating Entity to the extent legally permissible. Unless Supplier agrees otherwise in writing, Sourcwell or the Participating Entity (as applicable) will be responsible for any costs associated with: (i) gaining access to the equipment, product or

services; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Supplier to perform its warranty obligations; (iii) transportation to and from the Supplier factory or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Sourcewell or the Participating Entity (as applicable) with Article 2.B or from their deteriorated condition. All exchanged Products replaced under this warranty will become the property of Supplier.

Sourcewell or the Participating Entity (as applicable) must provide written notice of any claims for breach of the Warranties by: (i) for services, within three (3) months from completion of the Services; and (ii) for equipment or product, the earlier of twelve (12) months from initial operation of the equipment or Product or eighteen (18) months from shipment. Additionally, absent written notice within the applicable warranty period, any use or possession of the equipment, product or services after expiration of the applicable warranty period is conclusive evidence that the applicable warranties have been satisfied. THE WARRANTIES IN THIS ARTICLE 13.iii. ARE SUPPLIER'S SOLE AND EXCLUSIVE WARRANTIES AS TO SUPPLIER EQUIPMENT, PRODUCTS AND SERVICES. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

- 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.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient

must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

- x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to reasonably 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. Either party 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, provided that it provides written notification to the other party of such assignment and identifies the assignee. 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 alleging bodily injury, death or damage to a third-party's tangible property, caused by Supplier's negligent acts or omissions. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. No part of Sourcewell and/or its Participating Entities' site or other property thereof is considered third-party property. Warranty remedies are the exclusive ones for claims of property damages resulting from alleged breaches of the required warranties hereunder. The indemnitee must provide the Supplier with prompt written notice of any third-party claims covered by this Article. Supplier is not liable for any type of indirect, special, liquidated, exemplary, collateral, incidental or consequential damages. These limitations of liability are effective even if Supplier has been advised by buyer of the possibility of such damages.

- 18) **Data Practices.** To the extent required by applicable law, Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
 - c) **Use; Quality Control.**
 - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
 - d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and

the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further

provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcwell 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.** Sourcwell 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.** Either party may terminate this Agreement upon providing written notice of material breach to the other party. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

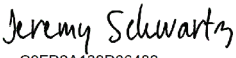
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and

timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

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

021825-SIE

Signed by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer


Date: 11/5/2025 | 11:44 AM CST

Signed by: nc.

A96F615E1FFA463...

By: _____
Greg Metayer
Title: Head of Offer Management

Date: 11/5/2025 | 9:11 AM CST

Signed by:

B4CE9CAEB496494...

By: _____
Zulieme Lacsamana
Title: Business Controlling Manager

Date: 11/5/2025 | 9:52 AM CST

RFP 021825 - Electric Vehicle Supply Equipment with Related Services

Vendor Details

Company Name: Siemens Industry, Inc.

Does your company conduct business under any other name? If yes, please state: Siemens Government Technologies, Inc.

Address: 1000 Deerfield Parkway
Buffalo Grove, IL 60089-4547

Contact: Toni Stoddard

Email: toni.stoddard@siemensgovt.com

Phone: 703-689-1472

HST#: 13-2762488

Submission Details

Created On: Tuesday December 31, 2024 09:13:24

Submitted On: Tuesday February 18, 2025 09:11:12

Submitted By: Toni Stoddard

Email: toni.stoddard@siemensgovt.com

Transaction #: ff2d3179-e6ab-4083-8801-242e71d34f9e

Submitter's IP Address: 147.243.54.237

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. | Siemens Industry, Inc. | * |
| 2 | In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N. | Y | * |
| 3 | Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell). | None | * |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | 1HLQ3 | * |
| 5 | Provide your NAICS code applicable to Solutions proposed. | 236220 | * |
| 6 | Proposer Physical Address: | 1000 Deerfield Parkway, Buffalo Grove, IL 60089 | * |
| 7 | Proposer website address (or addresses): | www.siemens.com/us | * |
| 8 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer): | Beverly Lester, Sr. Manager Support Services - Contracts, 1000 Deerfield Parkway, Buffalo Grove, IL 60089 Email: beverly.lester@siemensgovt.com phone: 571-379-1092 | * |
| 9 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Toni Stoddard, Contracts Manager, 1000 Deerfield Parkway, Buffalo Grove, IL 60089 Email: toni.stoddard@siemensgovt.com Phone: 703-689-1472 | * |
| 10 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Beverly Lester, Sr. Manager Support Services - Contracts, 1000 Deerfield Parkway, Buffalo Grove, IL 60089 Email: beverly.lester@siemensgovt.com phone: 571-379-1092 | * |

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. | Siemens is a global innovator focusing on digitalization, electrification, and automation for the process and manufacturing industries and is a leader in power generation and distribution, intelligent infrastructure, and distributed energy systems. For more than 160 years, the company has developed technologies that support multiple American industries including manufacturing, energy, healthcare, and infrastructure. Major sectors for the business include Industry, Infrastructure and Cities, Energy, Healthcare, Siemens Financial Services, and "others" (Corporate Research, Real Estate, Consultancy, and Siemens Foundation). We are an industry leader in mobility systems, energy, building technology (automation, fire and security, control products, and Systems). Siemens Smart infrastructure supports the way we all want to live – happily, comfortably, sustainably, and in harmony. It supports the way industry and organizations want to be – efficient, responsible, and smarter. This link has more details: https://www.siemens.com/us/en/company.html | * |

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| 12 | What are your company's expectations in the event of an award? | Siemens' use of the Sourcewell contract will continue to be promoted internally to the sales teams and externally with our Sourcewell participating members. Our sales teams will be trained to lead with the benefits of using a pre-awarded contract, specifically Sourcewell, with negotiated terms and conditions to include pricing. If awarded a Sourcewell contract, there will be a renewed emphasis on increasing the utilization of the Contract through our training and marketing approaches. | * |
| 13 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION. | Siemens Industry, Inc. (SII) is not a publicly traded company and does not release separate company financial statements. SII is a subsidiary member of the Siemens AG corporate group - a multi-national, multibillion-dollar company whose shares are listed on the Deutsche Boerse (Exchange) of Germany. As such, Siemens AG prepares audited and consolidated financial statements. A copy of Siemens AG most recent annual report including the audited financial statements is included and can be found and downloaded by visiting the following link: https://www.siemens.com/global/en/company/investor-relations/events-publications-ad-hoc/annualreports.html | * |
| 14 | What is your US market share for the Solutions that you are proposing? | 180kW DC charging (in-depot charging Transit) = 30-40% DC Fleet Charging = <5% AC and Public charging = <5% | * |
| 15 | What is your Canadian market share for the Solutions that you are proposing? | 180kW DC charging (in-depot charging Transit) = 5-15% AC and Public charging = <5% | * |
| 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. | There are no current or past bankruptcies. Siemens will disclose such information to Sourcewell during the pendency of the RFP evaluation should this occur. | * |
| 17 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | b) Siemens is a leading manufacturer of EV charging hardware and a developer of software platforms for charger monitoring and control. Additionally, Siemens collaborates with other software companies to support fleet and public charging solutions. Siemens offers comprehensive services for its products, including design, installation, service, repair, and maintenance, covering a wide range of technical disciplines. Backed by a team of thousands of skilled professionals, Siemens ensures reliable service and support to meet customer needs. | * |
| 18 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | Siemens' personnel are certified in accordance with industry standards and state requirements which are required for sales, service, design, and commissioning of Electric Vehicle Charging Systems. Management, engineering, and designer certifications include but are not limited to: <ul style="list-style-type: none"> • PE – Professional Engineer • PMP – Project Management Professional • PM @ Siemens Certification • OSHA 30 Certification • OSHA 1910 Certification • OSHA 1926 Certification • NFPA 70 Electrical Safety • ISO 9001, ISO 14001, ISO 27001, ISO 45001 | * |
| 19 | Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation. | Not Applicable. Siemens has never been debarred or suspended. | * |
| 20 | Describe any relevant industry awards or recognition that your company has received in the past five years. | Siemens has received multiple recognitions for its innovation and corporate culture. Please visit the following link for more information: https://www.siemens.com/us/en/company/press/siemens-stories/usa/siemens-usa-recognized-for-innovation-culture.html | * |
| 21 | What percentage of your sales are to the governmental sector in the past three years? | Siemens eMobility has sold ~60% to the governmental sector in the past three years. | * |

| | | | |
|----|--|--|---|
| 22 | What percentage of your sales are to the education sector in the past three years? | Siemens eMobility has sold less than 5% into the education sector in the past three years. | * |
| 23 | List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreements over the past three years? | New York Office of General Services (NYOGS) 2022: \$11M 2023: \$13M 2024: \$15M Sourcewell: 2022: \$10,201,598.83 2023: \$41,047,959.91 2024: \$53,847,650.83 | * |
| 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? | GSA 2022: \$49,695,073 2023: \$48,203,821 2024: \$60,217,676 | * |

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 * | |
|--|----------------|----------------|---|
| Long Beach Transit | Claudio Molino | 562-489-8473 | * |
| Dallas Fort Worth International Airport | Moawya Allaham | 972-973-3639 | * |
| Washington Metropolitan Area Transit Authority | Amy Mesrobian | 202-740-7912 | * |

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

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

| Line Item | Question | Response * | |
|-----------|--|---|---|
| 26 | Sales force. | Siemens has a broad and geographically dispersed sales and support organization that covers the U.S. Siemens employs over 9,000 sales and 3,100 support personnel across 100+ sales offices in the United States. Coverage is dispersed across Alaska (3 sales offices) and the continental United States (87 sales offices). The U.S. market is covered through 8 distinct zones including an Enterprise Zone, one focused on Energy Performance Contracting, and the Siemens Government Technologies, Inc. (SGT) entity. Each zone has a separate mechanical, automation, electrical, energy, fire safety, and security organization with sales and support personnel dedicated and trained in each of the business lines. | * |
| 27 | Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods. | In addition to the Siemens' business units and sales offices, there are multiple distributors who represent Siemens in different markets like construction and industrial. Utility-based customers are primarily represented by the Siemens' Business unit. We have some value-added partners to whom we sell our chargers who provide value-add from a Fleet management perspective. This vast network of distributors and Value-Added Partners (VAPs) is managed by a team dedicated to tracking sales, technical certifications, and regional coverage. Siemens will not use contract dealers or resellers to represent Siemens on the Sourcewell contract. | * |
| 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. | Our proposal may include the delivery of services through prequalified subcontractors to ensure efficient support for EV chargers. Subcontractors are selected based on their technical expertise, experience with EV infrastructure, compliance with industry standards, and ability to meet our quality and service expectations. Our prequalification process may evaluate subcontractors based on factors such as certifications, past performance, safety records, and service capabilities, depending on the specific requirements of the project. Additionally, field service partners can enhance their skill sets through Siemens University's online certification courses, ensuring they meet the necessary technical and service standards. In the event of a contract award, Siemens may utilize these prequalified subcontractors that are selected based on project requirements, geographic coverage, and specific service needs. This approach ensures reliable and high-quality service delivery. | * |

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|----|---|--|---|
| 29 | Service force. | Siemens maintains a nationwide service force of qualified and trained technicians capable of providing comprehensive support. Our team is equipped to handle maintenance, repairs, and system optimization, ensuring minimal downtime. We offer tailored Service Level Agreements (SLAs) and flexible maintenance options to meet the unique needs of each customer, delivering reliable and efficient service across all locations. | * |
| 30 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | For the Sourcewell Contract, we will not utilize distributors or dealers. Sourcewell Contract orders will be managed directly between Siemens and the participating entity. Pricing will be reviewed in collaboration with Siemens Government Technologies, which ensures compliance with the Sourcewell Contract. Orders will be received and processed by our Order Management team, after which a dedicated Project Manager will be assigned. The Project Manager will oversee the project, ensuring the delivery of products and services aligns with the defined scope and timeline. | * |
| 31 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | <p>Level I Technician Support (60-80% of eMobility field service workload)</p> <ul style="list-style-type: none"> •Electrician skill set (basic understanding of IEC/NEC/IEEE electrical standards. Licensed electricians preferred, or Siemens trained electrical technician) •Work to be performed in de-energized state, per Siemens EHS guidelines •LOTO of upstream feeder protection equipment, performed by others, but confirmed by Siemens technician •Able to support eMobility product installation oversight (mechanical & electrical termination) •Able to support eMobility product commissioning, but requires remote support from Siemens teams for test validation or issue diagnosis •Trained in specialty software and industrial communication hardware support •Travels with own basic electrical tools & materials •Able to pull log files, analyze data, and make corrective changes to each system with remote support from R&D/Engineering teams, as needed •Completes field commissioning test logs, generates complete test report, and independently validates commissioning completion •Carries a laptop, pre-loaded with the various eMobility software tools needed for debug and testing •Able to follow preventative maintenance guidelines without remote support <p>Level II Technician Support: (10-15% of eMobility field service workload)</p> <ul style="list-style-type: none"> •Includes all items in Lvl I support, and can act as a regional training leader for peers in Siemens •Pre-requisite of OTJ training for troubleshooting with remote support from a level 2/3 tech - At least 3 different sites and review by level 3 •Additional digital/software competency above level 1 criteria. Ex. uploading changed software/programming, changing from single dispenser to multi-dispenser. •Able to pull log files, analyze data, and make corrective changes to each system without remote support. •Can remain on standby to support customer field validation and testing, and can make field modifications at approved customer direction, as needed •Can be dispatched for critical warranty issue resolution, after indirect phone (lv1/2) tech support fails to assist in customer led repairs <p>Level III Technical Support: (<5% of eMobility field service workload)</p> <ul style="list-style-type: none"> •Includes all items in Lvl II support, and acts as a regional subject matter expert for remote issue resolution •Is able to help resolve issues in customer's extended electrical infrastructure (breaker coordination, switchgear interoperability, etc) but is not liable for repairs for non-Siemens equipment •Ability to update OCPP and manage digital services (DepotFinity, Data Plans, Customer/Third Party Platforms) •Ability to navigate SieOps and other internal Siemens tools •Familiar with local and national electrical code, and could be called upon to act as a site project manager for larger field installations •Has the ability to provide field service training to levels 1 and 2. •Additional digital/software competency above level 2 criteria. Ex. SBL Uploader •Ability to remote into chargers <p>Depot360-Specific Service Support</p> <p>Depot360 Managed Services provides 24/7 customer support through the Network Operations Center (NOC). Our service response procedure includes:</p> <ul style="list-style-type: none"> • Proactive and Reactive Support: The NOC actively monitors charging infrastructure for faults, and customers can also submit support tickets via phone or email. • Incident Resolution: A first qualified response is provided within four (4) hours, with continuous updates until resolution. • Remote Corrective Maintenance: Siemens technicians perform remote troubleshooting and software-based fixes where applicable. • Quarterly Reviews: Customer Success Managers conduct performance evaluations to enhance service efficiency. | * |

| | | | |
|----|---|--|---|
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities. | We are fully capable and willing to provide our products and services to Sourcewell participating entities. With a nationwide network and a dedicated team of professionals, we ensure timely delivery of high-quality EV charging products and comprehensive support services. Our flexible service offerings, including tailored maintenance programs and Service Level Agreements (SLAs), are designed to meet the unique needs of participating entities. | * |
| 33 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | We are fully capable and willing to provide our products and services to Sourcewell participating entities across Canada. Our extensive network of qualified professionals and partnerships ensures seamless delivery and maintenance of our products nationwide, meeting the specific needs of Canadian entities efficiently and reliably. | * |
| 34 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement. | There are no areas in the US or Canada we cannot service. We have a geographically dispersed sales and support organization that covers the U.S. Siemens employs over 9,000 sales and 3,100 support personnel across 100+ sales offices in the United States, including Canada. | * |
| 35 | Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this. | All Participating Entities will have full access to our solutions if awarded an agreement. There are no account types that we would restrict or exclude from accessing our products and services. | * |
| 36 | Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | There are no specific requirements or restrictions that would apply to participating entities in Hawaii, Alaska, or in US territories. | * |
| 37 | Will Proposer extend terms of any awarded master agreement to nonprofit entities? | Yes | * |
| 38 | Describe the process for installation of your products and services and explain the method of quotation, as applicable. | <p>We specialize in providing high-quality EV chargers along with software and support services. To meet installation needs, we partner with qualified contractors and Engineering Procurement and Construction (EPC) firms or can collaborate with your preferred installer or EPC. Our trusted network of experienced partners adheres to strict quality and safety standards for all installations.</p> <p>The process begins with a site assessment conducted by Siemens or through third-party partners to evaluate feasibility and define project requirements.</p> <p>Following the assessment, we collaborate with our installation partners to prepare a detailed quotation that includes labor, materials, and any required permits. This ensures a transparent and accurate proposal for the participating entity. Siemens remains actively involved throughout the process, coordinating with partners to ensure seamless product delivery and integration.</p> <p>Depot360-Specific Process Depot360 focuses on charging infrastructure management and remote services, during onboarding:</p> <ul style="list-style-type: none"> • Site Assessment and Onboarding: Depot360 AI integrates with customer charging stations after an initial site data collection. • Onboarding Support: Siemens provides a standardized Onboarding Databook for customers to complete, ensuring compatibility and proper setup. • Configuration: Depot360 AI software is configured remotely for smart charging, energy management, and monitoring. • Quoting Method: Pricing is structured based on a Starter Package model with optional add-ons for advanced fleet management. | * |
| 39 | Demonstrate your capabilities to provide solutions offered by providing a list of significant government, public agency, or similar entity projects completed in the past five (5) years. | <p>Siemens team is proud to announce our selection by the United States Postal Service (USPS) in March of 2023 as an EV charging infrastructure provider for their fleet electrification efforts. The USPS' commitment to electrify the country's largest and oldest federal fleet will have a substantial impact on greening our transportation sector largest and most experienced providers of EV fleet charging equipment, Siemens stands ready for the task at hand.</p> <p>Our work to supply the USPS with innovative EV charging stations will contribute to our goal to manufacture 1,000,000 EV chargers for the U.S.— a goal supported by the transformational investments being made to strengthen and modernize American infrastructure.</p> <p>Please visit the following link to learn more: https://www.siemens.com/us/en/company/press/press-releases/usa/usps-fleet-electrification-contract-announcement.html </p> | * |

Table 4: Marketing Plan (100 Points)

| Line Item | Question | Response * |
|-----------|---|--|
| 40 | Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>The Siemens Internal Marketing Plan for our Sourcewell Contracts include web-based and in-person training sessions for our sales force. There is also a sales support team that assists in ensuring that the sales force is aware of the Sourcewell contracting vehicles and how to be compliant when using these important tools. Each segment of our business has stressed the benefits of using Sourcewell with our public sector and non-profit entities. Use of the Sourcewell contract is monitored in our CRM (sales Force), and sales management is encouraged to lead with the Sourcewell contract whenever applicable.</p> <p>The Siemens External Marketing Communications strategy for promoting the Sourcewell contracts includes: A dedicated webpage with technical content and links to the Sourcewell Contracts; Pricing; Marketing documents (please see the attached "Sourcewell Comms Plan 2024.pdf, Top Reasons to Work for Siemens.pdf, and Siemens Industry_Sourcewell Flyer_2024.pdf); Internal and external Webinars with vertical market customers such as Education, Healthcare, Life Science, State/Local governments, and Airports; and Social Media posts to reach a broad Siemens customer base.</p> |
| 41 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | <p>Siemens has a dedicated webpage for the Sourcewell Contract that includes a description of the Sourcewell Cooperative Purchasing Contract with a link to the Sourcewell site. Siemens contract-specific information will include a description of the products and services offered, FAQs about how to request and respond to a proposal, and the tracking of hits, downloads, etc. Siemens social media sites include Twitter, LinkedIn, and Facebook. Siemens tracks likes, shares, etc. for all of our social media sites. This data is analyzed regularly to determine the effectiveness of the information presented. Internally, Siemens uses the Amplify platform, which allows Siemens employees, including upper management, to share Siemens social media posts to their personal accounts for a broader distribution of the information.</p> |
| 42 | In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process? | <p>Siemens views Sourcewell's role on this contract as a partner to promote overall contract utilization with Sourcewell customers. Sourcewell provides valuable market information that is shared with the Siemens' vertical markets and sales teams. The Siemens sales and tracking applications such as Salesforce, TrackIT, BookIT, and SAP include the Sourcewell contracts in the opportunity identification and ordering processes. Siemens internal SharePoint site contains a landing page for all Sourcewell contracts, pricing, marketing documentation, and internal training recordings and Power Point presentations. These applications track an opportunity from initial identification through award and final order closeout. The Siemens on-boarding process for new employees includes the Sourcewell contract and pricing compliance training.</p> <p>On occasion we have worked with Sourcewell to promote the program to end-users that have not participated in the past. In this way we are a true partner that can bring new clients to Sourcewell.</p> |
| 43 | Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | <p>Siemens' products and services offered on the Sourcewell Contract are not commodity based. The projects associated with building automation, HVAC, mechanical, electrical, etc. require discussions with customers to ensure requirements are tailored to specific needs. Therefore, these offerings do not lend themselves to e-procurement. However, there is a Siemens commercial site for ordering spare parts, etc., but this site does not use any Contract pricing and is not subject to the Contract terms. Siemens recommends that all Sourcewell orders go through the standard ordering process that includes a Siemens sales representative.</p> |

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

| Line Item | Question | Response * |
|-----------|--|---|
| 44 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | <p>Siemens offers both free and fee-based remote and on-site training programs depending on the system purchased. Training prices vary depending on the scope of supply and product. The training price is dependent on the duration of training and number of people required to be trained.</p> <p>Depot360-Specific Training</p> <ul style="list-style-type: none"> Initial Customer Training: Depot360 provides standard training for customers on how to use Depot360 AI software, including reporting dashboards, energy management tools, and troubleshooting workflows. Quarterly Performance Reviews: Training updates and best practices are discussed during scheduled review meetings. Price: Standard training is included in the Starter Package, while additional customized training sessions can be arranged at an extra price. |

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| 45 | Describe any technological advances that your proposed Solutions offer. | <p>Our proposed products and services offer many new technological advances with much more to come given current R&D and technology innovation trends. Products are becoming faster, smarter, and better able to integrate and communicate. Siemens' open platform-based offerings enable devices from Siemens and third-party vendors to easily communicate and cloud-based analytics to support remote operations as well as predictive maintenance programs. We have new products being released in the AC charging and DC charging portfolio to cope with the increased demand and capacity of the batteries being charged and customer requirements on the duration of charging. We are always continuing to meet the demands of the fast-growing charging market.</p> <p>Depot360-Specific Technological Advances Depot360 leverages Depot360 AI, a smart fleet charging and energy management platform that offers:</p> <ul style="list-style-type: none"> • Real-time Monitoring & Reporting via an intuitive dashboard. • Smart Charging Optimization to prevent peak demand costs. • Automated Fault Detection & Resolution via 24/7 NOC support. • API Integration with Telematics Providers for fleet management (available in the Advanced Fleet Charging Add-On). | * |
| 46 | Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each. | Siemens is a world leader in sustainability management. Siemens has a US Sustainability Division that focuses on advancing the company's own decarbonization strategies to continue its path toward becoming 100% carbon neutral by 2030. The Sustainability Division will manage the implementation of U.S. programs that support its carbon neutral goals, including the ongoing transition to a zero-emission fleet, installing the requisite electric vehicle infrastructure at targeted locations, identifying distributed energy and energy efficiency projects across key Siemens U.S. sites, and working with internal and external stakeholders and partners to help the customers meet their own sustainability targets. Please visit the following link to learn more: https://www.siemens.com/global/en/company/sustainability/net-zero.html . | * |
| 47 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | UL/ cUL certification, Energy Star, ISO 14001 Certification | * |
| 48 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | Siemens is a \$100 billion company that's been in business for over 175 years. Siemens first experience with electric mobility involved electric rail systems over 145 years ago and electric cars in the late 1800's. Siemens has been focused on delivering safe, scalable, and cost-effective solutions for longer than many companies have been in business. We manufacture millions of electrical products for the residential, commercial, industrial, and utility markets each year and have been manufacturing products for electric vehicle (EV) market over 10 years. Our EVSE portfolio and businesses include a full range of products from residential level 2 chargers to high power DC charging, coupled with our extensive services options provide a complete "PlugtoGrid" offering for our customer. Siemens' experienced EV technology and make-ready electrical equipment (such as smart metering, panelboards, transformers, switchboards, and low/medium voltage switchgear) ensure that a complete integrated design is offered to our customers. Siemens maintains Cloud-based software solutions to manage the EVSE infrastructure from monitoring to control, allowing management of the building load. Both our global footprint and size provide economies of scale, an EVSE application experience few others can offer. | * |
| 49 | Describe all end-user payment methods offered for charging, as applicable. | <p>Siemens offers flexible end-user payment methods to accommodate diverse needs such as RFID Cards, mobile apps, credit/debit card payments, QR code payments, subscription plans, and fleet account integration. Availability of specific payment options may vary depending on the charger type/model.</p> <p>Depot360-Specific Payment Handling Depot360 provides charging authentication options but does not handle direct payment processing.</p> | * |
| 50 | Identify the data collected when your equipment, products, and services are accessed by an end-user. | <p>See attached Siemens Data Privacy Notice that outlines user information data collection and use. Please visit the following site and view the document attached to this proposal to learn more:</p> <p>https://assets.new.siemens.com/siemens/assets/api/uuid:71b3be62-8613-4236-893c-ca3919a37ee1/siemens-global-privacy-notice-en.pdf</p> <p>Depot360-Specific Data Collection Depot360 AI collects data to optimize charging performance and energy use:</p> <ul style="list-style-type: none"> • Charging Session Data: Start/end times, energy dispensed, and efficiency metrics. • Energy Management Data: Peak demand, load shifting optimization, and cost analytics. • Equipment Status Data: Charger health, error notifications, and firmware updates. • Fleet Telemetry Data (when Advanced Fleet Charging Add-On is enabled): Vehicle SoC, location, and route planning insights. | * |

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| 51 | Describe applicable data security measures and identify any services performed outside the US or Canada, as applicable. | <ul style="list-style-type: none"> • All communications between customer chargers, UI applications, partner applications, and cloud services are encrypted using TLS 1.2 or higher with AES 256 for data in transit. • All data at rest, including boot and data volumes of EC2 instances, snapshots, derived volumes, and database clusters, is encrypted using the AES-256 algorithm. • Siemens keeps redundant backups of data per local regulations. • Siemens' dedicated database environment is monitored by the corporate cybersecurity environment that includes EDR/AV solutions on all server endpoints and a suite of security tools to monitor, e.g., all server-less resources. <p>Depot360-Specific Data Security Measures</p> <p>Depot360 AI is built with cybersecurity best practices:</p> <ul style="list-style-type: none"> • Encrypted Data Transmission to protect charging and fleet information. • Access Control Management with role-based permissions. • Secure API Integrations with fleet telematics providers. • Compliance with Industry Standards for data security and privacy. <p>All services, including data processing, monitoring, and customer support, are performed within the US and Canada.</p> | * |
| 52 | Demonstrate your capabilities around long-term stewardship of proposed equipment, products, or services offered such as maintenance, performance warranties and guarantees, operational uptime, hardware warranties, and similar stewardship functions. | <p>We offer tailored services and continuous support throughout the entire lifecycle of your charging equipment. As part of a global ecosystem, Siemens brings unmatched expertise to provide customized solutions and ensure the optimal performance of your equipment. With a vast network of EV technicians, we offer fast response times both remotely and in the field.</p> <p>Our support services include, but are not limited to, standard and extended warranties, preventative maintenance, proactive monitoring, remote 24/7 support, training, and spare parts availability.</p> <p>For more information on our support packages, please visit the following link and view the document attached to this proposal: https://assets.new.siemens.com/siemens/assets/api/uuid:75c8d22f-11f4-418d-a38c-8ca8f8c03358/SIE-B40061-00-4AUS-EV-Support-Services-Flyer.pdf.</p> <p>Depot360-Specific Long-Term Stewardship</p> <p>Depot360 provides long-term operational support and proactive monitoring:</p> <ul style="list-style-type: none"> • Depot360 AI Software Updates: Ensuring continuous improvements and cybersecurity patches. • 24/7 Network Operating Center (NOC Monitoring & Remote Troubleshooting). • Proactive Maintenance Recommendations based on data analytics. • Fleet Charging Optimization to extend charger lifespan and ensure uptime. | * |

Table 5B: Value-Added Attributes

| Line Item | Question | Certification | Offered | Comment | |
|-----------|---|---|--|---|---|
| 53 | Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply. | Minority Business Enterprise (MBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | Siemens is a large business and, therefore, these certifications do not apply. However, we attached "Siemens Supplier Diversity" write up to the WMBE/MBE/SBE document section that describes our partnerships with these businesses. | * |
| 54 | | Women Business Enterprise (WBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | Siemens is a large business and, therefore, these certifications do not apply. However, we attached "Siemens Supplier Diversity" write up to the WMBE/MBE/SBE document section that describes our partnerships with these businesses. | * |
| 55 | | Disabled-Owned Business Enterprise (DOBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | Siemens is a large business and, therefore, these certifications do not apply. However, we attached "Siemens Supplier Diversity" write up to the WMBE/MBE/SBE document section that describes our partnerships with these businesses. | * |
| 56 | | Veteran-Owned Business Enterprise (VBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | Siemens is a large business and, therefore, these certifications do not apply. However, we attached "Siemens Supplier Diversity" write up to the WMBE/MBE/SBE document section that describes our partnerships with these businesses. | * |
| 57 | | Service-Disabled Veteran-Owned Business (SDVOB) | <input type="radio"/> Yes <input checked="" type="radio"/> No | Siemens is a large business and, therefore, these certifications do not apply. However, we attached "Siemens Supplier Diversity" write up to the WMBE/MBE/SBE document section that describes our partnerships with these businesses. | * |
| 58 | | Small Business Enterprise (SBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | Siemens is a large business and, therefore, these certifications do not apply. However, we attached "Siemens Supplier Diversity" write up to the WMBE/MBE/SBE document section that describes our partnerships with these businesses. | * |
| 59 | | Small Disadvantaged Business (SDB) | <input type="radio"/> Yes <input checked="" type="radio"/> No | Siemens is a large business and, therefore, these certifications do not apply. However, we attached "Siemens Supplier Diversity" write up to the WMBE/MBE/SBE document section that describes our partnerships with these businesses. | * |
| 60 | | Women-Owned Small Business (WOSB) | <input type="radio"/> Yes <input checked="" type="radio"/> No | Siemens is a large business and, therefore, these certifications do not apply. However, we attached "Siemens Supplier Diversity" write up to the WMBE/MBE/SBE document section that describes our partnerships with these businesses. | * |

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. | Commonly, we offer payment terms such as net 30 days. For certain projects, we may require an upfront deposit or milestone-based payments as agreed upon. Accepted payment methods include bank transfers, credit cards, ACH payments and checks. | * |

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| 62 | Describe any leasing or financing options available for use by educational or governmental entities. | <p>Siemens offers customers all-encompassing financing solutions that reach across Siemens' entire industrial portfolio.</p> <p>Combining engineering excellence with financial solutions, Siemens is working towards enabling the digital transformation for organizations across industries. Focusing on critical infrastructure, sustainable energy production, the next generation of healthcare, and digitalizing our manufacturing floor, Siemens' financial solutions are customized to ensure your next business investment drives value for your organization. Siemens' aim is to improve processes and performance, making the workplace more efficient, or simply offering our customers the best experience possible. Siemens and its partners have the ability to finance the equipment and technology needed to meet customer goals by helping with optimizing cash flow and increasing financial flexibility while meeting stakeholder requirements.</p> <p>Siemens offers a wide range of finance products such as equipment leasing and rental, loans, and credit facilities. Siemens is committed to providing tailored solutions including energy-efficiency programs and other usage-based financing plans, as well as bundled service and partnership contracts. Financed assets are supported across their entire life span up to end-of-term services.</p> | * |
| 63 | Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities. | <p>"Siemens does not intend to use dealers acting on behalf of Siemens under this Contract. Sourcewell orders will follow the same process as all other contract orders. Step 1 - At the identification of an opportunity the sales representative enters the customer/opportunity information into the SieSales (SalesForce) application. This information is maintained as the opportunity progresses to award. Step 2 - The sales representative will begin the 'order booking' process in SieSales. The opportunity information is flagged with the Sourcewell contract number in addition to other relevant data for the order (date of award, amount of award, etc.) Step 3 - All orders, including Sourcewell orders, go through a series of reviews prior to the final approval for booking (Legal, Contracts, Finance, Sales Management). Step 4 - When the order has been fully booked, the order data is migrated to the Siemens' ERP System, SAP. SAP is the financial system of record. Any actions on the order are tracked in SAP. Costs are applied as the order is performed. If the order allows progress payments, invoices are issued to the customer based on the percentage of project completion. If invoicing is only allowed at the conclusion of the project, there is a SAP system trigger that generates the final invoice when all costs have been applied. Step 5 - At the end of each quarter, a Sourcewell sales report will be generated. The Sourcewell orders are validated by Finance and Contracts. The Siemens Finance point of contact then enters the quarterly sales information into a request for payment of the Sourcewell fee.</p> <p>Our standard transaction documents include the Terms and Conditions that govern orders. We have included the following documents. These documents outline the key terms applicable to purchases and services for Participating Entities:</p> <p>Siemens Standard Terms for Joint Product and Services; Heliox Warranty Terms and Conditions Chargers-US; Heliox Warranty 10012024; VersiCharge AC Limited Warranty; VersiCharge Blue 48A AC Limited Warranty; Siemens UCA for Cloud Services"</p> | * |
| 64 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | Yes, Siemens accepts credit card (P-card) payments for an additional fee to customers. | * |
| 65 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | <p>All proposals will be presented to participating members as firm fixed priced. Charger pricing is presented as line item pricing based on US and Canadian dollars and are discounted from Siemens' Manufacturer Suggested Retail Price or as a mark up on cost where commercial list prices are not available. Labor pricing is also presented per labor category. The final proposal price for Canadian customers will be based on the U.S. price plus the application of the USDCAD exchange rate posted by the Bank of Canada on the date of the proposal.</p> <p>Detailed pricing data is attached to this proposal.</p> | * |

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| 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. | Volume discounts for 50+ and 100+ units Level 2 Residential and Commercial Chargers: 74.19% Level 2 Cellular Service Plan: 43.59% Level 2 Extended Warranty for Non-Buy America chargers: 74.19% Level 2 Post & Cable Retraction: 74.19% Siemens SICHARGE UC HPC Chargers (Level 3 charger): 36.76% Packaged Solutions Versicharge (Level 2 charger): 74.19% Depotfinity Options: 74.19% Heliox Products: 74.19% Depot360: 75.2% | * |
| 67 | Describe any quantity or volume discounts or rebate programs that you offer. | Preliminary volume pricing is provided in the pricing document attached to this proposal. Volume pricing is offered based on 50+ units and 100+ units. Additional volume discounts will be considered and offered at the time of proposal. | * |
| 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. | Open-market or open-sourced products will be offered at a discount off Siemens Industry MSRP/list prices or with a markup on costs per the pricing included in this proposal and as updated through approved pricing changes. | * |
| 69 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | The prices proposed herein reflect item costs and do not include applicable taxes such as State Tax or Use Tax. Siemens reserves the right to charge for additional services, including, but not limited to, installation, commissioning, training, and initial inspection. These charges may apply to Siemens or third-party products and solutions and could be imposed by Siemens, its vendors, or subcontractors after the full scope of the project is identified in a Sourcewell opportunity. | * |
| 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. | For Level 2 AC chargers - The Sourcewell prices for all products and services are inclusive of all standard shipping, delivery, and freight charges within the continental U.S. (CONUS). If products are to be shipped outside of the continental U.S. (OCONUS), we reserve the right to charge additional shipping costs. Expedited shipping charges are not included in the Sourcewell price. For Level 3 DC chargers - Shipping is not included. It will be included on a project by project basis depending on the location of the site. | * |
| 71 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | For Level 2 AC chargers, shipping and freight charges are included to the continental US (CONUS). For outside of the continental US (OCONUS), we would ship to the nearby ports in the CONUS. For Level 3 DC chargers, shipping is not included in the pricing. For outside of the continental US (OCONUS), we would ship to the nearby ports in the CONUS. | * |
| 72 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | Siemens can accommodate expedited delivery or other unique delivery requirements if known at the time of proposal. | * |
| 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. | Siemens uses a 'check and balance' approach to the sales proposal process as well as the reporting process. Siemens Government Technologies, Inc. (SGT) is an entity that is legally separate from the Siemens Industry, Inc. (SII) entity. SGT operates under a Special Security Agreement (SSA) that allows SGT to hold security clearances. In addition to this function, SGT provides expertise in government contracts and operations. The SGT State Contracts team administers and manages all state contracts held by SII. This means all price proposals are reviewed by the SGT Contracts team prior to submission to the customer. The price and scope of work is reviewed for compliance with the contract terms. The SII sales teams rely on the SGT team to provide guidance when using the Sourcewell contract. After a Sourcewell order is received from a customer, the SGT Contracts team then reviews the order in our Turbo sales application prior to releasing the order for booking. For the reporting process, SII has designated a finance person to run reports quarterly from the Siemens SAP system to identify Sourcewell orders. The SGT Contracts team then takes the quarterly report and compares it to orders reviewed throughout the quarter to validate that all orders are accurately reported. The SGT Contracts team then calculates the Sourcewell fee to be paid and submits the fee amount with approval to pay to the SII finance point of contact. In all processes there are at least two people involved to ensure the integrity of the data. | * |

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| 74 | If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement. | If awarded a contract, all of the Siemens operations in EVS including, but not limited to, offer generation, order engineering, project management, quality management, operations and manufacturing, and warranty service are tracked through various client relationship manager (CRM) and supply chain management (SCM) tools available internally in Siemens to define and measure the metrics of performance. They are held to high standards by each individual as it directly relates to the business goals. | * |
| 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. | Siemens proposes that we apply an administrative 2% fee as a percentage of sales. The fee will not be shown on the proposal as a separate line item. | * |

Table 6B: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments | |
|-----------|---|--|---|
| 76 | The pricing offered is consistent with standard market pricing typically offered to individual municipalities, universities, or school districts. | Pricing offered is the market pricing levels offered typically to all customers in USA and Canada. In Canada, the current Bank of Canada exchange rate will be applied to the US Sourcewell price at the time of proposal. | * |

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

| Line Item | Question | Response * | |
|-----------|---|---|--|
| 77 | Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal. | <p>VersiCharge AC Series. VersiCharge-AC-48-VersiCharge-Blue-48-Brochure Siemens 3rd Generation VersiCharge AC charger is a newly released EV charger with groundbreaking enhancements, a fresh and appealing design, and either 11.5 kW or 19.2kW of AC charging power. The VersiCharge AC series electric vehicle chargers, now in its third generation, is the result of continuous development and improvement of EV chargers for over 10 years. This product matches the demand for fast, safe, and efficient commercial EV charging solutions. This smart EV charging solution can support offices, retail shops, hospitals, airports, universities and colleges, public parking garages and lots, schools, hotels, and multi-family dwellings, and last mile logistic hubs.</p> <p>VersiCharge Blue AC Series: See attached VersiCharge-Blue-80-AC-Series.pdf and VersiCharge-Blue-80-AC-Series.pdf. Siemens continues to make significant commitments and investments to support the growing EV market in the U.S. Our Buy American compliant VersiCharge Blue™ EV charger is manufactured right here in the U.S. to help enable faster deployment of adaptable, open, and accessible EV charging. VersiCharge Blue™ chargers can be connected directly with customer preferred back-end systems, making it scalable and cost-efficient. Blue offers comfort functions, such as delayed and planned charging, to ensure a high degree of customer convenience.</p> <p>High Power DC. See attached 21102024-NAM-flex-180kw-360kw.pdf: Our most versatile solution, FLEX, is ideal for charging overnight or opportunity, dynamic or static, one EV or up to three. It's the most flexible fast charging solution available anywhere. And with 180 kW and 360 kW of output, this station also knows how to flex its muscles, charging most electric bus and truck batteries in 2-3 hours. Add up to three charging dispensers per station and configure them to output in sequence, in parallel, or dynamically. UL compliant and built to last 15+ years with NEMA 3R rated metal enclosures fit for all weather conditions.</p> <p>Heliox 60 kW. See attached 19112024-Heliox 60 kW Leaflet.pdf: Heliox's most adaptative and compact solution. The Heliox 60 kW charger is a versatile, user-friendly solution suitable for a wide range of vehicles, including cars, buses, and trucks. It offers seamless plugand-play functionality, making it an ideal choice for various charging needs, regardless of location or time. - Adaptative design: It can adapt and expand as needed, offering options for</p> | |

hardwired or portable setups, networked or standalone operation, and the ability to deploy a single charger or multiple units, providing you with full control over your charging solution.

- Plug and play experience: Charging starts automatically after plug in. With 30 A (25 kW), 60 A (50 kW), and Max (60 kW) input current selections, the Heliox 60 kW charger offers flexibility to match your charging needs.
- Reliability on-the-go: Experience fast DC charging wherever you need it. In workshops, depots or testing environment; this charger provides charging capabilities anywhere, anytime. It is an ideal solution to start your electrification journey.

SICHARGE UC. See attached SICHARGE UC Brochure.pdf::

Powerful and reliable, SICHARGE UC offers 150 kW of flexible EV charging solutions for buses, trucks, and heavy-duty vehicles. It offers you fast, secure charging, interoperability, and is manufactured in the USA. Each SICHARGE UC charging center can power up to four charging dispensers with easy installation and seamlessly integrate with Siemens Depofinity cloud-based solutions or other OCPP compliant platforms.

Software Solutions.

Various Cloud-based software solutions designed to optimize operations.

eDepot: DepotFinity is a cloud-based software solution designed for monitoring, reporting, scheduling, and managing charger operations within depots. Depot Basic serves as the entry-level package, while Depot Advanced and Depot Premium offer more specialized features to meet specific requirements.

Support Service Packages. See attached Support Services Flyer.pdf:

Uptime and reliability are major factors in making your electrification project a success. Making sure your charging infrastructure is performing as designed is vital. Let Siemens make it easy for you. Siemens has a vast network of EV technicians to provide fast response times remote and in the field. Charging electric vehicles should be easy and convenient, which is why Siemens offers several EV Made Easy support service packages for AC and DC chargers to help keep your chargers working properly while extending their lifecycle and maximizing your investment.

Heliox 44 kW BiDirectional v2x Charger. See attached 44 kW Leaflet.pdf:

A recent addition to Heliox's portfolio, the 44kW v2x charger is an advanced Bidirectional, compact solution leveraging a further iteration of vehicle-to-grid (v2x/V2G). Built in the same form-factor as the Heliox 60, it is BABA compliant and abides by industry standards for bidirectional charging.

- Standards-Compliant: The Heliox 44kW v2x charger is ISO 15118-20 and SAE J2847 compliant.

Depot360. See attached Depot360 Managed Services-Starter Package.pdf

Depot360 offers a comprehensive suite of managed services focused on optimizing electric fleet operations and charging infrastructure through advanced Depot360 AI software and 24/7 support.

The key solutions include:

1. Depot360 AI Software

Real-time monitoring and reporting for charging infrastructure; Smart charging optimization to reduce energy costs and improve efficiency; Load balancing, peak shaving, and tariff integration for energy management; API integration for seamless telematics and fleet management.

2. Charging Infrastructure Management

Remote monitoring and proactive fault detection to ensure charger uptime; Firmware updates and compatibility checks for multiple charger OEMs; Charger network optimization for enhanced performance.

3. 24/7 Network Operations Center (NOC) Support

Continuous charger monitoring with incident resolution services; Remote corrective maintenance to minimize downtime; Customer service and technical support available around the clock.

4. Fleet Management Add-On (Optional)

Vehicle onboarding and real-time fleet monitoring (SoC, GPS tracking, live location); Fleet scheduling and dispatching to maximize fleet efficiency; Telematics integration for advanced operational insights.

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| 78 | <p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p> | <p>Level 3 DC Fast Charging</p> <ul style="list-style-type: none"> - Plug-in charging with multiple power options (60kW, 150kW, 180kW and more) with multiple dispenser options for sequential or parallel charging - Overhead Charging with multiple power options with multiple pantograph options for sequential or parallel charging <p>Level 2 AC charging</p> <ul style="list-style-type: none"> - Residential and Commercial - Up to 80A (19.2kW) - Provided with Wall-mounted, single or dual post mounted options <p>Software Solutions</p> <ul style="list-style-type: none"> - Cloud-based software solutions designed to optimize operations <p>Support Services & Maintenance Packages</p> <ul style="list-style-type: none"> - Preventative Maintenance - Remote Proactive Monitoring - Remote 24/7 Support - Data Plan - Spare Parts <p>The following subcategories best describe the Depot360 suite of products and services:</p> <ol style="list-style-type: none"> 1. Charging Infrastructure Management <ul style="list-style-type: none"> • Charger monitoring, diagnostics, and fault resolution. • Firmware updates and network optimization. 2. Energy Management Solutions <ul style="list-style-type: none"> • Smart charging optimization (load balancing, peak shaving) • Energy tariff integration and demand charge management. 3. Network Operations Center (NOC) Services <ul style="list-style-type: none"> • 24/7 remote monitoring and incident resolution. • Real-time reporting and performance analytics. 4. Fleet Management Services (Optional Add-On) <ul style="list-style-type: none"> • Vehicle onboarding, telematics integration, and real-time fleet monitoring. • Fleet scheduling, dispatching, and operational efficiency enhancements. 5. Customer Success Management <ul style="list-style-type: none"> • Ongoing support and quarterly performance reviews. • Best practice sharing and operational optimization. |
| 79 | <p>Demonstrate your experience and capabilities installing and supporting Level 3 DC Fast Chargers</p> | <p>Siemens has extensive experience supplying and supporting Level 3 DC fast chargers for various commercial, municipal, transit, and fleet applications.</p> <p>While we do not perform installations, we work closely with certified electrical contractors and installation partners to ensure seamless deployment. Our chargers have been deployed at numerous locations across North America through partnerships with certified installation providers and customer-led installation projects. Our support capabilities include:</p> <p>Technical guidance on site preparation and installation requirements. Commissioning services to verify proper functionality after installation. Remote monitoring and troubleshooting to ensure charger uptime. Ongoing maintenance and service support through our support services packages. 24/7 Driver Support Hotline. Mobile App Support Features. On-Site Assistance Coordination. Driver Training and Education Materials.</p> <p>We are committed to providing reliable charging solutions and ensuring long-term performance through our expertise in charger support and management.</p> <p>Depot360-Specific Capabilities for DC Fast Chargers</p> <p>Depot360 provides remote support for Level 3 DC fast chargers through:</p> <ul style="list-style-type: none"> • Depot360 AI Integration: Remote monitoring and smart charging management for DC fast chargers. • Fault Detection & Incident Resolution: 24/7 NOC support ensures issues are addressed remotely before requiring on-site intervention. • Firmware Update Coordination: Ensuring compatibility between DC fast chargers and managed services. • Charger Network Optimization: Managing charging strategies for efficient energy use and uptime. |

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| 80 | <p>Demonstrate the capabilities of proposed equipment, products, or services in regard to Charger-to-Charger Network Communication, Charging Network-to-Charging Network Communication, and Charging Network-to-Grid Communication.</p> | <p>Comprehensive Product Offering with Buy America Compliance: We provide both Level 2 and Level 3 chargers with Buy America-compliant variants.</p> <p>Integrated Software and Maintenance Services: Our offerings include software subscriptions and maintenance and support services, including Service Level Agreements (SLA), ensuring that customers have reliable, long-term performance and simplified management of their charging infrastructure.</p> <p>Commitment to Long-Term Value and Support: We are dedicated to maintaining service and parts availability, if applicable, throughout the life of the charger. Our proactive approach to parts stocking, strong supplier relationships, and long-term support guarantee maximum uptime and dependability for our customers.</p> <p>Siemens invests over \$5 billion per year in its global R&D activities to remain at the forefront of innovation. These activities include looking at every aspect of EV charging infrastructure to ensure our chargers remain at the forefront. For instance, Siemens recently invested \$25 million and acquired a minority stake in U.S.-based WiTricity, a wireless charging technology company. Siemens and WiTricity will work together to drive innovation in the emerging market for wireless EV charging. More information can be found here: Siemens-WiTricity Press Release.</p> <p>Additionally, Siemens has acquired Heliox, a specialist in eBus and eTruck fast charging solutions. This acquisition strengthens Siemens' offering for the growing eBus and eTruck charging market as well as for depot and fleet solutions.</p> <p>Depot360-Specific Capabilities for Network Communication Depot360 AI enables:</p> <ul style="list-style-type: none"> • Charger-to-Charger Communication via load balancing and power distribution strategies to optimize grid usage. • Charging Network-to-Charging Network Communication through OCPP-based remote connectivity, ensuring interoperability with multiple charger OEMs. • Charging Network-to-Grid Communication by integrating real-time energy management to reduce demand charges and coordinate with utility peak pricing. |
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Table 7B: CATEGORY 1 ON-GRID *ONLY SUBMIT FOR CATEGORY 1 OR CATEGORY 2*****

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

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

| Line Item | Category | Requested equipment, products or services | Offered * | Comments | |
|-----------|--|--|--|---|---|
| 81 | Category 1: On-Grid Electric Vehicle Supply Equipment and related services | All forms of network and non-network electric vehicle charging hardware and related infrastructure, including charging stations | <input checked="" type="radio"/> Yes <input type="radio"/> No | Our portfolio includes Level 2 AC chargers (48A and 80A) and Level 3 DC fast chargers ranging from 30kW to 360kW, with Buy America-compliant variants available for both. Siemens is a top-tier U.S. manufacturer of EV charging and automation solutions. In addition to our products, we offer comprehensive electromobility solutions that integrate decades of expertise, innovative software, and high-performance technology. | * |
| 82 | | Services related to the offering of electric vehicle charging hardware, including maintenance, repair, parts, supplies, and training | <input checked="" type="radio"/> Yes <input type="radio"/> No | We provide EV charging hardware, including maintenance, repair, parts, supplies, and training as part of our comprehensive service offering | * |
| 83 | | Site assessment, site preparation and materials, and installation services related to electric vehicle charging hardware | <input checked="" type="radio"/> Yes <input type="radio"/> No | Installation services can be provided on a project-by-project basis depending on the scope of work required. | * |
| 84 | | Electric vehicle supply network service providers and operators, charge monitoring and reporting services, billing services, grid and power management solutions, with related software technology | <input checked="" type="radio"/> Yes <input type="radio"/> No | Siemens offers network services, charge monitoring and reporting, billing, load management solutions, and cloud-based software solutions. | * |
| 85 | | Category 1 responders MAY include off-grid (Category 2) solutions in their response, are you proposing Category 2 equipment? | <input type="radio"/> Yes <input checked="" type="radio"/> No | N/a | * |

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

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

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

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

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

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

- [Pricing](#) - Siemens Sourcewell RFP #021825 Pricing.xlsx - Tuesday February 18, 2025 09:00:32
- [Financial Strength and Stability](#) - 2A Financial Viability.zip - Monday February 10, 2025 10:51:56
- [Marketing Plan/Samples](#) - Marketing.zip - Thursday January 02, 2025 11:45:45
- [WMBE/MBE/SBE or Related Certificates](#) - Siemens Supplier Diversity.pdf - Thursday January 02, 2025 10:50:42
- [Standard Transaction Document Samples](#) - Tab 6.A.zip - Friday February 14, 2025 14:56:03
- [Upload Additional Document](#) - Tab 5A and 7A.zip - Friday February 14, 2025 14:51:18
- [Requested Exceptions](#) - RFP_021825_EV_Master_Agreement Siemens 011025.docx - Monday February 10, 2025 16:39:52

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. - Beverly Lester, Sr. Manager Support Services - Contracts, Siemens Industry, Inc.

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

☐ Yes ☒ No

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

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

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