

**Solicitation Number: RFP #042221****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and EV Connect, Inc., 615 N. Nash Street, Suite 203, El Segundo, CA 90245 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Electric Vehicle Supply Equipment and Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires July 20, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## 11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor 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 the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## 12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*



- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
  - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
  - c. 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. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract 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 vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract 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:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor 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 Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:  
\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. 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 sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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. Vendor 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 Contract or other

insurance applicable to the Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor 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 Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor 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 the Canadian 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 Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract 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 also require additional requirements based on specific funding specifications. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts 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.

B. 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. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 or 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 Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. 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). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. 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. Vendor 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.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor 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.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor 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.

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

L. 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.



**22. CANCELLATION**

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

EV Connect, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...

DocuSigned by:  
*Patrick Macdonald King*  
91FA2B1A47E6462...

By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
7/30/2021 | 10:05 AM CDT  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Patrick Macdonald King  
Title: Chief Operating Officer  
7/31/2021 | 9:29 AM CDT  
Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coquette*  
7E42B8F817A64CC...

By: \_\_\_\_\_  
Chad Coquette  
Title: Executive Director/CEO  
7/31/2021 | 11:37 AM CDT  
Date: \_\_\_\_\_

# RFP 042221 - Electric Vehicle Supply Equipment and Related Services

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## Vendor Details

Company Name: EV Connect, Inc.  
Address: 615 North Nast Street  
Suite 201  
El Segundo, CA 90245  
Contact: Steve Carr  
Email: steve.carr@evconnect.com  
Phone: 315-278-6928  
HST#: 271593412

## Submission Details

Created On: Wednesday March 24, 2021 07:55:40  
Submitted On: Monday April 19, 2021 10:35:13  
Submitted By: Steve Carr  
Email: steve.carr@evconnect.com  
Transaction #: e0dcc679-3da1-4ae4-9a1a-c98d7b6b8877  
Submitter's IP Address: 24.168.72.203

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**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).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	EV Connect, Inc.
2	Proposer Address:	615 N Nash Street El Segundo, CA 90245
3	Proposer website address:	<a href="https://www.evconnect.com/">https://www.evconnect.com/</a>
4	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 and, in the event of award, will be expected to execute the resulting contract):	John Karambelas, Chief Revenue Officer, 615 N Nash Street El Segundo, CA 90245, <a href="mailto:jkarambelas@evconnect.com">jkarambelas@evconnect.com</a> , 310-567-6300
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Steve Carr, Account Executive East Coast, 3320 Rock Rose Circle Baldwinsville, NY 13027, <a href="mailto:steve.carr@evconnect.com">steve.carr@evconnect.com</a> , 315-278-6928
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	David Hughes, Co-Founder, 615 N Nash Street El Segundo, CA 90245, <a href="mailto:david@evconnect.com">david@evconnect.com</a> , 310-251-8726

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>EV Connect is the largest open standards based software platform for EV Charge station management in North America. We provide a scalable and extensible software management platform solution that leverages our industry-leading, open-standards based EV Cloud Network Management Platform, to provide a hardware agnostic charging management software solution that incorporates advanced energy management capabilities, robust data reporting, advanced station monitoring and diagnostics, and a superior user experience.</p> <p>EV Connect was formed in 2009 and is a software management company solely dedicated to the EV Industry. The company commenced managing networked charging stations on its EV Cloud network management platform in 2012 and has expanded rapidly nationwide and in Canada, with over 10,000 EVSE under contract.</p>

8	What are your company's expectations in the event of an award?	<p>EV Connect plans to run our own independent and co-branded marketing and sales around the Sourcewell program. We are also fully open to directly working with Sourcewell —whether that is a press release, webinar, blog, social, or any other channel Sourcewell is open to engaging with EV Connect.</p> <p>Integrating a Sourcewell-awarded contract into our sales process is a seamless process. We've developed a playbook of how to kick off to our sales team and begin marketing to enable inbound and outbound sales. The integration within our internal teams is a smooth process.</p> <p>The primary group within EV Connect tasked with supporting project deployment is our Project Management Office (PMO). The PMO group handles activities such as assigning project managers, scheduling project tasks, handling procurement of stations, coordinating with installation subcontractors, and ensuring successful project commissioning.</p> <p>With leadership from our Project Management Office, we assign a lead Project Manager, who coordinates all aspects of the project implementation. Our PMO structure closely resembles a sliding scale of tools meant to support the expectations of Sourcewell's program needs. The PMO will coordinate with all other groups within EV Connect for effective project delivery and management.</p>	*
9	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.	EV Connect is privately-held and has raised approximately \$25 million in capital from seed capital, venture capital, and strategic investors. In June 2018, the company closed an \$8 million round of equity investment, led by Ecosystem Integrity Fund. In October 2019, EV Connect raised an additional round of funding for \$12 million led by Mitsui Corp. and other investors. This investment has enabled the company to continue development of its industry leading EV Cloud network management platform and expand its operational scope significantly.	*
10	What is your US market share for the solutions that you are proposing?	EV Connect has a 12% US market share, comprised of a total of 8,364 total ports in the US alone. These are split between approximately 7,110 Level 2 ports, and 1,254 DCFC ports.	*
11	What is your Canadian market share for the solutions that you are proposing?	EV Connect has a ~1% Canadian market share, comprised of a total of 600 total ports. These are split between approximately 510 Level 2 ports, and 90 DCFC ports. EV Connect is actively working on an expansion into the Canadian market in 2021.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>EV Connect is best described as a service provider. EV Connect constructs partnerships across multiple hardware vendors and a vast network of certified electricians and subcontractors in the US and Canada. Hardware is procured directly from the manufacturer and drop shipped to site. Internally, EV Connect has a Project Management Organization responsible for coordinating hardware procurement, shipment, and installation/testing of all EV stations.</p> <p>EV Connect has an internal direct sales team of approximately 20 people, and growing. We also utilize a large network of VAR (Value Added Resellers) to increase our reach through indirect sales.</p>	*
14	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.	We utilize a mixture of union & non-union certified electricians and sub-contractors that are EVITP-certified whenever possible and strongly encourage all of our subcontractors to obtain this certification. EVITP stands for Electric Vehicle Infrastructure Training Program and is recognized nationwide. All of our contractors have appropriate licenses for the required tasks.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not applicable.	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	1. INC 5000 - Fastest Growing Private Companies, recognized for 530% Growth in the Last Three Years 2. Gold Stevie Winner from the American Business Awards 3. CorporateVision - Best EV Charging Management Solutions Provider - USA 4. ACG Los Angeles - Winner of the 2020 Green Award
17	What percentage of your sales are to the governmental sector in the past three years	30%
18	What percentage of your sales are to the education sector in the past three years	30%
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	EV Connect has an approved vendor status on all major utility and state incentive programs across the United States. These incentive programs have accounted for roughly \$25M in revenue over the past three years.
20	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?	None.

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Bishop Ranch	Chris Weeks	925-830-0101
NY State Parks	Mike Wise	518-474-4621
Township of Plainsboro, NJ	Anthony Cancro	609-799-0909

**Table 5: Top Five Government or Education Customers**

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
NYPA-Port Authority of NY and NJ	Government	New York - NY	JFK Airport Charging Project Ten 150kw DCFC EV stations in cell phone lots.	\$1,800,000.00	\$1,800,000.00
NYPA-NYC DOT	Government	New York - NY	City Garage Project Mixture of L2 and DCFC EV stations across 2 city garages.	\$1,200,000.00	\$1,200,000.00
Rochester Genesee Transit Authority	Government	New York - NY	Mass Transit Project Mixture of L2 and DCFC EV stations across multiple sites in City of Rochester, NY.	\$850,000.00	\$850,000.00
Port of Long Beach, CA	Government	California - CA	Workplace and Fleet Charging Mixture of L2 and DCFC EV stations across multiple sites in Long Beach, CA.	\$590,000.00	\$590,000.00
Garden Grove Unified School District	Education	California - CA	12 DCFC stations for Garden Grove electric school buses.	\$230,000.00	\$230,000.00

**Table 6: Ability to Sell and Deliver Service**

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 *	
23	Sales force.	EV Connect currently has a US-based sales and marketing team of 25 people, and growing.	*
24	Dealer network or other distribution methods.	EV Connect has a VAR (Value Added Reseller) network of approximately 50 VAR's across the United States.	*
25	Service force.	Our Project Management and Customer Support teams consist of approximately 30 people, who are highly capable in coordinating EVSE equipment procurement, installation management, system commissioning, operations & maintenance, and ongoing station management.	*
26	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.	Customer centric support is core to EV Connect's customer service program. EV Connect operates a 24/7 call center to assist drivers with any issue they may encounter when charging at stations on the EV Connect Network. In addition to the 24/7 driver phone support, EV Connects has dedicated phone and email addresses for both drivers and station owners. EV Connect monitors, Plugshare, mobile app station ratings and social media for any customer in need of assistance. EV Connect also proactively monitor's station health and connectivity to identify issues before they are reported by customers. When an issue is identified our Level 1 Customer Support team will triage, resolve or escalate an issue within 2 business hours of identification. Assuming an issue cannot be resolved by our Level 1 Team, the issue will be escalated to our Level 2 Technical Support Team. This team will diagnose the issue root cause and attempt a remote resolution if possible, in the same business day. If a remote resolution is not possible, this issue will be escalated to the station manufacturer for the establishment of a resolution path and final corrective action. During this time, our Customer Support Team will continuously keep the station owner and any affected drivers informed of the current issue status and final resolution. EV Connect's robust Partner Program allows EV Connect to solidify strong relationships with our hardware partners. Through this program, we establish a quarterly reviews of partner performance and constantly work toward ensuring the best possible experience for our customers.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	EV Connect currently operates in 42 states, with the ability to deploy and execute in all 50 states.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	EV Connect can also operate and deploy across Canada, with deployments currently in 3 provinces.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	EV Connect is able to operate and deploy in all US territories.  Warranties via hardware manufacturers provided are valid in the lower 48 states only for service.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>When promoting this contract opportunity, we will take a multi-channel and targeted approach. At the top of the marketing funnel is awareness and education. We will develop a customized landing page that explains the Sourcewell program and how EV Connect can best serve the customer. We drive traffic to this page by developing customized ad campaigns via Google that include imagery, text, and are geo-targeted to Sourcewell business customers. In addition, we will develop an educational blog and a series of outbound emails to potential customers within the Sourcewell territory. We take a consultative approach across the customer lifecycle and continue to educate top of funnel and after the customer has chosen to add EV charging stations to their parking lot. Below is a high-level overview of the marketing strategy. In some cases, we also will promote with a joint press release if Sourcewell is open to joint communications.</p> <p>Here are a few examples of previous marketing efforts:</p> <p>Dominion landing page: <a href="https://www.evconnect.com/virginia">https://www.evconnect.com/virginia</a></p> <p>Dominion blog: <a href="https://www.evconnect.com/blog/ev-charging-stations-help-power-virginia">https://www.evconnect.com/blog/ev-charging-stations-help-power-virginia</a></p> <p>Joint press release for Arizona utilities TEP and SRP – this received over 100 pick ups in various media outlets: <a href="https://www.evconnect.com/news/ev-connect-platform-qualified-for-srp-and-tep">https://www.evconnect.com/news/ev-connect-platform-qualified-for-srp-and-tep</a></p> <p>Attached to our submittal are additional examples.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We use a wide range of technology platforms and data to support our digital marketing efforts. We utilize HubSpot as our primary CRM. With integration of our Google Ads, Website Google Analytics, and Social Media, we can track contact engagement across multiple platforms. We create re-targeted ads to continue to stay top of mind during the customer journey. With HubSpot, we leverage several automation tools for triggered emails based on events, create tasks for the sales team, enroll in nurture campaigns. Our digital data is stored securely within HubSpot with restricted permissions to certain EV Connect personnel.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We welcome Sourcewell to actively engage it's business customers with program promotion and a range of marketing efforts. However, we plan to run our own independent marketing and sales around the program and how EV Connect can best help Sourcewell customers. We are open to joint or co-branded marketing—whether that is a press release, webinar, blog, social, or any other channel Sourcewell is open to engaging with EV Connect.</p> <p>Integrating a Sourcewell-awarded contract into our sales process is a seamless process. We've developed a playbook of how to kick off to our sales team and begin marketing to enable inbound and outbound sales. The integration within our internal teams is a smooth process.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Our e-procurement process is done via an initial consultative, value-engineered approach to understand the needs of the customer first. Once aligned on the EV charging station models and supporting software, we leverage HubSpot for PO creation and e-signatures. The process is conducted via email with pdf attachments for record keeping by both parties. We've used our ordering process across dozens of industries including governmental and educational customers.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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36	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>The EV Connect call center operates 24x7x365. We conduct monthly cadence calls with our customer service representatives for statistics review, regular trainings and to ensure five-star customer service to all of our EV Drivers. Approximately 350 calls are typically handled on a monthly basis. On average, it takes the call center less than one minute to answer incoming phone calls. We provide customer site support to site hosts from 6AM-6PM PST during business hours.</p> <p>We provide comprehensive training to site hosts on the use of the network management platform for activities such as setting up access controls and driver groups for the charging stations, implementing pricing policies, accessing station utilization information, reporting, and other features. We do this training through web conferencing and phone support.</p> <p>We coordinate installer training with the EVSE manufacturer by providing installation manuals, detailed specification sheets, drawings, and other information. Installers are able to connect with technical experts at the EVSE manufacturer for any questions.</p>	*
37	Describe any technological advances that your proposed products or services offer.	<p>The EV Cloud platform provides a full range of capabilities for management of charge stations and drivers. These include the following:</p> <p>Access control based on account and location utilizing either mobile or RFID credentials.</p> <p>Pricing controls which enable pricing by kWh, connected time, charging time, dwell (non-charging) time, hourly schedules, and advanced metrics.</p> <p>Energy management functions such as peak demand management, load balancing, and charge scheduling to carefully manage and optimize energy costs.</p> <p>Complete reporting including session, station, transaction, interval and sustainability metrics reports.</p> <p>The EV Connect platform is fully OCPP v1.6 compliant and extends OCPP v1.6 with full certification for all common driver interaction use cases. As a hardware-neutral platform, EV Connect has certified 15+ manufacturers with numerous models for Level 2, DCFC, and High Power DCFC to suit any fleet customer application.</p> <p>EV Connect's open standards-based management platform monitors and reports on key operational activities, metrics, and indicators, thereby providing network, host, driver, and utility services on a common platform. In addition to significantly increasing uptime performance, maximizing user satisfaction and lowering time-to-repair, it minimizes the risk of stranded charge station assets which can result from the deployment of a closed (proprietary) management platform, while also providing increased future feature flexibility and choice.</p>	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>EV Connect has participated in several ESG activities (Environment, Sustainability, and Governance).</p> <p>Specifically with recognition from organizations such as ACG Los Angeles and the American Business Awards, as detailed here: <a href="https://www.evconnect.com/awards">https://www.evconnect.com/awards</a></p>	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	EV Connect provides certain Energy Star rated EV stations via the underlying hardware manufacturers offered in this proposal.	*
40	Describe 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 of certification (as applicable) in the document upload section of your response.	While EV Connect does not directly hold any of these certificates, we do currently utilize and partner with 3 WMBE firms on an on-going basis. We will seek to include additional Diverse Business Enterprises (SBE) as possible. We have committed to specific DBE spend requirements in various contracts, including 40% overall Diversity spend in the SCE Schools & Parks contract. Attached to this response are certificates from 3 firms utilized by EV Connect.	*



<p>41</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>The key differentiators for EV Connect's platform are:</p> <p>Truly Open. The EV Cloud is the only charge station management platform in the world that was designed from inception to be hardware agnostic and to manage EVSE that are based on either OCPP or proprietary network technologies. Today, EV Cloud manages charge stations from leading manufacturers from around the globe including ABB, EV Box, BTCPower, EvoCharge/LiteOn, EFACEC, Tritium, GE, Eaton, and more.</p> <p>Robust. The EV Cloud platform is highly robust and reliable with multiple, geographically-distributed, load-balanced redundant servers for all critical functions. The system also has built-in disaster recovery and can rapidly scale within minutes by adding new servers to load-balanced server groups.</p> <p>Safe. The EV Cloud resides in a highly secure Virtual Private Cloud (VPC) with multiple layers of data security including encryption on all data storage and communications, PCI-DSS SOC "A" compliance, multi-factor user authentication and redundant back-ups. Physical security of all servers is provided by Amazon Web Services which employs data center and network architecture built to meet the requirements of the most security-sensitive organizations.</p> <p>Advanced Architecture. EV Cloud is based on an advanced message driven architecture which enables all functions to be logically isolated within the system – including EVSE integration, vehicle integration, utility / demand response management, and driver interactions and notifications. This allows the system to maintain maximum flexibility for internal growth and external integration with 3rd party applications.</p> <p>Flexible Interfaces &amp; Controls. The EV Cloud architecture also enables a single set of services to support all user interfaces whether they be mobile applications for drivers or field service personnel, operator portals for network owners and site managers, or network operations centers for administrative personnel.</p> <p>Demand Response ready. EV Connect is OpenADR 2.0b certified. We have deep experience in participating with utilities to implement Demand Response programs for load shedding and load shifting applications.</p> <p>User-focused Service. The EV Cloud is architected to provide the best customer experience across all user groups. With a customer support portal, ticketing system, and integrated driver management, the EV Cloud supports superior driver service levels, station uptimes, and customer satisfaction.</p> <p>Interoperability. EV Connect strongly supports the need for Interoperability among network software management platforms. We are in the process of implementing interoperability arrangements with major EV networks and network management providers such as Greenlots, EVgo, Chargepoint, Electrify America, and myEVRoute.</p> <p>Data Reporting &amp; Analytics. We collect a massive amount of data through our interactions with EV charging station, drivers, site hosts, and utilities. We provide robust data reporting on station utilization through a variety of options including automated data feeds. We are utilizing a Data Analytics platform to aggregate the data into useful advanced analytics information around driver behavior, station utilization, price sensitivity, EVSE hardware fault codes, customer service issues, and other valuable information.</p>
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**Table 9A: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	EV Connect does offer various warranties covering products, parts, and labor through our selected EVSE manufacturers.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Labor warranties through our selected EVSE manufacturers do cover travel time and mileage to perform warranty repairs.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have a nationwide agreement with IBEW, as well as additional channel partners allowing us to access any geographic region in the US and Canada. This allows EV Connect to provide a certified technician for warranty repairs at any location in the US and Canada.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty issues are typically passed on to the original equipment manufacturer. EV Connect maintains strong communication with our selected EVSE manufacturers to ensure effective cooperation & efficiency in regard to warranties and necessary repairs.
47	What are your proposed exchange and return programs and policies?	Warranty and exchange policies vary by hardware manufacturer. Hardware vendors included in this submission include a mixture of parts-only, labor, and exchange warranties.
48	Describe any service contract options for the items included in your proposal.	Labor and parts-only warranty options vary by hardware manufacturer. We've provided pricing on preventative maintenance plans.

**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
49	Describe any performance standards or guarantees that apply to your services (network uptime, power management, charging capabilities, etc.)	We currently have a highly innovative product roadmap initiative focused on advanced station performance (Project Overwatch), whereby our next generation NOC will allow for full visibility on a station's historical and real-time health, including metrics around uptime, heartbeats, cellular connectivity, fault codes, and number of tickets. It also has automated alerts and deep-linking to OCPP logs for faster detection and triage. Other roadmap initiatives include EVSE manufacturer integration via a dedicated Manufacturer Portal, enhanced Smart Charging, and other initiatives which will continue to maintain EV Connect as the leading management platform for the EV ecosystem. Our cloud based platform is hosted via Amazon Web Services on redundant servers which provide an uptime of 99.9%.
50	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	EV Connect's open standards-based management platform monitors and reports on key operational activities, metrics, and indicators, thereby providing network, host, driver, and utility services on a common platform. In addition to significantly increasing uptime performance, maximizing user satisfaction and lowering time-to-repair, it minimizes the risk of stranded charge station assets which can result from the deployment of a closed (proprietary) management platform, while also providing increased future feature flexibility and choice. We send a "heartbeat" signal every 5 minutes to the station to confirm communication connection, and our cloud based platform is hosted via Amazon Web Services on redundant servers which provide an uptime of 99.9%.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
51	What are your payment terms (e.g., net 10, net 30)?	Payment terms are generally NET 30-45 days, with a 25% hardware deposit required up-front prior to shipment.	*
52	Describe any leasing or financing options available for use by educational or governmental entities.	We also provide an option to site hosts for Level 2 chargers called the EV CaaS, or Charging as a Service. Under this option, for a fixed monthly fee over a 5-year term, EV Connect will own and manage the stations at the customer site. For example, the EV CaaS offering starts out at \$99/month for a single-port Level 2 charging station. Installation costs are additional.	*
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>EV Connect processes all purchase orders directly through our own internal CRM (Customer Relationship Management) platform. This process normally includes two things. 1. A Purchase Order from the purchasing entity. 2. A signed "Sales Order" form which acknowledges the EV Connect Terms &amp; Conditions for use of our software management platform. <a href="https://www.evconnect.com/legal">https://www.evconnect.com/legal</a></p> <p>Our CRM contains all necessary information including, but limited to, order size, total dollar amount, station type, software type, grant/incentive used, installation pricing. This information is stored in our system and compliant with 2 C.F.R. § 200.333 as described in the Contract template for a period of 3 years or more.</p>	*
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes we do accept P-Card procurement and do not charge additional fees for this service.	*

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
55	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>The pricing matrix attached to our submittal includes a split of hardware and software options, including list pricing &amp; proposed Sourcwell pricing.</p> <p>Hardware options are a one-time, per unit price. Software options are a per year, per plug price for Level 2 stations, and a per year, per station price for DCFC stations.</p> <p>Select hardware vendors have also included optional labor/maintenance warranty pricing.</p>
56	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.	Proposed Sourcwell pricing for hardware is represented by an approximate 10% discount. Proposed Sourcwell pricing for software is represented by an approximate 20%-25% discount.
57	Describe any quantity or volume discounts or rebate programs that you offer.	None outside the pricing discounts offered in question 56.
58	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>EV Connect can provide "open market" items such as installation services through our network of certified electricians and subcontractors.</p> <p>EV Connect will include a 7% G&amp;A (General &amp; Administrative) markup of any installation quote. EV Connect can also gather multiple installation quotes for each proposed site.</p>
59	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Site design and engineering may be additional costs related to the installation proposal from our network of certified electricians and subcontractors. These two items are not necessarily required at each site.</p> <p>Transaction Fees - EV Connect processes all EV driver credit card transactions on behalf of the station owner. For doing so, EV Connect takes 3% of all station revenue to cover these transaction costs. 97% of station revenue goes back to the station owner on a quarterly basis.</p> <p>Shipping costs associated with DCFC stations. These are generally priced by territory (Northeast, Southwest, etc) through the specific hardware manufacturer.</p>
60	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Our Project Management Organization is structured to coordinate all hardware procurement & shipping directly with the hardware manufacturer. PMO will provide accurate lead times and updated tracking information upon order to ensure an efficient delivery to the end customer.
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping costs included in the attached pricing matrix include all lower 48 states. Shipping to Alaska, Hawaii, and Canada will likely need to be provided on an as-quoted basis by our hardware manufacturers.
62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
63	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	EV Connect has an internal contract administrator who polices all contract requirements on an on-going basis. EV Connect also retains legal counsel when necessary for any negotiations on product terms and conditions.
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Regular customer SAT surveys to ensure site host and driver satisfaction. Project timelines, SLA's, and quarterly revenue goals are reviewed on a weekly basis by EV Connect senior management.
66	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	EV Connect is agreeable to the proposed 2% administrative fee described in RFP Section III. B. We are also open to discussion with Sourcewell on this point in an attempt to provide an admin fee acceptable to both parties.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
67	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	EV Connect intends to offer a turnkey solution in all 50 states and Canada.  This includes a selection of four hardware vendors with a mixture of Level 2 and DCFC options. This also includes the EV Connect software platform & mobile app, designed for use by both site hosts and EV drivers. We can also offer our nationwide network of certified electricians, subcontractors and installers to deploy stations in all 50 states and Canada.  Our Project Management and Support organizations will assist in coordinating the procurement, shipment, installation, and on-going support for all Sourcewell projects and customers.
68	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	EV Connect is best described as a service provider. EV Connect also constructs partnerships across multiple hardware vendors and a vast network of certified electricians and subcontractors in the US and Canada. Hardware is procured directly from the manufacturer and drop shipped to site. Internally, EV Connect has a Project Management Organization responsible for coordinating hardware procurement, shipment, and installation/testing of all EV stations.

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

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

Line Item	Category or Type	Offered *	Description / Comments *
69	Non-network electric vehicle charging hardware	<input type="radio"/> Yes <input checked="" type="radio"/> No	EV Connect offers only networked electric vehicle charging hardware.
70	Network electric vehicle charging hardware	<input checked="" type="radio"/> Yes <input type="radio"/> No	EV Connect offers a full range of Level 2 and Level 3 (DCFC) electric vehicle charging hardware, as well as an accompanying software management platform and 24/7 support center.
71	Services related to electric vehicle charging hardware (refer to RFP Section II. B. 1. b.)	<input checked="" type="radio"/> Yes <input type="radio"/> No	EV Connect has included attached pricing on additional parts-only and labor/maintenance warranties through our selected hardware manufacturers.
72	Site assessment, site preparation and materials, and installation services related to electric vehicle charging hardware	<input checked="" type="radio"/> Yes <input type="radio"/> No	Ability to coordinate installation of charging stations with licensed and certified electrical contractors, as well as site assessments, and ongoing maintenance and repair services.
73	Network service provider or operator	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>The EV Connect platform is fully OCPP v1.6 compliant and extends OCPP v1.6 with full certification for all common driver interaction use cases. As a hardware-neutral platform, EV Connect has certified 15+ manufacturers with numerous models for Level 2, DCFC, and High Power DCFC to suit any fleet customer application.</p> <p>EV Connect's open standards-based management platform monitors and reports on key operational activities, metrics, and indicators, thereby providing network, host, driver, and utility services on a common platform. In addition to significantly increasing uptime performance, maximizing user satisfaction and lowering time-to-repair, it minimizes the risk of stranded charge station assets which can result from the deployment of a closed (proprietary) management platform, while also providing increased future feature flexibility and choice.</p>
74	Charge monitoring, reporting, or billing services	<input checked="" type="radio"/> Yes <input type="radio"/> No	We provide the use of the network management platform for activities such as setting up access controls and driver groups for the charging stations, implementing pricing policies, accessing station utilization information, reporting, and other features. EV Connect processes all credit card transactions on behalf of the site host via Braintree (a PayPal company) and distributes station revenue back to the site host on a monthly or quarterly basis, whichever they prefer.
75	Grid or power management solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, we are OpenADR2.0b certified and actively participate in utility Demand Response programs for EV Charging. For example, we have integrated with Honeywell's DRAS system, which is used by Southern California Edison as a Virtual Top Node to post DR events. Our platform acts as a Virtual End Node to poll for DR events posted by the VTN and implement load shed/shift functions by throttling station capacity during the designated event time period.

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
76	Describe the process for installation of your products or services and explain the method of quotation, as applicable.	<p>EV Connect has a direct sales team responsible for quoting EV station projects on an on-going basis. This includes a mixture of hardware &amp; software options.</p> <p>The primary group within EV Connect tasked with supporting project deployment is our Project Management Organization (PMO). The PMO group handles activities such as assigning project managers, scheduling project tasks, handling procurement of stations, coordinating with installation subcontractors, and ensuring successful project commissioning.</p> <p>With leadership from our Project Management Office, we assign a lead Project Manager, who coordinates all aspects of the project implementation. Our PMO structure closely resembles a sliding scale of tools meant to support the expectations of our customer and program needs. The PMO will coordinate with all other groups within EV Connect for effective project delivery, installation, and management.</p>
77	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>We utilize a mixture of union &amp; non-union certified electricians and sub-contractors across the US that are EVITP-certified whenever possible and strongly encourage all of our subcontractors to obtain this certification. EVITP stands for Electric Vehicle Infrastructure Training Program and is recognized nationwide. All of our contractors have appropriate licenses for the required tasks.</p>
78	Identify the data collected during the initial installation of your equipment, products, or services. Identify the data collected when your equipment, products, and services are accessed by an end-user.	<p>EV Connect utilizes our network of certified electricians and subcontractors to collect site-specific information such as, but not limited to, necessary electric panel upgrades, cellular/wifi signal testing, and site design (including EV station location).</p> <p>EV Connect stores complete station and session information and limited driver information (generally limited to the driver's email address and optionally, their cell phone number)</p> <p>Communications between station and network are managed through a secure websocket between the platform and the EVSE.</p> <p>The platform has robust data analytics and learning capabilities. The main reports, all of which can be run across different timeframes on a network, organization, or organization location basis:</p> <ul style="list-style-type: none"> <li>- Sessions - Sessions by driver - Drivers - Interval data (every 15 minutes) - Station utilization</li> <li>- Station health - Transactions / revenue - Active ports - Sustainability metrics</li> </ul> <p>All data can be exported as CSVs. In addition, session and interval data can be configured to send CSVs automatically via SFTP for any grouping of organization locations.</p> <p>The platform also has the ability to segment stations by business type (e.g. retail, workplace, MUD), site type (e.g. destination, corridor), and power level (e.g. L2, L3) in order to analyze session and interval data by those segments.</p> <p>EV Connect supports the following data points and they are available on a organization-by-organization basis:</p> <ul style="list-style-type: none"> <li>- Charging Time (magnitude and percentage) - Dwell (non-charging) Time (magnitude &amp; percentage) - Revenue - Chargers operating vs non-operational (real time as well as over time) - Tracking of charger failure causes - Issue resolution times - Mapping of data points (applies to any/all)</li> </ul>
79	Identify the storage location for all data collected in the use of your equipment, products, or services. Describe applicable data security measures and identify any services performed outside the US or Canada, as applicable.	<p>EV Connect stores data securely within its VPC for the duration of its useful life. Data is periodically archived. Customer specific Data (PII) is never distributed, sold or licensed and access to data is strictly limited to authorized customers and EVC system administrators. The EV Connect network is hosted via Amazon Web Services.</p>

**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 80. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

**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."
  - Financial Strength and Stability (optional)
  - [Marketing Plan/Samples](#) - EV Connect Marketing Plan.zip - Monday April 19, 2021 10:21:33
  - [WMBE/MBE/SBE or Related Certificates](#) - EV Connect Related Certificates.zip - Monday April 19, 2021 10:25:48
  - Warranty Information (optional)
  - [Pricing](#) - EV Connect Sourcewell Pricing Matrix 2021 - Hardware, Software.xlsx - Monday April 19, 2021 10:24:39
  - Upload Additional Document (optional)



## Proposer's Affidavit

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

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 contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
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 exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. 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 or the Canadian 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. - Stephen Carr, East Coast Sales, EV Connect, Inc.

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

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
<b>Addendum_8_EV_Supply_Eqpt_RFP_042221</b> Thu April 15 2021 05:17 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_7_EV_Supply_Eqpt_RFP_042221</b> Tue April 13 2021 06:10 PM	<input checked="" type="checkbox"/>	3
<b>Addendum_6_EV_Supply_Eqpt_RFP_042221</b> Mon April 12 2021 06:28 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_5_EV_Supply_Eqpt_RFP_042221</b> Tue April 6 2021 08:27 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_EV_Supply_Eqpt_RFP_042221</b> Thu April 1 2021 05:07 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_EV_Supply_Eqpt_RFP_042221</b> Fri March 26 2021 09:24 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_EV_Supply_Eqpt_RFP_042221</b> Mon March 15 2021 06:38 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_1_EV_Supply_Eqpt_RFP_042221</b> Thu March 11 2021 05:32 PM	<input checked="" type="checkbox"/>	1