

MA 18P 2204050000000000107
NEW

State of Maine



Master Agreement

Effective Date: 04/07/22

Expiration Date: 07/20/25

Master Agreement Description: EV Charging Stations, Service, Maint. Sourcewell 0422221-FRE

Buyer Information

ext.

Issuer Information

Mark Bailey 207-287-6240 ext. mark.r.bailey@maine.gov

Requestor Information

Danielle Brooks 207-624-8215 ext. DANIELLE.BROOKS@MAINE.GOV

Agreement Reporting Categories

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VS0000025622

Vendor Name

FreeWire Technologies, Inc

Alias/DBA

FreeWire Technologies, Inc.

Vendor Address Information

1999 Harrison St
Suite 2650
Oakland, CA 94612
US

Vendor Contact Information

Susan Monson
415-305-5051 ext.
salesops@freewiretech.com

Commodity Information

Vendor Line #: 1

Vendor Name: FreeWire Technologies, Inc

Commodity Line #: 1

Commodity Code: 06009

Commodity Description: EV Charging Stations, Service, Maint. Sourcewell 0422221-FRE

Commodity Specifications: EV Charging Stations, Service, Maint. Sourcewell 0422221-FRE

Commodity Extended Description: EV Charging Stations, Service, Maint. Sourcewell 0422221-FRE

| | | |
|-----------------|------------|-------------------|
| Quantity | UOM | Unit Price |
| 0.00000 | | 0.000000 |

| | |
|----------------------|----------------------|
| Delivery Days | Free On Board |
|----------------------|----------------------|

| | | |
|------------------------|---------------------------|-------------------------|
| Contract Amount | Service Start Date | Service End Date |
| 0.00 | 04/07/22 | 07/20/25 |

| | | |
|---------------------|----------------------------|--------------------------|
| Catalog Name | Discount | |
| | 0.0000 % | |
| | Discount Start Date | Discount End Date |

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:
 4/5/2022
6D6437754DD0459

Signature Date

Jaime C. Schorr, Chief Procurement Officer

and

FreeWire Technologies, Inc

DocuSigned by:
 4/5/2022
AF01F6AD5CC240B...

Signature Date

Ethan Sprague, VP Sales

Products & Services

Sourcewell contract 042221-FRE gives access to the following types of goods and services:

- Ultrafast EV charging stations
- Energy storage
- Asset management software
- Service & maintenance

Vendor Contact Person: The vendor contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues and any issues pertaining to the Master Agreement (MA) contract. All orders not submitted through a Delivery Order will be sent through the vendor contact person. The vendor contact person for this MA is:

Name: Susie Monson

Tel: 415-305-5051

Email: smonson@freewiretech.com

Pricing: Up to 3% Discount off MRSP

Volume discount applicable to order size

Sourcewell Participating Addendum

SOURCEWELL CONTRACT #: 042221-FRE**CONTRACTOR: FREEWIRE TECHNOLOGIES**Participating Entity: **STATE OF MAINE****SCOPE AND PARTICIPATION:**

1. Scope:
 - This Participating Addendum includes the entire scope of the products and services available through the Sourcewell Contract.
 - This Participating Addendum includes the entire scope of the products and services available through the Sourcewell Contract, except the following:
2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Contract between Sourcewell and the Contractor for EV Charging Stations and associated support and maintenance. This Participating Addendum may be used by all State of Maine departments, agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state. Issues of interpretation and eligibility for participation are solely within the authority of the State of Maine Chief Procurement Officer.
3. Term:
 - This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Contract, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
 - This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on [date], unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Contract, as amended.
4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

CONTRACTOR:

| | |
|------------|--|
| Name: | Susie Monson |
| Address: | 1999 Harrison St, Suite 2650, Oakland, CA 94612 |
| Telephone: | 415-305-5051 |
| Fax: | |
| Email: | smonson@freewiretech.com |

PARTICIPATING ENTITY:

| | |
|------------|--|
| Name: | William Allen |
| Address: | SHS 9, Burton Cross Office Building, Augusta ME 04333-0009 |
| Telephone: | 207-624-7871 or 207-624-7340 |
| Fax: | NA |
| Email: | Wje.allen@maine.gov |

Sourcewell Participating Addendum

PARTICIPATING ENTITY MODIFICATIONS AND ADDITIONS TO THE SOURCEWELL CONTRACT

- This Participating Addendum incorporates all terms and conditions of the Contract as applied to the Participating Entity and Contractor.
- This Participating Addendum incorporates all terms and conditions of the Contract as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Contract itself.

- A. INVOICES AND PAYMENT: Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents. Provider shall submit detailed invoices, itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Department and Advantage Contract numbers for this contract.
- B. BENEFITS AND DEDUCTIONS. If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.
- C. INDEPENDENT CAPACITY. In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
- D. DEPARTMENT'S REPRESENTATIVE. The Contract Administrator shall be the Department's representative during the period of this Contract. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Contract are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
- E. CHANGES IN THE WORK. The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.

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- F. SUB-AGREEMENTS. Unless provided for in this Contract, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Contract Administrator. Any sub-agreement hereunder Entered into subsequent to the execution of this Contract must be annotated "approved" by the Contract Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.
- G. SUBLETTING, ASSIGNMENT OR TRANSFER. The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator. No subcontracts or transfer of Contract shall in any case release the Provider of its liability under this Contract.
- H. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the Provider agrees as follows:
- a. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.
 - b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
 - c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

Sourcewell Participating Addendum

- e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
- f. Providers and subcontractors with Contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs, which programs must conform with applicable state and federal laws, rules and regulations.
- g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- I. EMPLOYMENT AND PERSONNEL. The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any (a) state employee or (b) any former state employee who participated in any way in the solicitation, award or administration of this Agreement. This restriction shall not apply to regularly retired employees or any employee who has out of state employment for a period of twelve (12) months.
- J. WARRANTY. The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Contract. For breach or violation of this warranty, the Department shall have the right to annul this Contract without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- K. ACCESS TO RECORDS. As a condition of accepting an Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This

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subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

- L. TERMINATION. (a) The performance of work under the Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective. Upon such termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination. (b) Either party may terminate this Agreement for cause by providing a written notice of termination stating the reason for the termination. Upon receipt of the notice of termination, the defaulting party shall have fifteen (15) business days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) business days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default with the initial 15 days.
- M. GOVERNMENTAL REQUIREMENTS. The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.
- N. GOVERNING LAW. This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
- O. STATE HELD HARMLESS. The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.
- P. NOTICE OF CLAIMS. The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed that is related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.
- Q. APPROVAL. This Contract must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
- R. INSURANCE. The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which

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policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

- S. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Contract.

The State agrees that at the time it executes a purchase order for good and/or services under this Agreement it has money appropriated to pay for such goods and/or services.

- T. SEVERABILITY. The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

- U. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

- Rider C Exceptions
- Rider B Terms and Conditions
- Rider A Scope of Work
- Payment Rider
- Rider D Included at Department's Discretion
- Rider E Included at Department's Discretion
- Rider F Included at Department's Discretion
- Rider G Identification of Country in which contracted work will be performed
- Business Associate Agreement included at Department's Discretion
- Other Included at Department's Discretion

- V. FORCE MAJEURE. The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.

- W. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or

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monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

- X. ENTIRE CONTRACT. This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.
- Y. AMENDMENT: No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.
- Z. DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION: By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:
- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
 - b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
 - c. Have not Entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies,

Sourcewell Participating Addendum

equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

5. Lease Agreements: All lease agreements for State of Maine departments, agencies or quasi agencies must be approved by the Procurement Services Chief Procurement Officer (CPO) before signed and implemented. Political Subdivisions may enter into lease agreements without Procurement Services CPO approval.
6. Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity’s state, as shown on Contractor’s Sourcewell specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor’s contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Contract.
7. Orders: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Sourcewell contract unless the parties to the order agree in writing that another contract or agreement applies to the order. The State of Maine will not be responsible for any order placed by Political Subdivisions. All orders will originate from these groups and they will be liable for all payments.

IN WITNESS, WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

PARTICIPATING ENTITY

CONTRACTOR

| | |
|--|--|
| Signature: DocuSigned by: <i>Jaime C. Schorr</i> 6D6437754DD0459... | Signature: DocuSigned by: <i>Ethan Sprague</i> AF01F6AD5CC240B... |
| Name: Jaime C. Schorr | Name: Ethan Sprague |
| Title: Chief Procurement Officer | Title: VP Sales |
| Date: 4/5/2022 | Date: 4/5/2022 |

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and FreeWire Technologies, 1933 Davies Street, Suite 301A, San Leandro, CA 94577 (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 Sourcwell 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 Sourcwell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcwell 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 Sourcwell 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

FreeWire Technologies

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/15/2021 | 11:44 AM CDT

DocuSigned by:
Renee Samson
By: 3F63679A63A14A3...
Renee Samson
Title: Director of Regulatory Affairs
Date: 7/15/2021 | 9:25 AM PDT

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 7/15/2021 | 11:47 AM CDT

RFP 042221 - Electric Vehicle Supply Equipment and Related Services

Vendor Details

Company Name: FreeWire Technologies
Does your company conduct business under any other name? If yes, please state: CA
Address: 1933 Davis Street Suite 301A
San Leandro, MA 94577
Contact: John Erdman
Email: jerdman@freewiretech.com
Phone: 617-429-5825
Fax: 617-429-5825
HST#: 464 847451

Submission Details

Created On: Thursday March 04, 2021 08:33:24
Submitted On: Wednesday April 21, 2021 16:42:20
Submitted By: Renee Samson
Email: rsamson@freewiretech.com
Transaction #: 072bd794-7f15-49b7-b42b-e8557e30870f
Submitter's IP Address: 71.198.144.184

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): | FreeWire Technologies |
| 2 | Proposer Address: | 1933 Davies Street, Suite 301A, San Leandro, California 94577 |
| 3 | Proposer website address: | www.freewiretech.com |
| 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): | Renee Samson, Director of Regulatory Affairs 1933 Davies Street, Suite 301A, San Leandro, California 94577 rsamson@freewiretech.com 415-297-4360 |
| 5 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Renee Samson, Director of Regulatory Affairs 1933 Davies Street, Suite 301A, San Leandro, California 94577 rsamson@freewiretech.com 415-297-4360 |
| 6 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Ethan Sprague, VP of Sales, Marketing, Product and Regulatory 1933 Davies Street, Suite 301A, San Leandro, California 94577 ethan@freewiretech.com 510-292-6362 |

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>FreeWire is dedicated to accelerating the deployment of EVSE by reducing the barriers to installation and the high energy cost of operating chargers. FreeWire accomplishes this by integrating battery storage technology into its Boost Charger, which reduces the cost of make-ready infrastructure and dramatically reduces the grid impact of charging vehicles. Boost Charger is a direct current fast charger (DCFC) that utilizes a low power 208V/240V input to continuously charge the 160 kWh battery pack that in turn provides a high power charge directly to the vehicle of up to 120 kW. The Boost Charger delivers high power output to vehicles while dramatically lowering the energy costs of charging, which is a significant benefit to site hosts, grid operators, and ratepayers alike.</p> <p>FreeWire is a California Small Business that manufactures in the DAC community of San Leandro. FreeWire has received a number of grants, including a CEC Advanced Manufacturing grant in 2019 and 2020 . FreeWire just completed its Series C funding and our investors include well known market players such as BP, ABB, and Volvo. While FreeWire has been operating for seven years, primarily manufacturing mobile level 2 chargers and electric generators, Boost Chargers were introduced in 2020 and have been deployed in California, Tennessee, Oklahoma, and the United Kingdom and will soon be deployed in Nevada, Utah, and Massachusetts. The Boost Charger has undergone testing at EPRI that has verified the performance and cost reduction benefits of the technology.</p> <p>FreeWire's mission is not just to electrify but to create sustainable electrification. FreeWire is addressing electrification holistically to reduce the overall costs of electrification, not just for vehicle owners but for businesses and the energy system. By siting batteries at the grid edge, and utilizing existing infrastructure to repower them, FreeWire's products can provide resiliency solutions while minimizing total cost of deployment. FreeWire's products can store solar and wind power and enable use of off-peak energy during on-peak periods without the need for any managed charging or demand charge reforms.</p> |
| 8 | What are your company's expectations in the event of an award? | FreeWire expects to be able to sell its Boost Charger to more market segments and more locations with one of the fastest deployment times of any DCFC station on the market. FreeWire is increasing production of Boost and expects to install several hundred stations in 2021. |
| 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. | FreeWire has uploaded both its 2020 balance sheet and 2020 financials. We also uploaded a document with several links to business announcements that highlight our financial stability and recent successes. |
| 10 | What is your US market share for the solutions that you are proposing? | <p>The FreeWire Boost is the only UL approved, battery integrated, DC UltraFast charging station available for purchase in the US. In the US, FreeWire Boost has a 100% market share of battery integrated DC UltraFast chargers.</p> <p>The FreeWire Mobi EV Charger is the only widely deployed mobile battery enabled Level 2 charger available in the US. Estimated market share is 85%.</p> |
| 11 | What is your Canadian market share for the solutions that you are proposing? | <p>The FreeWire Boost is in the process of establishing CUL (Canadian UL) approval. Once this is established and once FreeWire begins deliveries into Canada, FreeWire expects to maintain a 100% market share of battery integrated DC UltraFast chargers in Canada.</p> <p>The FreeWire Mobi EV Charger is the only widely deployed mobile battery enabled Level 2 charger available in North America. As of this date, all customers are in the US.</p> |
| 12 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | No |

| | | | |
|----|--|--|---|
| 13 | 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. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | FreeWire is a manufacturer of its equipment. FreeWire maintains three main paths to sales. 1) FreeWire has a robust in-house sales team that includes both Sales Development Representatives as well as field based Sales Directors 2) FreeWire has a network of both regional and national Authorized Value Added Resellers that provides coverage in all 50 US states and all Canadian provinces. 3) FreeWire maintains Authorized Reseller relationships with the Driver Network (OCCP software) centric entities, EV Connect as an example, with sales forces that cover all of the US and Canada. FreeWire's Authorized Value Added Reseller network includes the top EVSE Value Added resellers in the industry. Most of FreeWire's authorized dealers have been in the EVSE industry for over 6 years. FreeWire also has established a service partnership with Lane Valente Industries, a top tier EVSE O&M service provider, with coverage in all states and provinces. FreeWire has additional localized Service Partners in certain high EV population states. | * |
| 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. | UL2202, UL2231-1, UL2231-2, UL991, UL1973 (battery pack) FCC part 15 Class A (U.S.). In addition, many of our subcomponents are also certified to their respective standards - including all main power components/systems, cabling, harnesses, connectors, BMS and BMS software. There are a vast number of other requirements that form the basis of our topline certification, and required for our overall certifications. | * |
| 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 | Global Cleantech 100 (2018-2021), 2020 bp Advancing Low Carbon Accreditation, 2020 Acterra BEA for Environmental Innovation, 2020 Environment + Energy Leader 100; Approved supplier for NYPA, National Grid, PG&E, SCE, among others. | * |
| 17 | What percentage of your sales are to the governmental sector in the past three years | 53% of FreeWire sales in the past three years have been to the government sector. Customers include Public Service Corporation of Oklahoma, Nevada Energy, Tennessee Valley Authority, American Electric Power, Southern California Edison, Sacramento Municipal Utility District, Redwood City Public Works, Los Angeles Department of Water and Power, Los Angeles County, New York Department of Citywide Administrative Services, and Washington State Department of Enterprise Services. Since the release of Boost Charger in 2020, sales to municipalities and other government sectors continue to rise sharply. | * |
| 18 | What percentage of your sales are to the education sector in the past three years | Less than ten percent of FreeWire sales have been to the education sector. Our largest education customer is the University of California for use in fleet electrification and backup power applications. Since the release of Boost Charger in 2020, sales to the education sector is expected to increase sharply. | * |
| 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? | FreeWire is listed on the Washington DES contract, MA COMM BUYS contract, SCPPA contract, and NYPA contract. Sales volume from the Washington contract are \$32k plus \$165k pending final contract approval. | * |
| 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? | GSA is pending. | * |

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 * | |
|---------------|---|--|---|
| LA County | Michael Owh General Manager Purchasing & Contract Services Internal Services Department County of Los Angeles | mowh@isd.lacounty.gov | * |
| LADWP | Steven Baule / Director of Special Projects for Sustainability and Economic Development | Steven.baule@LADWP.com (800) 342-5397 | * |
| UC Davis | Fred Gallardo, CAFM Interim Director Fleet Services | fjgallardo@ucdavis.edu Office: 530-752-8229 | * |

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 * | |
|---------------------------------------|---------------|--------------------|---------------------------------|-------------------------------|----------------------------------|---|
| Los Angeles County | Government | California - CA | Backup power, distributed power | 9 Mobi units | \$600,000 | * |
| Sacramento Municipal Utility District | Government | California - CA | Backup power, distributed power | 3 Mobi units | \$200,000 | * |
| TVA | Government | Tennessee - TN | Electric vehicle charging | 1 Boost station | \$135,000 | * |
| Nevada | Government | Nevada - NV | Electric vehicle charging | 2 Boost units and 1 Mobi unit | \$400,000 | * |
| NYC | Government | New York - NY | Electric vehicle charging | 6 Mobi units | \$400,000 | * |

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. | FreeWire has a sales team of approximately 20 employees. Half are based in FreeWire's California headquarters while the balance are in remote offices. Remote offices include, Albany NY, Brooklyn NY, Los Angeles CA, San Diego, Dallas Texas, Boston MA, and Seattle WA. Within the next 90 days FreeWire will add personnel in the South and Midwest. This sales force is augmented by a dealer network that has coverage in all 50 US states and all Canadian provinces. |
| 24 | Dealer network or other distribution methods. | The FreeWire sales force is augmented by a dealer network that has coverage in all 50 US states and all Canadian provinces. FreeWire's dealer network includes the top EVSE Value Added resellers in the industry. Most of FreeWire's authorized dealers have been in the EVSE industry for over 6 years. Sales personnel at FreeWire Authorized resellers total well over 200 persons. FreeWire has a network of both regional and national Authorized Value Added Resellers that provides coverage in all 50 US states and all Canadian provinces. FreeWire's Authorized Value Added Reseller network includes the top EVSE Value Added resellers in the industry. Most of FreeWire's authorized dealers have been in the EVSE industry for over 6 years. FreeWire has established an authorized reseller relationship with Rexel Energy Services. RES is a well known Distributor within North America and is a subsidiary of Rexel, an international Distributor of electrical supply components. Additionally, FreeWire maintains Authorized Reseller relationships with the Driver Network (OCCP software) centric entities, EV Connect as an example, with sales forces that cover all of the US and Canada. |
| 25 | Service force. | FreeWire has established a service partnership with Lane Valente Industries, a top tier EVSE O&M service provider, with coverage in all states and provinces. FreeWire has additional localized Service Partners in certain high EV population states. In Oklahoma for example, where FreeWire has a large installed base, Techsico is an Authorized Service Partner. |
| 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. | FreeWire has uploaded the following two documents in response to this question: "Q26 FreeWire Support Flow" and "Q26 Level of Service and Schedule". |
| 27 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | FreeWire is excited about the prospect of working with Sourcewell participants to expand the company's footprint throughout the United States and Canada. FreeWire's unique DCFC solution will permit installations in urban and rural locations that cannot currently accommodate conventional DCFC stations. FreeWire is also expanding internationally and recently installed the first Boost Charger in the United Kingdom. |
| 28 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | FreeWire is excited about the prospect of working with Sourcewell participants to expand the company's footprint throughout the United States and Canada. FreeWire's unique DCFC solution will permit installations in urban and rural locations that cannot currently accommodate conventional DCFC stations. FreeWire is also expanding internationally and recently installed the first Boost Charger in the United Kingdom. |
| 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. | None. |

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>FreeWire employs a holistic marketing strategy engaging in both inbound and outbound campaigns. FreeWire will leverage our public relations agency to announce the contract and manage associated press. FreeWire has been recognized as a leader in the electric vehicle charging and energy storage sector with broad interest from publications such as Bloomberg, to industry publications such as Greentech Media and Electric Power Research Institute (EPRI).</p> <p>FreeWire has a strong social media presence with over 8,000 active followers that can further amplify the initial announcement with ongoing communication to our network. With a large email subscription list, FreeWire has an opportunity to send broad or targeted emails to relevant parties. FreeWire will gather inbound leads by hosting the contract on the company's website. Lastly, FreeWire will leverage and integrate the contract with marketing collateral for use by the sales team in direct outreach to potential customers. Examples of marketing collateral are uploaded and titled beginning with "Q32".</p> |
| 33 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | FreeWire is active across social media platforms including LinkedIn, Twitter, Facebook and Instagram. FreeWire utilizes Hootsuite to manage social media and analytics in addition to a third-party social media agency to increase engagement and provide relevant content for the diverse range of followers. FreeWire uses SEMrush to help optimize metadata and consistently grow organic website traffic. |
| 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? | FreeWire will promote its inclusion on the SourceWell contract to both potential customers, charging station hosts, and to its network of Authorized Resellers. FreeWire will pay the Sourcewell fee on behalf of its Authorized Resellers and will encourage its Authorized Resellers to market FreeWire's presence on the Sourcewell contract. |
| 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. | No. FW customers and Authorized Resellers issue purchase orders directly to the sales department. |

Table 8: Value-Added Attributes

| Line Item | Question | Response * |
|-----------|--|---|
| 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>FW provides a detailed site preparation guide to ensure that a site is properly wired and configured when the Boost Charger arrives for installation and commissioning. Hardware specification sheets are also provided with proper voltage and amperage specifications.</p> <p>FreeWire is developing its maintenance training program for third-party regional partners to deliver on the hardware warranty and for customers who wish to maintain the Boost Charger themselves. Each site host receives an operating manual and a personalized commissioning session. Video training guides on operations and troubleshooting are also available. Training materials have been uploaded, titled starting with "Q36".</p> <p>FreeWire's back end software provides 24/7/365 proactive monitoring, detecting faults or other issues, and providing reporting on station health for site hosts. This connectivity product allows FreeWire to maintain uptimes and provide site hosts with a variety of data, discussed in Q78.</p> |
| 37 | Describe any technological advances that your proposed products or services offer. | FreeWire's Boost Charger is the only battery-integrated DCFC station in North America. The use of low-power input to constantly charge the battery eliminates many of the infrastructure challenges caused by conventional DCFC stations because the low-power input can be installed on a standard 208/240V connection. Utility-side upgrades are nearly nonexistent. In turn, the Boost converts the battery power to provide high-power output directly from the battery to the vehicle. Bypassing a direct grid-to-vehicle connection eliminates the uncertainty and expense of costly demand charges that occur with the very peaky loads of conventional DCFC stations. Boost Charger will also be able to provide power to critical infrastructure with bidirectional capabilities, providing power to a site during a grid down event. Boost Charger will also be able to charge vehicles during a grid-down event until the battery is exhausted. |
| 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. | FreeWire products are eligible to generate low-carbon fuel credits (LCFS) and carbon credits in other state programs for both electric vehicle charging and battery storage. These credits can be monetized by station owners, improving the return on investment of the charging stations. |

| | | | |
|----|---|---|---|
| 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. | Energy Star requirements were amended in March to include an additional allowance for DCFC stations with energy management systems, including integrated battery storage. FreeWire is in the process of beginning testing for certification. | * |
| 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. | We have uploaded three certifications with respect to Voltrek, a WMBE reseller, titled starting with "Q40". | * |
| 41 | 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>As discussed above, FW is one of the few companies to offer a battery integrated DCFC station. In addition, it is one of the only DCFC stations that can dynamically charge two cars at the same time. One car can pull up to 120 kW and two cars charging simultaneously can each pull up to 60 kW (soon to increase to 150/75/75).</p> <p>Boost Charger is uniquely positioned for installation in otherwise hard-to-reach sites. It is ideally suited for rural locations where infrastructure upgrades may be cost prohibitive or where three phase power does not exist. Likewise, in dense urban areas with highly constrained grid conditions and difficult space restrictions, Boost Charger can be deployed on a standard 208V/240V service without the need for additional cabinets or other hardware that often takes up more space than the charging station itself.</p> <p>Boost Charger is also capable of being relocated if the site is no longer a viable site. The lack of extensive make-ready underground infrastructure means that the Boost can be moved if needed. This could occur if a lessee moves locations or another location proves to have more demand.</p> <p>Boost will also soon be able to operate in grid down situations and will also be able to provide energy services to site hosts, such as powering their site in the event of a brown out, allowing POS equipment and lights to work by utilizing the Boost Charger battery pack.</p> <p>Boost Charger connectors are also customizable, allowing for two CCS or a combination of CCS and CHadeMO.</p> | * |

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? | Yes, pursuant to the terms of our Standard Limited Warranty, uploaded and titled beginning with "Q42". | * |
| 43 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | Yes, as follows: This Warranty does not apply to, and FreeWire will not be responsible for, any defect in or damage to Equipment: (a) that has been misused, neglected, tampered with, altered, or otherwise damaged, either internally or externally (including with regard physical, hardware, firmware and software components); (b) that has been improperly transported, handled, installed, operated, used or repaired, including use under conditions for which Equipment was not designed, use in an unsuitable environment, or use in a manner contrary to the Installation Guide and the User Manual or applicable laws or regulations; (c) that have been subjected to fire, water, generalized corrosion, biological infestations, acts of nature, or input voltage that creates operating conditions beyond the maximum or minimum limits listed in Equipment specifications, including high input voltage from generators or lightning strikes; (d) that has been subjected to incidental or consequential damage caused by defects of other third-party components; or (e) if the original identification markings (including serial number) of such products have been defaced, altered, or removed. | * |
| 44 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | No. | * |
| 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? | No. FreeWire works with a network of maintenance service providers to provide regional coverage in a timely manner. | * |
| 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? | Not applicable. | * |
| 47 | What are your proposed exchange and return programs and policies? | FreeWire's Standard Warranty includes provisions for the RMA process. With respect to any Equipment for which a valid warranty claim is made during the Warranty Period, FreeWire will, in its sole discretion, either: (i) repair or replace such Equipment (or the defective part); or (ii) credit or refund the price of such Equipment at the pro rata contract rate. | * |
| 48 | Describe any service contract options for the items included in your proposal. | FreeWire offers a Standard Limited Warranty that is a three-year parts and labor. It covers the battery system, the rest of the charger equipment (system warranty) and parts and labor. FreeWire also offers a one or two year extended warranty available for purchase. | * |

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.) | All stations are covered by the three-year Standard Limited Warranty that is a three-year parts and labor. It covers the battery system, the rest of the charger equipment (system warranty) and parts and labor. FreeWire also offers a one or two-year extended warranty available for purchase. | * |
| 50 | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | None. See our response to question 49. | * |

Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * | |
|-----------|---|---|---|
| 51 | What are your payment terms (e.g., net 10, net 30)? | Our typical payment term is net 30. | * |
| 52 | Describe any leasing or financing options available for use by educational or governmental entities. | FreeWire has partnered with Macquarie Capital to offer competitive financing for qualified customers, allowing site hosts to provide a premium service with no upfront cost. Financing covers everything you need to launch an EV charging project, including capital equipment, shipping, installation, maintenance, warranty, and software costs. | * |
| 53 | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell 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 Sourcwell participating entities' purchase orders. | FreeWire is experienced with offering contracted pricing to various public and private entities. FreeWire tracks all sales activity on a scalable CRM platform with the ability to meet the needs of reporting to Sourcwell. Upon award, FreeWire will leverage our CRM tools to tag any Sourcwell opportunities appropriately so that they receive Sourcwell contract and pricing terms. All sales that are conducted by FreeWire's channel partners will be similarly tagged. In addition, all partners will be required to conform to Sourcwell contract language. As sales are made and shipments are processed, all Sourcwell orders will be recorded in our CRM system which will then generate quarterly reporting for all Sourcwell sales. From this reporting, the Sourcwell administrative fee can easily be calculated and paid. | * |
| 54 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process? | FreeWire does not currently accept P-card. | * |

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 Sourcewell 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 Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | FreeWire quotes at MSRP except for large quantity orders. FreeWire has uploaded a pricing spreadsheet, reflecting a Sourcewell discount, titled "Q55 Sourcewell_cost_2021_worksheet". |
| 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. | Discounts will range from 0-3% of MSRP. FreeWire will provide a 3% discount on hardware. (Note a FreeWire average sale is in excess of \$150,000) FreeWire offers software and services at MSRP. |
| 57 | Describe any quantity or volume discounts or rebate programs that you offer. | For large quantity orders, FreeWire provides a 3-15% discount on hardware. |
| 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. | FreeWire offers 3 different options for port configuration, as well as several input voltage and supply phase configurations. All of these options are offered to the customer with no increase or decrease in price. FreeWire is open to providing non-standard options on a custom proposal basis. |
| 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. | FreeWire's pricing includes the FreeWire hardware as described and FreeWire software as described within the FreeWire extended warranty (above). Provisioning on the FreeWire AMP system is also included with the warranty. Post-warranty connectivity and software require an additional annual fee. Freight, physical installation, and software provisioning purchased from third-parties are not included. |
| 60 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | FreeWire's products are made available to the customer at FreeWire's warehouse. The customer typically is responsible for arranging and paying for shipping. FreeWire will arrange shipping for a customer upon request, subject to an additional shipping and handling fee. |
| 61 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | FreeWire typically utilizes standard LTL carriers for all US states and Canada. Offshore delivery would be arranged on a case-by-case basis. |
| 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. | FreeWire typically sells to all entities, including government agencies, at MSRP. FreeWire will offer Sourcewell customers a 3% discount, which is better than the Proposer typically offers to GPOs, coop 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. | Upon award, FreeWire will leverage our CRM tools to tag any Sourcewell opportunities appropriately so that they receive Sourcewell contract and pricing terms. All sales that are conducted by FreeWire's channel partners will be similarly tagged. In addition, all partners will be required to conform to Sourcewell contract language. As sales are made and shipments are processed, all Sourcewell orders will be recorded in our CRM system which will then generate quarterly reporting for all Sourcewell sales. From this reporting, the Sourcewell administrative fee can easily be calculated and paid. |
| 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. | FreeWire will track the percentage of overall sales to Sourcewell contract sales as well as the increase in sales to sectors eligible for Sourcewell purchases. |
| 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.) | FreeWire proposes a 1.5% administrative fee. This fee will be paid on all FreeWire products, services and warranties. FreeWire will not pay the administrative fee on installation services performed by channel partners, freight costs, or Network renewals or warranty renewals. |

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. | FreeWire has uploaded specification sheets for the Boost Charger, Mobi L2 charger, and the Mobi electric generator, all three documents titled beginning with "Q67". |
| 68 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | Subcategories could include battery integration, battery storage, mobile charging, resiliency, backup power, ultra-fast charging, dual port fast charging, 150 kW, high voltage output, fleets, medium duty/heavy duty, islanding, emergency charging, microgrid, re-deployable, DCFC, and low voltage inputs. |

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 checked="" type="radio"/> Yes <input type="radio"/> No | Yes. All FreeWire products can be operated as both a networked or a non-networked station from the perspective of the site host and driver. FreeWire will always maintain a network connection with the station to ensure warranty monitoring. |
| 70 | Network electric vehicle charging hardware | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes. All FreeWire products can be operated as both a networked or a non-networked station from the perspective of the site host and driver. If a site host wishes to have a software network that will provide driver-facing support for the Boost Charger, FreeWire is compatible with several of the major networks offered in North America using OCPP 1.6. FreeWire will always maintain a network connection with the station to ensure warranty monitoring. |
| 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 | Services include maintenance, repair, parts and supplies, site leasing solutions, charging services, and training. FreeWire provides cloud-based station monitoring and reporting for all of its products, as well as a driver application for use with the Mobi valet service. The valet service, used primarily at workplaces, allows drivers to check in and queue up for a charging session, allowing for maximum utilization of the L2 stations. |
| 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 | FreeWire maintains a network of authorized and licensed installers and resellers that provide site assessment, site preparation and materials, and installation services related to Boost Charger. |
| 73 | Network service provider or operator | <input checked="" type="radio"/> Yes <input type="radio"/> No | FreeWire maintains a back-office network connection with all its products in order to provide proactive monitoring, station operating configuration, and reporting. Customers may choose to contract with a third-party network provider such as EV Connect, Greenlots, or ChargePoint to enable additional services for the driver and site host. |
| 74 | Charge monitoring, reporting, or billing services | <input checked="" type="radio"/> Yes <input type="radio"/> No | There are two configurations for payment options. Boost Charger is OCPP 1.6 compliant and designed to work with all OCPP 1.6 compliant network providers. In the alternative, if a site host chooses not to contract with a third-party network provider, it can still collect payment from drivers using the credit card magnetic stripe and RFID reader. |
| 75 | Grid or power management solutions | <input checked="" type="radio"/> Yes <input type="radio"/> No | FreeWire intends to offer these services in the next twelve months and will update Sourcewell accordingly. |

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. | FreeWire customers engage third-party installers directly to install the equipment. The Boost Charger can be installed with a forklift if the site configuration is typical and installation is typically a 2-3 hour process. FreeWire can also recommend an installer. FreeWire does not currently hold a general contractor or electrical contractor license and therefore cannot pass through those services to customers in some jurisdictions. |
| 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. | Not applicable. |
| 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. | Our products collect the following data: state of charge of the vehicle, start time of the charging session, end time of the charging session, dwell/idle time, Boost battery state of charge, input power, output power, and internal temperature of the Boost Charger. Boost Charger also collects total cost of charging session (if fee applies) and dozens of data points on internal performance of the charger, including any faults generated. Upon installation, the location of the station is collected and tests are performed on the equipment. |
| 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. | FreeWire uses AWS servers in the United States to store all charging session data. FreeWire does not collect any data or PII of drivers using our charging stations. |

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 |
|------------------|-----------------------------------|------------------------------------|
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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](#) - Q9 FW Financials Combined.pdf - Tuesday April 20, 2021 15:46:23
- [Marketing Plan/Samples](#) - Q32 Marketing Materials.pdf - Wednesday April 21, 2021 11:49:25
- [WMBE/MBE/SBE or Related Certificates](#) - Q40 Woman Owned Certs.pdf - Wednesday April 21, 2021 11:57:14
- [Warranty Information](#) - Q42 Warranty03_2021.docx.pdf - Wednesday April 21, 2021 12:22:09
- [Pricing](#) - Q55 Sourcewell_cost_2021_final.xlsx - Wednesday April 21, 2021 12:00:03
- [Upload Additional Document](#) - Q67 36 26 Combined.pdf - Wednesday April 21, 2021 12:34:08

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. - Renee Samson, Director of Regulatory Affairs, FreeWire Technologies

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