

**MASTER AGREEMENT # 021825****CATEGORY: Electric Vehicle Supply Equipment with Related Services****SUPPLIER: Gilbarco, 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 Gilbarco, Inc., 7300 W. Friendly Ave., Greensboro, NC 27410 (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 Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200.

Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.
- ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.
- iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to

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

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

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

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

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

19) Grant of License.

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

c) **Use; Quality Control.**

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this

Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

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

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by 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-GVR

Sourcwell

Signed by:

By: Jeremy Schwartz
Title: Chief Procurement Officer
Date: 10/1/2025 | 3:28 PM CDT

Gilbarco, Inc.

Signed by:

By: Merrick Glass
Title: President
Date: 10/1/2025 | 12:19 PM CDT

RFP 021825 - Electric Vehicle Supply Equipment with Related Services

Vendor Details

Company Name: Gilbarco, Inc.
Does your company conduct business under any other name? If yes, please state: Gilbarco Veeder-Root, Konect
Address: 7300 W. Friendly Ave
Greensboro, North Carolina 27410
Contact: Hunter Moore
Email: hunter.moore@gilbarco.com
Phone: 214-552-5595
HST#: 52-1504784

Submission Details

Created On: Wednesday January 29, 2025 09:20:10
Submitted On: Tuesday February 18, 2025 15:11:30
Submitted By: Hunter Moore
Email: hunter.moore@gilbarco.com
Transaction #: 9c8b3d2b-357c-434d-a8e5-f7aa710e0f13
Submitter's IP Address: 147.243.240.247

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.	Gilbarco, Inc.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Gilbarco Veeder-Root, Konect
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Gilbarco: 24902
5	Provide your NAICS code applicable to Solutions proposed.	221118 – Other Electric Power Generation 333414 – Heating Equipment (Except Warm Air Furnaces) Manufacturing 334512 – Automatic Environmental Control Manufacturing 335999 – Other Miscellaneous Electrical Equipment and Component Manufacturing 423610 – Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers
6	Proposer Physical Address:	7300 W. Friendly Ave. Greensboro, NC, 27410
7	Proposer website address (or addresses):	www.gilbarco.com/us/products/konect
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):	Hunter Moore Head of Fleet Sales, North America hunter.moore@gilbarco.com (214) 552-5595
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Hunter Moore Head of Fleet Sales, North America hunter.moore@gilbarco.com (214) 552-5595
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Eran Rozenfeld eMobility Director, North America eran.rozeneld@gilbarco.com (516) 760-1585

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

Line Item	Question	Response *
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11	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>Gilbarco Veeder-Root is the global leader in dispenser technology and integrated energy solutions, boasting over 160 years of industry leadership. Our mission is to keep the world moving with best-in-class technology and services, supported by our parent company, Vontier Corporation, and the Vontier Business System.</p> <p>For more on our history, visit: Gilbarco Veeder-Root History.</p> <p>Our Mission and Values At Gilbarco Veeder-Root, we strive to energize the world through our commitment to innovation and customer success. Our core values drive our mission:</p> <ul style="list-style-type: none"> Customer success inspires our innovation Kaizen (continuous improvement) is our way of life We compete for shareholders Industry-Leading Brands <p>Gilbarco's renowned brands, offer a comprehensive suite of products and services tailored for fleet and fuel management. We are dedicated to delivering systems that are not only reliable and innovative but also cost-effective, ensuring they meet the precise needs of fleet operators.</p> <p>Konect: A Key Partner in Electrification Konect, a division of Gilbarco Veeder-Root under the Vontier umbrella, provides a robust foundation of financial stability, industry-leading technology, and extensive field expertise to support Volvo in expanding Battery Electric Vehicle (BEV) infrastructure across North America. With our deep-rooted stability and innovative history, we are positioned to make sustainable, long-term investments in emerging technologies, making Konect an ideal partner for Volvo's electrification journey.</p> <p>Extensive Service Network Konect differentiates itself through an extensive service experience, actively managing over 800 contractors and representing more than 2,800 highly skilled technicians across North America. This extensive network ensures rapid response, on-the-ground support, and reliable service to keep fleets operational with minimal downtime. Our ability to locally stock parts across our expansive Authorized Service Centers (ASCs) or at Gilbarco Veeder-Root locations enables us to address issues swiftly and effectively, contributing to Volvo's goal of offering reliable EV charging infrastructure.</p> <p>Managed Service Solutions Konect's CPO as a Service is a managed service solution that operates on the Driivz network charging software platform. This service includes driver support, site support, triaging and issue resolution, remote fixes, ticketing, and field dispatch. Driivz's capabilities, including intelligent self-healing algorithms, resolve up to 80% of service interruptions remotely, reducing manual interventions and ensuring that charging infrastructure remains operational for Volvo's fleet customers with minimal disruption. With interoperability across over 1,000 makes and models, Konect's platform provides flexibility to adapt as charging demands evolve.</p> <p>Comprehensive Hardware Portfolio Our extensive hardware portfolio features a range of best-in-class chargers, from Level 2 AC to ultra-high-power 1MW DC fast chargers. Designed with flexibility and reliability, these hardware solutions are tailored to accommodate diverse operational needs and seamlessly support Volvo's growing BEV network. While our service offerings remain a primary focus, the hardware complements these solutions, ensuring Volvo's customers are well-equipped as they expand their electrification journey.</p> <p>Conclusion Gilbarco Veeder-Root, alongside Konect, remains committed to providing exceptional solutions and services that empower our customers to thrive in an evolving industry landscape, particularly as they embrace the transition to electric vehicles.</p>
12	<p>What are your company's expectations in the event of an award?</p>	<p>Konect will continue to work with Sourcewell members to provide industry leading EV charging solutions at the best value. We will actively market Sourcewell through representation on our website, marketing materials, webinars, distributor newsletters, and trade shows.</p>
13	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</p>	<p>Konect is Gilbarco Veeder-Roots e-mobility entity. Gilbarco Veeder-Root is owned by Vontier Corporation. Vontier's reporting and filing can be found at https://investors.vontier.com/financials. Vontier is publicly traded on the NYSE under VNT. Gilbarco's DUNS and Bradstreet number for credit reference is 001115245.</p>

14	What is your US market share for the Solutions that you are proposing?	Gilbarco Veeder-Root is the industry leader for fleet, fuel and energy management systems in the commercial field. Gilbarco Veeder-Root, with the family of products included in this RFP, holds an estimated 20% market share in the US and Canada.
15	What is your Canadian market share for the Solutions that you are proposing?	Gilbarco Veeder-Root is the industry leader for fleet, fuel and energy management systems in the commercial field. Gilbarco Veeder-Root, with the family of products included in this RFP, holds an estimated 20% market share in the US and Canada.
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.	Gilbarco Veeder-Root has never petitioned for bankruptcy.
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?	Gilbarco Veeder-Root is a reseller of ABB and Kempower EV charging stations. The Konect solution is manufactured for Gilbarco by SK Signet. Please see attached written authorization from the manufacturers allowing Gilbarco Veeder-Root to act as a reseller.
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.	Gilbarco Veeder-Root's distribution and service contractors are required to hold all necessary and applicable business and industry-specific state, county, or city required licenses. Gilbarco Veeder-Root certified ASC's (authorized service contractors) also have product-specific certifications from Gilbarco Veeder-Root authorizing them to complete installation, commissioning, and warranty work.
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.	Gilbarco Veeder-Root and Konect do not have any suspension or disbarment actions that have applied to our organization.
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Industry Certifications: <ul style="list-style-type: none">ISO 9001:2015 Certified -Certificate number 10001312Environmental Protection Agency (EPA) - Leak Detection Evaluations ListNational Conference on Weights and Measures (NCWM)National Institute of Standards and Technology (NIST)Underwriters Laboratories (UL)California Area Resources Board (CARB)
21	What percentage of your sales are to the governmental sector in the past three years?	Gilbarco Veeder-Root's percentage of sales to the government sector vary by major product line, but overall, approximately 30% of our business comes from the government sector.
22	What percentage of your sales are to the education sector in the past three years?	Gilbarco Veeder-Root's percentage of sales to the education sector vary by major product line, but overall, approximately 35% of our business comes from the government sector.
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Konect, ABB and Kempower products and services are currently included on the GasBoy Sourcewell contract.
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?	Konect and Gilbarco Veeder-Root do not currently hold any GSA contracts.

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 *
City of Ocala, Florida	John King Director of Fleet and Facilities	The contact phone number is (352) 629-2489. Konect would be happy to facilitate a direct introduction.
Town of Westlock, Alberta, Canada	Gerry Murphy Community Services Director	The contact phone number is (800) 469-1588. Konect would be happy to facilitate a direct introduction.
Gary/Chicago International Airport	Ken Cast Airport Operations Manager	The contact phone number is (219) 949-4902. Konect would be happy to facilitate a direct introduction.
City of Elyria, Ohio	Kathryn K McKillips. P.E.	The contact phone number is (440) 326-1444. Konect would be happy to facilitate a direct introduction.

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.	Konect has a sales force of 6 direct employees that are tasked with supporting our direct customers and distributors within their assigned territory in North America (including Canada and Mexico). In addition, each distributorship has their own sales, support, and service employees.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	The majority of our products are sold through distribution partnership agreements. Konect leverages the existing Gilbarco Veeder-Root dealer network in North America consisting of approximately 200 distributors, many of which have more than one office branch. In addition, many of our distributors are also fully certified service and installation providers, which provides Sourcewell members with comprehensive local partners who can provide complete support in their area.

28	<p>If your proposal includes delivery of services by prequalified contractors, describe your method of prequalification. State how prequalified contractors will be identified or selected by Sourcewell Participating Entities in the event of contract award.</p>	<p>Konect employs a rigorous contractor prequalification process to ensure the highest quality of installation, maintenance, and service for EV charging infrastructure. This process guarantees that all work performed meets industry best practices, safety regulations, and performance standards.</p> <p>Prequalification Process for Contractors</p> <ol style="list-style-type: none"> 1. Technical Certification & Licensing Contractors must hold all state, provincial, and federal electrical licenses (e.g., NEC, UL, CSA) required for EVSE installation. They must be bonded, insured, and OSHA-compliant. Completion of Konect's Certified Installer Program, which includes technical training on charger installation, commissioning, diagnostics, and troubleshooting. 2. Experience & Industry Requirements Contractors must have a minimum of three (3) years of experience in EVSE installation and servicing. Must demonstrate previous successful projects involving DC fast charging and Level 2 charging systems. Ongoing participation in quarterly training programs to stay up to date with evolving charger technology and industry standards. 3. Performance Standards & Service-Level Agreements (SLAs) Contractors must sign a formal SLA that guarantees: Standard service response time of 24 hours for routine maintenance. Emergency response time of under 4 hours when 50%+ of a site is down. Compliance with OSHA, NFPA 70, and all relevant electrical and safety codes. Performance is monitored regularly through: Post-installation quality audits. Customer satisfaction surveys. Ongoing contractor performance evaluations based on service response times and issue resolution success rates. <p>Selection Process for Sourcewell Participating Entities Participating entities will gain access to Konect's national database of prequalified contractors, ensuring coverage across North America. Selection criteria will include: Geographic proximity to the project location. Past performance ratings and project expertise. Availability and capacity to meet installation timelines. Konect provides project management oversight, ensuring that all installations are conducted according to industry best practices and safety regulations.</p>
29	Service force.	Gilbarco Veeder-Root provides comprehensive service and product support through a team of over 300 direct employees (24/7 call center, technical support, and field support). Gilbarco has a network of over 2,800 certified technicians through its distributors and authorized service contractors to respond within 24 hours of receiving a dispatch. DRIIVZ self-healing algorithm is able to troubleshoot up to 80% of issues remotely. If more than 50% of a site is down, ASC's provide emergency response time of 6 hours. Gilbarco also has the capability to remotely resolve various types of field issues to avoid unnecessary technician visits.
30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Konect will handle all orders from Sourcewell members through distribution partners. Distributors will be the primary contact for Sourcewell members to coordinate order placement.
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>Konect is committed to providing exceptional support to Sourcewell members throughout the entire process by assigning a dedicated point of contact within our Sales Department. Members can easily initiate requests for products or information through various channels, including phone, email, and a user-friendly landing page form.</p> <p>Once a request is initiated, Konect will respond within 1 business day to ensure timely communication. We collaborate closely with local distributors to provide accurate quotes tailored to the needs of Sourcewell members. Each distributor is supported by an assigned Konect customer service team member, who assists with order processing and fulfillment details.</p> <p>For members seeking a complete turn-key solution, Konect offers comprehensive product quotes that include installation services and manages the entire installation process seamlessly.</p> <p>To uphold our service commitments, our authorized service providers are required to address high-priority service calls (such as site down situations) within 4 hours, and all other requests within 24 hours. Konect oversees our service providers through a dedicated team of market service managers, ensuring that we maintain high service levels and customer satisfaction. This team also manages warranty rates and performance incentives, encouraging service companies to uphold these standards consistently.</p>

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>At Konect, we take pride in our ability and willingness to provide our products and services to Sourcewell participating entities. As a global brand, we have the infrastructure and resources necessary to deliver high-quality solutions across all of North America.</p> <p>Our extensive network allows us to efficiently serve a diverse range of clients, ensuring that we meet their unique needs with both reliability and speed. We are committed to fostering strong partnerships with Sourcewell members, offering dedicated support and responsive communication throughout the entire process.</p> <p>Whether it's through our comprehensive product offerings or our tailored services, Konect is fully equipped to support Sourcewell participating entities, enhancing their operations and contributing to their success.</p>
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>At Konect, we are proud of our ability and willingness to provide our products and services to Sourcewell participating entities across Canada. As a global brand, we have the infrastructure and resources necessary to deliver high-quality solutions throughout the Canadian market.</p> <p>Our extensive network enables us to efficiently serve a diverse range of clients, ensuring that we meet their unique needs with reliability and speed. We are committed to fostering strong partnerships with Sourcewell members in Canada, offering dedicated support and responsive communication throughout the entire process.</p> <p>Whether it's through our comprehensive product offerings or our tailored services, Konect is fully equipped to support Sourcewell participating entities, enhancing their operations and contributing to their success.</p>
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Konect and Gilbarco Veeder-Root are global entities with the capability to provide products and services throughout North America.
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.	This is not applicable as we provide services throughout North America.
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 the mentioned entities. Our products are shipped to the selling distributor and in turn, they work with the end customer to deliver the equipment to its final destination.
37	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Konect and Gilbarco Veeder-Root will not be extending terms to a nonprofit entity.
38	Describe the process for installation of your products and services and explain the method of quotation, as applicable.	<p>At Konect, in partnership with Gilbarco Veeder-Root, we proudly offer comprehensive installation and maintenance services through our network of dedicated distributors. The process begins with a thorough site assessment conducted by our Konect distributors, who evaluate the specific conditions and requirements of each location. This assessment informs the development of a detailed project plan that outlines the scope of work, timelines, and necessary resources while considering any unique site challenges.</p> <p>Since each project can vary significantly, our distributors generate quotes on a project level, incorporating all required elements such as trenching, transformer upgrades, concrete work, protective bollards, signage, and any other site-specific needs. Once the quote is approved by the client, the distributor schedules the installation, ensuring that all necessary materials and personnel are prepared for the project.</p> <p>During installation, our skilled technicians, as coordinated by the Konect distributors, carry out the work according to the project plan, adhering to industry standards and safety regulations to ensure efficiency and minimal disruption to the site. After the installation is complete, a thorough quality assurance check is conducted to confirm that everything is functioning correctly and meets our high standards. Furthermore, we provide ongoing maintenance services to ensure the continued performance and reliability of the systems. Through this structured process, Konect distributors, in collaboration with Gilbarco Veeder-Root, are committed to delivering exceptional service and quality tailored to the unique needs of each client.</p>

39	<p>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>	<p>Konect has successfully deployed EV charging infrastructure for major public agencies, fleets, and municipalities, helping them transition to sustainable transportation. These projects demonstrate our expertise in site design, permitting, construction, and long-term operational support for a variety of fleet and public applications.</p> <ol style="list-style-type: none"> 1. City of Ocala, FL Fleet Electrification & Energy Cost Optimization Scope: Deployment of a mix of DC fast chargers to support multiple equipment applications. Integrated time-of-use restrictions remotely to minimize peak demand charges. Coordinated with Mack Trucks through our existing turnkey partnership to ensure full interoperability between the vehicles and charging infrastructure. 2. Large-Scale Fleet Deployments with Nippon Express & Pitt Ohio Konect in 2024 alone commissioned major fleet sites: Nippon Express: Three sites deployed in NC, IL, and CA. Largest site in Chicago supports (10) Class 8 Volvo VNRs with DC fast charging. End-to-end infrastructure support: site design, permitting, construction, and charger management software integration. Pitt Ohio: Fourth site commissioned with a mix of AC and DC chargers to support fleet electrification. 3. Municipal and School District Charging Infrastructure Multiple Level 2 or AC chargers deployed for mixed-use applications (public & fleet) with: City of McKinney, TX City of Elyria, OH Town of Weslock, Alberta, Canada Supporting school bus electrification at sites like: Ypsilanti School District, MI 4. Public DC Fast Charging with U.S. Military Infrastructure Navy Exchange Service Command (NEXCOM) - Deployment of public DC fast chargers supporting military personnel and base facilities. Part of a broader initiative to integrate EV infrastructure within federal sites. 5. Severe-Duty & Industrial Fleet Charging Active in severe-duty applications with GFL Environmental: Three fleet depots deployed in the U.S. and Canada supporting electric refuse trucks. Additionally, multiple projects under construction in California for refuse and industrial fleet electrification with Waste Management.
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Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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40	<p>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>	<p>Marketing Strategy for Promoting Konect's Opportunities</p> <p>At Konect, part of Gilbarco Veeder-Root, our marketing strategy focuses on collaboration with our sister business units, ANGI and Teletrac Navman, to enhance our reach and effectiveness.</p> <p>Annual Planning and Quarterly Campaigns: We plan our marketing activities for the year ahead, aligning our goals and resources.</p> <p>Quarterly Execution: Campaigns are executed quarterly, allowing us to adapt to market changes.</p> <p>Focus on Sourcewell Contracts: Our marketing initiatives specifically targeting Sourcewell contracts will include:</p> <p>Email Campaigns: Regular promotional emails to both prospects and existing clients, highlighting the advantages and success stories associated with Sourcewell contracts.</p> <p>Case Studies: Development of detailed case studies showcasing successful awards, which will serve as powerful testimonials to build credibility and interest.</p> <p>Social Media Engagement: Active updates and promotions on relevant social media platforms to enhance visibility and engagement with our audience.</p> <p>Brochures and Collateral: Inclusion of Sourcewell-focused content in all marketing brochures and collateral, ensuring that all materials are aligned with our strategic messaging.</p> <p>Event Promotion: Prominent branding on signage and banners at tradeshows and industry events to capture attention and generate leads.</p> <p>Dedicated Landing Page: Creation of a specific landing page that showcases products and services tailored for Sourcewell content, making it easier for prospects to find relevant information.</p> <p>Targeted Content Creation: Development of Sourcewell-specific content and collateral designed to engage prospects effectively. This content will be shared with our distributors as part of our channel strategy, ensuring a broader reach.</p> <p>These targeted strategies aim to increase awareness and drive engagement for Konect.</p>
41	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>Enhancing Marketing at Konect Through Technology and Data</p> <p>At Konect, we leverage technology and data to enhance our marketing efforts in four key areas:</p> <p>Improving Customer Experience: Our Voice of the Customer (VOC) approach helps us understand how and why customers make decisions, including the impact of marketing and sales on those choices. We apply these insights to optimize on-page SEO, structured metadata, inbound lead qualification, tele-prospecting, and content creation. We believe that successful marketing and discoverability begin with a deep understanding of our customers.</p> <p>Identifying New Product and Service Opportunities: We utilize actionable market insights, such as product requests and competitive service mentions, to foster innovation and gain a competitive edge. By augmenting structured data (like forms and transactions) with unstructured data (including text mining from social media), we extract valuable content for relevant marketing. This approach allows us to bridge offline, online, and social behaviors, enabling us to tailor products and services to specific customer groups.</p> <p>Creating Targeted Marketing Across Touchpoints: We employ data analytics with a multi-touchpoint perspective, integrating all mediums into a cohesive strategy. This data enables real-time decision-making about how to engage customers effectively. Tools and platforms like Salesforce, social media, and Google Analytics facilitate the activation of these insights. Our structured metadata approach enhances content discoverability and distribution, ensuring we meet customer needs effectively.</p> <p>Identifying Opportunities for Process Efficiency: By evaluating landing pages, content, and customer feedback, we improve demand forecasting and streamline traditional processes in sales prospecting, value chain management, and multi-channel optimization. We invest in strategy and analytics tools that provide deeper insights, enabling faster decision-making and enhancing our competitive advantage.</p> <p>Through these initiatives, Konect is committed to leveraging technology and data to drive effective marketing and enhance customer satisfaction.</p>

42	<p>In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?</p>	<p>Sourcewell plays a crucial role in promoting cooperative purchasing agreements, streamlining procurement for government agencies, educational institutions, and non-profits. By pre-negotiating pricing, terms, and conditions, Sourcewell simplifies the purchasing process, allowing members to efficiently access pre-vetted suppliers without the need for complex bid processes.</p> <p>Integration of a Sourcewell-Awarded Agreement into Our Sales Process Seamless Procurement for Customers</p> <p>A dedicated Sourcewell landing page will be created on our website, outlining contract details, eligible products, and ordering procedures. Our sales team will be trained on Sourcewell purchasing protocols, ensuring they can educate and guide customers through the contract benefits.</p> <p>Tailored Pricing & Logistics</p> <p>We will align product pricing with Sourcewell's competitive agreement structure, providing transparent, pre-approved pricing to eligible buyers.</p> <p>Freight & Logistics Optimization: A shipping zone map and detailed freight cost table will be included in the final submission to streamline order fulfillment and provide cost clarity to customers.</p> <p>Strategic Sales & Marketing Alignment</p> <p>Our team will actively collaborate with Sourcewell on outreach efforts, leveraging their network to inform members about contract availability and product benefits.</p> <p>Joint marketing initiatives (email campaigns, webinars, and industry events) will be executed to drive awareness and engagement among potential buyers.</p> <p>Ongoing Compliance & Performance Tracking</p> <p>We will regularly review contract performance metrics, ensuring we meet or exceed Sourcewell's reporting and service requirements.</p> <p>Dedicated account management will provide support and compliance oversight for all Sourcewell-related transactions.</p>
43	<p>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>	<p>Yes, our Solutions are fully available through an e-procurement ordering process, providing governmental and educational customers with a streamlined, compliant, and efficient purchasing experience.</p> <p>E-Procurement System Overview</p> <p>Our e-procurement system is designed to simplify and accelerate the purchasing process for Sourcewell participating entities, ensuring seamless ordering, invoicing, and payment processing. Key features include:</p> <p>Automated Purchase Order (PO) Processing – Our system supports electronic PO submission, ensuring rapid order processing with minimal administrative burden.</p> <p>Real-Time Order Tracking & Reporting – Customers receive live updates on order status, shipment tracking, and invoicing within our system.</p> <p>P-Card & Payment Integration</p> <p>P-Cards (Procurement Cards) Accepted at No Additional Cost – Sourcewell participating entities can seamlessly process payments via P-Cards without any additional transaction fees.</p> <p>Flexible Payment Options – In addition to P-Cards, we support ACH, wire transfers, and traditional invoicing to accommodate diverse procurement requirements.</p> <p>How Government & Educational Customers Utilize Our System</p> <p>Bulk purchasing & contract-based ordering allow institutions to lock in competitive pricing and plan for long-term infrastructure needs.</p> <p>Seamless P-Card transactions enable smaller orders and routine purchases without the need for extensive procurement approvals.</p>

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

Line Item	Question	Response *
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44	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>At Konect, we provide a comprehensive suite of training programs to ensure Sourcewell participating entities can effectively install, operate, and maintain their EV charging infrastructure. Our training programs range from standard, no-cost operator training at installation to optional, in-depth certification programs for technicians.</p> <p>1. Standard Training (Included at No Additional Cost) Operator Training at Installation – Certified installation contractors provide on-site hardware training and maintenance best practices to ensure proper equipment use from day one. Software Training & Support – After software setup and configuration, Sourcewell members receive live webinar and phone-based training led by Gilbarco Veeder-Root product specialists. Ongoing Technical Assistance – Our Technical Assistance Center (TAC) provides continuous support as needed.</p> <p>2. Advanced & Optional Training Programs A. Online Self-Paced Training (Free, On-Demand) Installation Training – Covers proper setup and integration of chargers. Commissioning Training – Step-by-step guide for software configuration and network setup. Service & Maintenance Training – Best practices for preventative maintenance and troubleshooting. Enrollment: Available immediately upon request—entities simply provide names and emails of trainees.</p> <p>B. Onsite Technical Training (Optional, Cost-Based) Konect Certified Service Training – Hands-on, instructor-led training at our Greensboro, NC facility for entities needing advanced maintenance capabilities. Train-the-Trainer Program – Equips in-house technicians to train additional staff, reducing long-term service dependency. Custom Training Packages – Additional onsite or remote training beyond standard offerings can be customized upon request, with pricing based on the scope of training required.</p> <p>3. Ongoing Customer Support & Assistance Dedicated Technical Support – Available via phone, email, and webinars to assist Sourcewell members with troubleshooting and best practices. Software Configuration & Setup Assistance – Our Product Support Specialists work with members to customize the charging management platform based on specific operational needs.</p>
45	Describe any technological advances that your proposed Solutions offer.	<p>Gilbarco Veeder-Root is the only company that can provide a complete industry solution for fleets with fueling infrastructure. The offerings are modular and scalable, providing Sourcewell members the capability to utilize the appropriate hardware or software modules to provide the best return on investment.</p> <p>Through our Konect ecosystem, Gilbarco Veeder-Root is expanding into e-mobility by offering EV charging stations, Charge Point Operator (CPO) as a service, and warranty support. This comprehensive solution ensures that fleets can seamlessly integrate electric vehicle support into their operations.</p>
46	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Gilbarco Veeder-Root has an established Environmental Management System based on ISO14001. Gilbarco has established this system as environmental objectives is part of our corporate responsibility. We seek to create a more sustainable business operationally through reducing negative impacts and increasing positive ones. Our 2024 Goals are</p> <ol style="list-style-type: none"> 1) Prevent and Reduce Pollution (reduce, reuse and recycle) 2) Understand, Achieve and exceed compliance obligations 3) Manage Significant aspects and consider lifestyle impacts 4) Performance improvement to reduce impacts 5) Speak up, be responsible and encourage others to reduce impacts <p>Based on these goals our current objectives are</p> <ol style="list-style-type: none"> 1) Reduce Electrical consumption 5% year over year 2) Reduce water consumption 5% year over year 3) Reduce waste to landfill/treatment 5% year over year

47	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Gilbarco's e-mobility hardware partners bring significant value through their prestigious certifications, ensuring both efficiency and compliance with industry standards. Gilbarco's e-mobility hardware supplier, Kempower, has been awarded ISO certification ISO14001:2015. By adopting this standard Kempower has enhanced their environmental performance, regulatory compliance and has engaged continuous improvement processes to streamline operations, minimize waste and enhance productivity.</p> <p>Kempower has performed LCA (Life Cycle Assessments) in accordance with ISO 14040 and 14044 to determine the environmental impact of its products in conjunction with the Electric Mobility Research Center. Kempower has determined the end-of-life recyclability rate for its Movable Charger (99.61%), the Kempower Satellite (99.71%), and the Kempower Power Unit (99.72%).</p> <p>Notably, the Konect solution has achieved Energy Star certification. This certification signifies that Konect's products meet strict energy efficiency guidelines set by the U.S. Environmental Protection Agency. Energy Star-certified equipment is designed to consume less energy during operation, reducing both operating costs and the environmental footprint. For service stations, this translates to lower electricity bills and a more sustainable operation, appealing to environmentally conscious consumers and stakeholders.</p> <p>Similarly, Gilbarco's e-mobility hardware supplier ABB holds both NTEP and Energy Star certifications. The National Type Evaluation Program (NTEP) certification ensures that ABB's products comply with the rigorous standards for accuracy and reliability in commercial weighing and measuring equipment. This is crucial for maintaining trust and integrity in transactions, as customers can be confident in the precision and fairness of their charging sessions. The Energy Star certification further underscores ABB's commitment to energy efficiency, ensuring their products contribute to lower energy consumption and cost savings. These certifications enhance the value of Gilbarco's e-mobility offerings by guaranteeing high-quality, reliable, and efficient charging solutions. Energy Star certification highlights a commitment to sustainability and operational cost savings, making these products attractive to businesses aiming to reduce their carbon footprint and operational expenses. NTEP certification, on the other hand, ensures compliance with regulatory standards, fostering trust and reliability in commercial operations. Together, these certifications position Gilbarco's e-mobility solutions as both environmentally responsible and commercially reliable, aligning with the increasing demand for sustainable and accurate e-mobility infrastructure.</p>
48	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Gilbarco Veeder-Root stands out as the global leader in integrated technology solutions for the commercial fueling industry, offering a range of unique attributes that specifically benefit Sourcewell participating entities. Our commitment to innovation and quality is reflected in our comprehensive product lineup, which includes reliable commercial fueling dispensers, technologically advanced fleet management systems, and best-in-class fuel and logistics management solutions.</p> <p>One of the key attributes that sets us apart is our e-mobility offering, which includes EV charging stations and Charge Point Operator (CPO) services. This expansion into electric vehicle solutions demonstrates our dedication to addressing the evolving needs of our customers as they transition to sustainable energy solutions. Our integrated approach ensures seamless compatibility for fleets moving towards electric vehicles, allowing Sourcewell members to future-proof their operations.</p> <p>Moreover, our extensive network of technicians through authorized service contractors and distributors provides unparalleled support and expertise. This vast network enables us to deliver rapid and efficient service, ensuring optimal uptime for our customers. Our dedicated team of over 300 employees also offers 24/7 call center technical support and field assistance, ensuring that Sourcewell participating entities have access to comprehensive service and product support whenever needed.</p> <p>Additionally, our proven experience in large-scale rollouts equips us to handle the unique challenges faced by public sector entities, providing tailored solutions that meet their specific requirements. With Gilbarco Veeder-Root, Sourcewell participating entities can expect innovative, reliable, and integrated solutions that enhance operational efficiency and drive long-term value. We are committed to being a trusted partner in their journey towards advanced fueling technology and sustainable energy solutions.</p>
49	Describe all end-user payment methods offered for charging, as applicable.	<p>For our Konect hardware offerings, we provide a comprehensive range of end-user payment methods to ensure a seamless and flexible charging experience. Powered by the Invenco by GVR FlexPay 6 Payment Terminal, our solution easily supports various payment options, including debit and credit card payments, which allow users to conveniently transact using their cards. Additionally, our system accommodates contactless payments, enabling customers to tap their cards or devices for quick and efficient transactions. Mobile payment options are also available, allowing users to utilize digital wallets for added convenience. Furthermore, we integrate with loyalty programs, enabling users to earn and redeem points seamlessly during their transactions. Our system also supports voucher and coupon payments, providing flexibility for promotional offers and discounts. By offering this diverse array of payment methods, Konect ensures that end-users have a variety of options to choose from, enhancing their overall charging experience and accommodating the preferences of all customers. This flexibility not only streamlines the payment process but also supports the growing demand for diverse payment solutions in today's market.</p>

50	Identify the data collected when your equipment, products, and services are accessed by an end-user.	<p>1. Charging Session Data Start & End Time: Logs charging session duration for usage tracking and billing. Energy Delivered (kWh): Captures the total energy dispensed per session for monitoring efficiency and operational costs. Session ID & Charger ID: Links charging activity to specific chargers and user accounts.</p> <p>2. Energy Usage Analytics Real-Time Power Consumption: Tracks energy demand patterns to optimize charging schedules and reduce peak loads. Demand Response Participation: Supports grid communication for dynamic load balancing and cost savings. Historical Energy Trends: Helps fleet operators analyze and forecast charging needs for better planning.</p> <p>3. Fleet Management Insights Vehicle Charging Behavior: Provides charging frequency, duration, and consumption trends for each fleet vehicle. Operational Efficiency Metrics: Identifies underutilized or high-demand charging stations to optimize deployment. Charger Availability & Performance Tracking: Ensures maximum uptime through predictive maintenance alerts.</p> <p>4. Cybersecurity & Compliance Data User Authentication Logs: Maintains access records to ensure secure and authorized use. Network Security Monitoring: Detects anomalies, unauthorized access attempts, and potential cyber threats. Industry Standard Compliance: Aligns with ISO 27001 cybersecurity protocols and Open Charge Point Protocol (OCPP) for secure network integration.</p>
51	Describe applicable data security measures and identify any services performed outside the US or Canada, as applicable.	<p>1. Data Security Measures Encryption & Secure Data Transmission End-to-End Encryption: All data is encrypted in transit and at rest using AES-256 encryption standards, preventing unauthorized access. Secure APIs & Encrypted Network Communication: Utilizes TLS 1.2+ encryption for secure data exchanges between charging stations, fleet management platforms, and cloud systems. Access Controls & Authentication Role-Based Access Control (RBAC): Restricts data access based on user permissions and organizational hierarchy. Multi-Factor Authentication (MFA): Requires additional authentication for critical system access to prevent unauthorized entry. Device Whitelisting & Secure Login Protocols: Ensures only approved devices and users can access sensitive systems. Threat Detection & Compliance Monitoring Real-Time Network Monitoring & Intrusion Detection Systems (IDS): Actively scans for anomalies, potential cyber threats, and unauthorized access attempts. Regular Security Audits & Compliance Checks: Ensures ongoing adherence to ISO 27001, NIST, and SOC 2 Type II standards. Data Anonymization & Secure Storage Policies: Protects personally identifiable information (PII) and sensitive fleet data through secure cloud infrastructure.</p> <p>2. Services Performed Outside the US/Canada Gilbarco Veeder-Root primarily operates within North America; however, select software support services may be provided through international technical teams. Cloud Infrastructure & Data Processing: All primary data centers are located within the US and Canada to comply with local data sovereignty regulations. Limited Offshore Support (If Applicable): Certain non-sensitive customer support and technical troubleshooting services may be handled by offshore personnel, strictly adhering to confidentiality and compliance policies.</p>

52	<p>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>	<p>Konect is committed to long-term reliability, operational excellence, and lifecycle sustainability for every EV charging solution deployed. Our comprehensive service framework ensures maximized uptime, optimized performance, and reduced total cost of ownership.</p> <ul style="list-style-type: none"> a. Industry-Leading Maintenance & Support a. Preventive Maintenance & Proactive Monitoring <ul style="list-style-type: none"> i. Routine quarterly or annual inspections to ensure chargers remain in optimal condition. ii. Advanced diagnostics such as thermal imaging, electrical load testing, and software updates. b. Predictive analytics to detect and resolve potential failures before they impact operations. <ul style="list-style-type: none"> i. Emergency Response & Remote Troubleshooting ii. 24/7 Network Operations Center (NOC) for real-time monitoring of all charging stations. iii. Remote diagnostics resolve up to 70% of service issues without dispatching a technician. c. On-site response times: <ul style="list-style-type: none"> i. Standard service calls: Within 24 hours. ii. Critical charger failures: Under 4-hour emergency dispatch. b. Performance Warranties & Uptime Commitments <ul style="list-style-type: none"> a. Standard Warranty Coverage: <ul style="list-style-type: none"> i. Hardware: 3-5 years (extendable to 10 years for select products). ii. Software: Ongoing updates, cybersecurity patches, and performance enhancements. b. Operational Uptime Commitments: <ul style="list-style-type: none"> i. 98%+ charger uptime guarantee under managed service agreements. ii. Real-time network monitoring to detect performance issues instantly. iii. Redundant connectivity options (wired Ethernet, cellular, and Wi-Fi) to prevent unexpected downtime. iv. Over-the-air (OTA) firmware updates for security and performance improvements. c. Lifecycle Management & Future-Proofing <ul style="list-style-type: none"> a. Scalable & Modular Design <ul style="list-style-type: none"> i. Chargers are designed for future power upgrades. b. Seamless integration with energy storage systems for demand management and load balancing.
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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 re-sellers if available. Select all that apply.	Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Currently, Gilbarco Veeder-Root and Konect do not have a MBE accreditation, nor do we track these types of accreditations for our distribution channel. If Sourcewell members wish to purchase from companies with these accreditations, we will make every effort to accommodate the need of the member to find a distributor channel partner who qualifies.
54		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Currently, Gilbarco Veeder-Root and Konect do not have a WBE accreditation, nor do we track these types of accreditations for our distribution channel. If Sourcewell members wish to purchase from companies with these accreditations, we will make every effort to accommodate the need of the member to find a distributor channel partner who qualifies.
55		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Currently, Gilbarco Veeder-Root and Konect do not have a DOBE accreditation, nor do we track these types of accreditations for our distribution channel. If Sourcewell members wish to purchase from companies with these accreditations, we will make every effort to accommodate the need of the member to find a distributor channel partner who qualifies.
56		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Currently, Gilbarco Veeder-Root and Konect do not have a VBE accreditation, nor do we track these types of accreditations for our distribution channel. If Sourcewell members wish to purchase from companies with these accreditations, we will make every effort to accommodate the need of the member to find a distributor channel partner who qualifies.
57		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Currently, Gilbarco Veeder-Root and Konect do not have a SDVOB accreditation, nor do we track these types of accreditations for our distribution channel. If Sourcewell members wish to purchase from companies with these accreditations, we will make every effort to accommodate the need of the member to find a distributor channel partner who qualifies.
58		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Currently, Gilbarco Veeder-Root and Konect do not have a SBE accreditation, nor do we track these types of accreditations for our distribution channel. If Sourcewell members wish to purchase from companies with these accreditations, we will make every effort to accommodate the need of the member to find a distributor channel partner who qualifies.
59		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Currently, Gilbarco Veeder-Root and Konect do not have a SDB accreditation, nor do we track these types of accreditations for our distribution channel. If Sourcewell members wish to purchase from companies with these accreditations, we will make every effort to accommodate the need of the member to find a distributor channel partner who qualifies.
60		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Currently, Gilbarco Veeder-Root and Konect do not have a WOSB accreditation, nor do we track these types of accreditations for our distribution channel. If Sourcewell members wish to purchase from companies with these accreditations, we will make every effort to accommodate the need of the member to find a distributor channel partner who qualifies.

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.	Hardware purchase with customer-managed installation - Sourcewell members will be offered industry standard and favorable payment terms from their local Gilbarco/Konect authorized distributor. Turn-key solution with Gilbarco/Konect managed installation - Gilbarco/Konect can manage all hardware purchases and contractor payment, in which case our standard payment terms are 2%/10, Net 30.
62	Describe any leasing or financing options available for use by educational or governmental entities.	Konect is committed to supporting e-mobility initiatives for Sourcewell members by providing access to competitive financing options for our innovative charging solutions. Through our partnership with Patriot Capital (www.patriotcapitalcorp.com), a leading provider of financing solutions in the convenience store and commercial petroleum industries, Sourcewell members can take advantage of flexible financing options tailored to meet their needs. This partnership allows us to offer financing solutions specifically designed for our e-mobility products, including EV charging stations and related infrastructure. By making financing accessible, Konect aims to empower Sourcewell members to invest in sustainable energy solutions while enhancing their operational capabilities.
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>Sourcewell members will have the opportunity to initiate the ordering process by submitting a simple online form through a dedicated Konect Sourcewell landing page. Once the form is received, the Konect contract administrator will reach out to the member to discuss their specific equipment and software needs. Following this initial consultation, Konect will collaborate with the member and our local distribution service providers to finalize the required equipment and place the appropriate orders.</p> <p>To streamline the ordering process, Konect is equipped to track all Sourcewell orders using a specific promotional code along with the Sourcewell member number. For equipment-only purchases, our authorized distributor channel partners can utilize this code when placing orders on behalf of Sourcewell members. Additionally, Konect will apply the same promotional code for any equipment or services when contracted to provide full turnkey managed solutions. We are committed to transparency and will provide both summary and detailed quarterly reports of all Sourcewell sales, ensuring that members have clear insights into their transactions and activities.</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?	For Sourcewell members requesting turn-key services through Konect, we accept P-card procurement with a 3% processing fee. Members who choose to work with their local authorized Konect distributor should note that the acceptance of P-cards will depend on the specific policies of that distributor. Additionally, any extra charges that may arise from the P-card network will be subject to the member's contract with their P-card provider. We strive to provide flexible payment options to facilitate a smooth procurement process for our members.
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.	Product Category Discount. All items are detailed in the pricing document attached.
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.	Konect is offering 0-10% off MSRP discount on e-mobility products and services
67	Describe any quantity or volume discounts or rebate programs that you offer.	Konect has provided the best pricing to Sourcewell and its members. Because of this, no additional quantity or volume discounts or rebate programs are being offered at this time.

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.	Sourcewell members have the opportunity to secure "sourced" products or related services that may not be listed in our proposal by reaching out to Konect through our dedicated Sourcewell-branded web page. Members can specify the exact "sourced" product or service they are seeking on the provided form and submit it to the Konect Sourcewell Administrator. Upon receipt, the Sourcewell Administrator will contact the member to assist in providing a quote for each request. We are committed to ensuring that Sourcewell members have access to the products and services they need to support their operations effectively.
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.	Konect offers products and services that can be customized to meet the specific needs of each Sourcewell member's facility. Alongside equipment costs, there are often additional expenses to consider, including equipment installation, commissioning, and initial site surveys. Konect will collaborate closely with our distribution channel partners to provide a comprehensive installed price. This approach ensures that Sourcewell members have a complete understanding of the total cost of acquisition, enabling them to make informed decisions for their facilities.
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.	Konect charges a nominal fee for shipping the proposed products, which will be added to the prices listed in the Products Pricing Appendix. We utilize a zoned rate per unit based on the specific product. Complete shipping and handling rates for both the U.S. and Canada can be found in Appendix C of the Narrative Response packet. Additionally, shipping and handling rates for Konect's e-mobility offerings are included within the price schedule. This transparency ensures that our customers have a clear understanding of all associated costs when ordering our products.
71	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipments to Hawaii and Alaska are sold Free On Board seller's dock with transportation paid to the port of embarkation on the West Coast of the continental United States. Zone 8 shipping and handling rates apply to the port of embarkation on the West Coast. Additional "collect" charges apply from the port of embarkation to the final destination.
72	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Konect utilizes the most cost-effective methods to deliver the products outlined in our proposal. With our extensive network of stocking distribution channel partners, Sourcewell members can quickly secure the parts and supplies they need. This efficient distribution strategy ensures timely access to essential products, helping our customers maintain optimal operations.
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.	Konect will conduct quarterly self-audit reviews to verify compliance with our proposed contract with Sourcewell. The Konect Sourcewell Contract Administrator and our commercial account managers will oversee the self-auditing process. Each quarter, they will collect sample quotes from distributors to ensure that every Sourcewell member receives the correct pricing. To facilitate this process, a special Sourcewell ordering code will be established, ensuring that all sales to members are accurately recorded. This will enable Konect to report all sales under the contract each quarter and ensure that the appropriate administrative fee is applied to Sourcewell. By conducting these quarterly self-audits, the Konect Sourcewell Contract Administrator can identify any deficiencies in the process and implement corrective measures promptly, maintaining our commitment to transparency and accountability.
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 an agreement, Konect will track several key internal metrics to measure our success. These metrics will include order volume and revenue, which will help us assess the demand, adoption, and financial performance of our products and services under the agreement. Additionally, we will collect customer satisfaction feedback to ensure that our offerings meet their expectations and requirements. By regularly reviewing these metrics, we can make data-driven decisions to optimize our operations and enhance the value we provide through the agreement.

75	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Konect proposes a 2% administrative fee to Sourcewell in the event that an agreement is awarded.	*
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Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
76	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Konect is offering pricing that is competitive with, or even better than, what is typically available through existing cooperative contracts, state contracts, or agencies.

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

Line Item	Question	Response *
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77	<p>Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.</p> <p>Gilbarco Veeder-Root offers an expansive e-mobility portfolio, providing solutions for nearly every use case in the electric vehicle charging landscape. Our submission includes a diverse range of Electric Vehicle Supply Equipment (EVSE) hardware from Konekt, Kempower, and ABB, ensuring a comprehensive selection to meet the varied needs of our clients.</p> <p>Our offerings encompass various models designed to address different charging requirements:</p> <p>Konekt Distributed Chargers:</p> <p>1PC/2DP CCS1/NACS, 1PC/2DP CCS1/CCS1, and 1PC/4DP CCS1/NACS: This distributed 600kW fast charging system features a modular design for simplified maintenance and a durable 32-inch LCD screen that supports user interaction and advertising, ensuring both reliability and quality.</p> <p>Konekt All-in-One 200 kW Chargers:</p> <p>Available in CCS1/CCS1 and CCS1/NACS configurations, these chargers are tailored to meet specific needs, whether you require a single unit or a comprehensive array. They ensure your fleet remains at the forefront of sustainable mobility.</p> <p>Terra 124 and Terra 184:</p> <p>ABB's Terra DC Fast Chargers range from 50 kW to 180 kW, designed to meet compact, reliable, and future-proof demands. These chargers can be configured with CCS, CHAdeMO, and NACS connector cables, available in single or dual outlet formats. They also offer cable management, payment enablement, and connectivity options tailored to each charging site's needs.</p> <p>Terra AC Wallbox:</p> <p>The Terra AC Wallbox is the smartest, quickest, and safest Level 2 destination charging solution for fleets, public operators, commercial facilities, workplaces, and multifamily residences. These chargers can be configured with or without a screen display, depending on site requirements.</p> <p>Kempower Movable Charger:</p> <p>This stand-alone, mobile solution provides fast DC charging for all types of electric vehicles and can be used at various locations, including events, depots, logistics centers, and car service shops. It features one or two DC charging outputs with CCS1 and CHAdeMO options, automatically distributing available charging power.</p> <p>Kempower Power Unit (C500 version) + Satellites:</p> <p>The Kempower Satellites come equipped with a user-friendly touchscreen and RFID reader, ensuring hassle-free cable handling. The Power Unit can distribute charging power to up to eight Kempower Satellites simultaneously, utilizing dynamic power management for energy and cost savings. The triple cabinet version can house up to 12 x 50 kW power modules, providing a maximum nominal power of up to 600 kW. To complement our hardware offerings, we provide a variety of connectivity options (network charging software) available in one- to five-year plans, ensuring smooth integration and operational efficiency. Our services include setup fees for Charge Point Operator as a Service (CPOaaS), AC and DC port fees over a one- to five-year period, energy management services, and transaction fees, delivering a comprehensive and adaptable approach to e-mobility infrastructure.</p> <p>This broad range of offerings enhances Gilbarco's traditional fueling services, delivering a complete solution that addresses both conventional and electric vehicle fueling requirements. By integrating EV charging stations with traditional fuel pumps, fleet customers can effectively meet the rising demand in the electric vehicle market while advancing their sustainability goals. This integration solidifies Gilbarco's position as a forward-thinking leader in the shift toward sustainable energy solutions, demonstrating our commitment to innovation, environmental stewardship, and supporting our customers in achieving their sustainability objectives.</p> <p>With this robust and versatile e-mobility portfolio, Gilbarco Veeder-Root is well-equipped to support the evolving needs of the transportation industry, ensuring our clients are prepared for the future of mobility.</p>
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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>Electric Vehicle Supply Equipment and Related Services Remote Helpdesk Technical Support Project Management Network Services Station Management Software Charger Management Software Fleet Charging Turnkey EV charging solutions Mobile App Smart Reporting Warranty Customer Support</p>	*
79	<p>Demonstrate your experience and capabilities installing and supporting Level 3 DC Fast Chargers</p>	<p>Gilbarco Veeder-Root, through its Konect division, has extensive experience in deploying and maintaining Level 3 DC Fast Chargers across North America. Our proven capabilities include:</p> <p>Extensive Deployment Record: Successfully installed and supported over 1,500 DC fast chargers across various commercial, fleet, and public charging sites.</p> <p>Certified Installation & Servicing: Our team is certified to install and service ABB and Kempower and Konect DC fast chargers, ensuring compliance with industry best practices and safety standards.</p> <p>Comprehensive Training Programs: We offer specialized training programs for fleet operators, empowering them to maximize charger efficiency and operational performance.</p> <p>24/7 Remote Monitoring & Proactive Maintenance: Our advanced remote diagnostics and monitoring platform ensures maximum charger uptime through real-time performance tracking and predictive maintenance alerts.</p> <p>End-to-End Support & Warranty Services: We provide ongoing technical support, warranty coverage, and field service to ensure seamless operation and long-term reliability of all installed chargers.</p> <p>With our deep expertise, proven track record, and commitment to operational excellence, we deliver scalable, high-performance charging solutions tailored to meet the evolving needs of fleets, commercial enterprises, and public charging networks.</p>	*
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>Gilbarco Veeder-Root's proposed EV charging equipment and network solutions are designed to ensure seamless, intelligent communication across charger-to-charger networks, charging networks, and the energy grid. Our solutions leverage industry-leading protocols, smart energy management, and interoperability standards to optimize performance, efficiency, and cost savings.</p> <p>1. Charger-to-Charger Network Communication Supports Open Charge Point Protocol (OCPP): Ensures seamless interoperability between different charger brands and network management platforms. Dynamic Load Balancing: Enables intelligent power distribution between multiple chargers at a site to optimize energy use and prevent system overloads. Smart Charging Coordination: Chargers communicate with one another to prioritize vehicle charging needs based on demand, battery state of charge, and site energy capacity.</p> <p>2. Charging Network-to-Charging Network Communication OCPP-Based Network Interoperability: Our chargers integrate with multiple charging networks, allowing cross-network functionality for roaming users and unified payment processing. Cloud-Based Network Management: Real-time data exchange between charging networks, enabling usage analytics, fault detection, and remote updates across different operator platforms. Seamless User Experience: Drivers can access multiple charging networks through roaming agreements, ensuring widespread charger availability without disruptions.</p> <p>3. Charging Network-to-Grid Communication Demand Response Integration: Our chargers support smart grid interaction, allowing utilities to adjust power delivery during peak demand periods for energy cost savings and grid stability. Dynamic Load Management: Reduces peak demand charges by intelligently adjusting charging rates based on real-time grid conditions. Renewable Energy & Grid Optimization: Enables integration with solar, battery storage, and microgrid systems, allowing businesses and fleet operators to maximize sustainability and energy efficiency. With these advanced capabilities, our charging solutions optimize energy distribution, reduce costs, and enhance interoperability, ensuring scalability and seamless communication across charging ecosystems.</p>	*

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	Konect provides all forms of network and non-network electric vehicle charging hardware and related infrastructure including charging stations.
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	Konect provides services related to the offering of electric vehicle hardware, including maintenance, repair, parts, supplies, and training.
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	Konect provides site assessment, site preparation and materials, and installation services related to electric vehicle charging hardware.
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	Konect offers electric vehicle supply network service providers and operators, charge monitoring and reporting services, grid and power management solutions, with related software technology.
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	Konect is not providing off-grid (Category 2) solutions in our response.

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

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

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

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

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

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

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

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

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

- [Pricing](#) - Konect Price Book.xlsx - Tuesday February 18, 2025 11:35:38
- [Financial Strength and Stability](#) - Financial Strength & Stability.pdf - Tuesday February 18, 2025 11:35:02
- [Marketing Plan/Samples](#) - Marketing Plan Sample.pdf - Tuesday February 18, 2025 11:34:17
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Sample Konect Quote & Quarterly Sales Tools.xlsxm - Tuesday February 18, 2025 12:42:58
- [Upload Additional Document](#) - Reseller, Warranty & Success Story Docs.pdf - Tuesday February 18, 2025 14:47:04
- Requested Exceptions (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Hunter Moore, Head of Fleet Sales, North America , Gilbarco Veeder-Root

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