CITY COUNCIL **AGENDA REPORT**

MEETING DATE: July 20, 2022 **ITEM # 7**

SUBJECT:

CONSIDERATION OF AWARD OF CONTRACT WITH REXEL ENERGY SOLUTIONS FOR CHARGEPOINT, INC.'S ELECTRIC VEHICLE SUPPLY EQUIPMENT FOR THE CITY OF WEST SACRAMENTO'S PLUG-IN PARTNERSHIP PROGRAM (CIP 11036)

INITIATED OR REQUESTED BY:

[ ] Council [X] Staff

[ ] Other

REPORT COORDINATED OR PREPARED BY:

Stephanie Chhan, Senior Transportation Planner
Community Development Department

ATTACHMENT [X] Yes [ ] No [ ] Information [ ] Direction [X] Action

OBJECTIVE

The purpose of this report is to provide the City Council with sufficient information to award a contract to ChargePoint's third party supplier, Rexel Energy Solutions, for the procurement of electric vehicle supply equipment. The City will use Sourcewell Cooperative Purchasing Agreement No. #042221-CPI. The procurement of the electric vehicle supply equipment includes site validation of installation, software subscription, maintenance support, and warranty of the electric vehicle supply equipment for the City of West Sacramento's Plug-In Partnership Program (CIP 11036).

RECOMMENDED ACTION

Staff respectfully recommends that the City Council:

1) Approve and authorize the City Manager, or the City Manager's designee, to execute all contract(s) and purchase order(s) with Rexel Energy Solutions, (ChargePoint's third party supplier), and ChargePoint, Inc. related to the purchase of electric vehicle supply equipment. This shall include site validation for installation, a 5-year software subscription, and 5 years of maintenance support and warranty support through Assure, under the Plug-In Partnership Grant; and
2) Authorize the City Manager, or the City Manager's designee, to execute non-substantive changes or modifications to the purchase orders or contracts with Rexel Energy Solutions or ChargePoint, with approval from the City Attorney; and
3) Authorize the City Manager, or the City Manager's designee, to issue change orders up to 10% of the value of the purchase order, not to exceed $125,000; and
4) Authorize the City Manager, or the City Manager's designee, to approve and execute a Master Services and Subscription Agreement for Cloud Services with ChargePoint, Inc.

BACKGROUND

In December 2018, Sacramento Area Council of Governments (SACOG) Board of Directors authorized the award of a Green Region grant in the amount of $2,665,000 to the City of West Sacramento's Plug-in Partnership (PiP) Program. The PiP Program supports increased adoption and use of zero emission vehicles through the citywide installation of electric vehicle (EV) charging stations throughout the City, including collaboration with local fleet-operating stakeholders. The required 11.47% local match requirement is met through in-kind donations of labor and equipment with the City's primary partner in the submitted grant application, ChargePoint Inc.

The overall scope of the PiP Program includes siting, design, permit, construction and installation of between 25-35 Level 2 (L2) charging stations and 7-14 DC Fast Chargers (DCFC). The program was broken into phases, with Phase 1 focused primarily on City-owned and EV-ready site locations to support expedient installation of charging infrastructure where possible. Phase 2 will expand the work to assess private property locations more broadly as candidate site for installations, such as commercial plazas, and will explore necessary coordination and policy decisions such as pricing, in order to partner with private entities for additional EV Charger installations.

In October 2019, the City Council adopted Resolution 19-94, which authorized an amendment to the Capital Improvement Program to exchange $2,665,000 in Congestion Mitigation and Air Quality (CMAQ) with $1,000,000 of Measure E and $1,665,000 of General Fund dollars. By approving Resolution 19-94, the City Council defederalized the PiP Program and enabled work on the project to begin. Since then, staff has continued work on siting, coordination with ongoing City-owned projects to make-ready for EV installations where appropriate. Though the project is now utilizing local funds, the City still maintains a commitment to deliver a minimum of 25 L2 charging stations and 7 DCFCs. Failure to perform or delivery this project may be considered

by SACOG as a disqualifying or discounting factor for existing or future projects proposed through SACOG's competitive funding programs.

Currently, Kimley-Horn is concluding design services and permitting requirements for Phase 1 "EV-ready" sites. As identified in Attachment 1, City staff is currently proposing to install 10 single port L2 chargers, 26 dual port L2 chargers, and 12 single port DCFC chargers at 12 sites across the City. After Kimley-Horn completes final design and the City receives permitting approvals for these sites, the City will release a bid to solicit a construction contractor to install the equipment. Due to supply chain issues, ChargePoint, Inc. is estimating possible delays of approximately 2.5 months for L2 chargers and 7 months for DCFC chargers. To maintain the schedule and avoid delays to install the electric vehicle supply equipment (EVSE), staff is currently seeking City Council authorization to purchase ChargePoint's EVSE such that the equipment will be ready for delivery and installation once the City selects a construction contractor.

ANALYSIS

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota that offers cooperative procurement solutions for government agencies. Sourcewell provides participating entities, such as municipal governmental agencies, with preapproved vendors to provide equipment, products, or services. Using a cooperative is allowable under the City purchasing policy, along with the benefits associated with utilizing them, such as fair and competitive pricing.

Sourcewell vendors are part of the Sourcewell Cooperative Purchasing Network and all procurement processes with Sourcewell comply with State of California contract terms and conditions, procurement codes, policies, and guidelines. The Sourcewell Cooperative Purchasing Network is composed of various pre-approved vendors that provide products and services, and also ensure that product installations meet all building code requirements for the State of California. Sourcewell's competitive process is similar to that in the City municipal code and that due to economies of scale, the nature of the product, or market conditions, the price of the EVSE is likely to be less through the cooperative purchase than through the City's independent purchasing pursuant to Chapter 3.04.

ChargePoint, Inc. is a pre-approved Sourcewell vendor that offers Level 2 charging stations, DCFC stations, network services, and maintenance plans & accessories for EVSE. The City will be purchasing from Rexel Energy Services, who is an approved channel partner/distributor for ChargePoint. This is approved under the Sourcewell Cooperative Purchasing Agreement #042221-CPI, as per the following specific provisions:

- Table #2, Line item #13 (page 21 of 43) – explains that ChargePoint sells both direct, and also via a "network of partners across the US… for sales, installation, and maintenance"
- Table #6, Line item #24 (page 24 of 43) – explains that ChargePoint has a network of "6 national distribution partners" which includes Rexel Energy Services.

In June 2022, City staff worked with Rexel Energy Solutions and ChargePoint, Inc. to obtain quotes for electric vehicle supply equipment and associated site validation for installation, software subscription, maintenance support, and warranty for the City's PiP Program. The estimated quote with shipping and tax for 10 single port and 26 dual port L2 chargers is $406,972 and for 12 single port DCFC chargers is $779,277.75, totaling $1,186,249.75 (Attachment 2). The quote includes an estimated tax based on the location of the equipment delivery – within the City, sales tax is 8.25 percent. Should the equipment need to be stored at a location outside of the City's limits, the sales tax and therefore the total quote may alter.

Environmental Considerations

Per Ordinance 17-16 adopted by the City Council on September 20, 2017, West Sacramento Municipal Code Chapter 15.09 Expediated Permitting Process for Electric Vehicle Charging Stations, the City provides an expedited permitting process for electric vehicle charging stations (California Environmental Quality Act Guidelines Section 15061(b)(3)).

The PiP Program qualifies for Categorical Exemptions – Class 1 CCR §15301, Existing Facilities; Class 3 CCR §15303, New Construction or Conversion of Small Structures; Class 4 CCR §15304, Minor Alterations to Land; Class 6 CCR §15306, Information Collection; and Class 11 CCR §15311, Accessory Structures. The City filed a Notice of Exemption for the Plug-In Partnership Program on June 2, 2022.

Commission Recommendation

Not applicable. This item is an administrative function with no policy implications and was therefore not submitted for Transportation, Mobility, and Infrastructure (TMI) Commission consideration. In the future, staff may return to Commission with policies on Citywide electric vehicle charging fees.

Strategic Plan Integration
This directly supports the 2020 strategic plan goals of "Climate & Energy" and "Mobility and Connectivity" and directly implements the goals, strategies and tactics set forth by: 2035 General Plan, Mayors' Commission on Climate Change, Mobility Action Plan, and forthcoming Climate Action Plan. This work is critical to supporting the City's ambitious goals of reducing greenhouse gas emissions contributing to climate change and making EV ownership more accessible and convenient West Sacramento residents. The City selected priority locations based on electrical capacity, ease of development, distribution across the City, alignment with upcoming Mobility Hub locations identified in the Mobility Action Plan, and equity in supply charging stations that will support workplace and multifamily locations in the City's disadvantaged communities.

Alternatives
The City Council may decide to:
1) Approve the recommended actions as stated above; or
2) Modify the scope and budget of the contract with Rexel Energy Solutions; or
3) Direct staff to solicit proposals for the purchase of EVSE for the PiP Program.

Staff recommends Alternative 1 as it provides the City the ability to meet the grant requirements of the SACOG Green Region grant. Alternatives 2 or 3 may result in delays to Phase 1 of the PiP, cost increases, or an inability to meet the grant completion deadline. Furthermore, Alternatives 2 and 3 are not recommended as this work is critical to implementing multiple City plans and goals to address climate change by encouraging EV adoption by residents through expanded access to EV charging infrastructure.

Coordination and Review
This report was prepared by the Transportation and Mobility Division of the Community Development Department and has been reviewed by the Finance Department, Capital Projects Department. City Attorney's Office, and the City Manager's Office.

Budget/Cost Impact
The PiP program (CIP 11036) is included in the current Capital Improvement Program with a total appropriation of $2.665 million in eligible local funds ($1,000,000 of Measure E and $1,665,000 of General Fund). The use of the Sourcewell Cooperative Purchasing Agreement for $1,186,249.75 of electric vehicle supply equipment, plus $125,000 for contingency, is within the available remaining funds and no additional funding or appropriations are being requested at this time.

ATTACHMENT(S)
1. Plug-in Partnership Program Phase 1 "EV-ready" Equipment and Status
2. Rexel Energy Solutions Quote for EVSE and Related Services
3. Sourcewell Cooperative Purchasing Agreement #042221-CPI
4. Master Agreement for Services and Subscription Agreement with ChargePoint, Inc.

Location	EV Charging Equipment to be Installed	Parking Stalls with EV Charging	Status
City Hall	7 CT4000 L2 Dual Port (inclusive of replacement of two existing) 1 CT4000 L2 Single Port	13 Standard (*3 existing)* 1 Standard Accessible (*existing)* 1 Van Accessible	Permit Submitted
Heritage Oaks Park	1 CT4000 L2 Dual Port	1 Standard 1 Van Accessible	Permit Submitted
Police Station[1]	1 CT4000 L2 Dual Port	2 Standard	Permit Submitted
New Corporation Yard	6 CT4000 L2 Dual Port 3 CPE250 DCFC Single Port	12 Standard (10 L2 and 2 DCFC) 1 Standard Accessible (1 L2) 2 Van Accessible (1 L2 and 1 DCFC)	Permit Submitted
Joey Lopes Park	4 CT4000 L2 Dual Port 2 CT4000 L2 Single Port	8 Standard 1 Van Accessible 1 Standard Accessible	Permit Submitted
Bridge Street Parking Lot	2 CPE250 DCFC Single Port	1 Standard 1 Van Accessible *4 existing Standard Accessible stalls with L2 ports (equipment not to be replaced)*	Permit Submitted
Community Center	4 CT4000 L2 Dual Port 2 CT4000 L2 Single Port	8 Standard 1 Van Accessible 1 Standard Accessible	In Design – coordination with Los Rios Community College District
Lighthouse Charter School	1 CT4000 L2 Dual Port 1 CT4000 L2 Single Port	2 Standard 1 Van Accessible	In Design – coordination with Lighthouse Charter School
15th and Alabama Parking Lot	3 CPE250 DCFC Single Port	2 Standard 1 Van Accessible	In Design
3rd Street and D Street On-Street Parking	4 CPE250 DCFC Single Port	3 Standard 1 Van Accessible	In Design

7th Street and Tower Bridge Gateway	2 CT4000 L2 Dual Port 1 CT4000 L2 Single Port	TBD	In Design
Elkhorn Plaza Curbside	3 CT4000 L2 Single Port	TBD	In Design
Total	**26 CT4000 L2 Dual Port** **10 CT4000 L2 Single Port** **12 CPE250 DCFC Single Port**	**TBD**	**N/A**

[1] The Police Station installation will utilize funding from a Yolo-Solano Air Quality Management District (YSAQMD) Clean Air Fund grant awarded to the City in 2020 to meet demand from employees for EV charging that site. Staff has combined this effort with the PiP Program to realize cost savings for procurement of equipment, installation costs, and staff resources.

REXEL ENERGY SOLUTIONS

Quotation

Quote# WSAC1
Date: 7/7/22
Expire Date: 7/21/22

Must take Shipment By: 12/15/22

PAGE: 1 of 1

Bill To Address:
City of West Sacramento
550 Jefferson Blvd
West Sacramento, CA 95605

Ship To Address:
City of West Sacramento
Various sites
West Sacramento, CA

ATTENTION: Stephanie Chhan

JOB NAME & CITY: West Sacramento



QTY	Item #	Description	MSRP	Buy Price	Ext MSRP Price	Ext Buy Price
10	CT4011-GW1	Single Port Output, Gateway, Bollard Unit - 208/240V @30A with Cord Management, 18' Cords, 6' CMK	$ 5,411	$ 4,328	$ 54,110	$ 43,280
26	CT4021-GW1	Dual Port Output, Gateway, Bollard Unit - 208/240V @30A with Cord Management, 18' Cords, 6' CMK	$ 7,785	$ 6,228	$ 202,410	$ 161,928
36	CT4001-CCM	Bollard Concrete Mounting Kit. Bolts: 5/8 - 11 x 9, F1554 Grade 55 hot-dipped galvanized threaded bolts - 3 ea. Nuts: 5/8 - Heavy Galvanized Hex Nuts (DH Rated) - 12 ea. Washers: Galvanized Washers (ASTM F436) - 9 ea. Plastic Template - 1 ea	$ 105	$ -	$ 3,780	$ -
62	CPCLD-COMMERCIAL-5	5yr Prepaid Commercial Cloud Plan	$ 1,385	$ 1,385	$ 85,870	$ 85,870
36	CT4000-ASSURE5	5yr Prepaid Commercial DC Cloud Plan	$ 2,620	$ 2,620	$ 94,320	$ 94,320
36	CPSUPPORT-ACTIVE	Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per station.	$ -	$ -	$ -	$ -
9	CPSUPPORT-SITEVALID	On-site validation for a customer not using an O&M Partner or self-validating Channel Partner to perform the construction and station installation: used to validate the installation has been performed per ChargePoint published requirements. The on-site validation consists of checking electrical capacity, transformers, panels, breakers, wiring, cellular coverage, and that the station installation meets all ChargePoint published requirements and local codes. A site is defined as a group of stations that are installed within 150 feet of each other. A successful Site Validation is a prerequisite to purchase ChargePoint Assure. CPSUPPORT-SITEVALID is priced for up to 5 stations that exist within the same 150 feet group of stations.	$ -	$ -	$ -	$ -
				TOTAL	$ 440,490	$ 385,398
				Estimated Shipping	$ 4,644	$ 4,644
				Estimated Tax (8.25%)	$ 21,163	$ 16,930
				GRAND TOTAL (Excluding Tax)	**$ 466,297**	**$ 406,972**

NOTES:
Pricing in compliance with Sourcewell contract #42221

By signing this quote I hereby acknowledge that I have the authority to purchase the product detailed on this document on behalf of my organization. Furthermore, I agree to the below terms and conditions and that this signed quote shall act as a purchase order.

Signature :

Title :

Name (Print) :

Date:

Company Name :

Accounts Payable Contact Name :

Accounts Payable Contact Email :

Requested Ship Date:

All sales are pursuant to our terms and conditions https://www.rexelusainc.com/terms/Rexel%20USA%20Inc.%20Terms%20Conditions%20of%20Sale%20(Rev.%2004-06-2020).pdf
Applicable taxes and freight extra - All Products are subject to manufacturers return conditions.

All product returns subject to Manufacturers Terms & Conditions

THE US GOVERNMENT HAS IMPLEMENTED AN ADDITIONAL AD VALOREM DUTY OF UP TO TWENTY FIVE PERCENT (25%) ON CERTAIN PRODUCTS. REXEL USA IS WORKING WITH MANUFACTURERS AND SUPPLIERS TO UNDERSTAND THE IMPACT OF THIS DECISION, INCLUDING THE SPECIFIC PRODUCTS SUBJECT TO SUCH ADDITIONAL DUTIES AND RESULTING PRICE INCREASES ON THE PRODUCTS IT SELLS.
ACCORDINGLY, ALL ITEMS COVERED BY THIS QUOTATON ARE SUBJECT TO PRICE INCREASES IN EFFECT THROUGH TIME OF SHIPMENT, INCLUDING ANY RESULTING FROM ANY ADDITIONAL AD VALOREM DUTY IMPOSED BY THE US GOVERNMENT. ALL PRODUCTS OR ITEMS SET FORTH ON THIS QUOTATION ARE SUBJECT TO PRICE INCREASES THROUGH TIME OF SHIPMENT UNLESS THIS QUOTATION EXPRESSLY STATES THAT PRICING FOR ANY SUCH PRODUCTS OR ITEMS IS FIRM/FIXED.

REXEL ENERGY SOLUTIONS

Quotation

Quote# WSAC2
Date: 7/8/22
Expire Date: 7/21/22
Must take Shipment By: 12/15/22
PAGE: 1 of 1

Bill To Address:
City of West Sacramento
550 Jefferson Blvd
West Sacramento, CA 95605

Ship To Address:
City of West Sacramento
Various sites
West Sacramento, CA

ATTENTION: Stephanie Chhan

JOB NAME & CITY: West Sacramento



QTY	Item #	Description	MSRP	Buy Price	Ext MSRP Price	Ext Buy Price
12	CPE250C-625-CCS1- 200A-CHD-CHIP	ChargePoint Express 250 Station (62.5 kW) - includes Express 250 Station, 2x Power Modules, 1x CCS1 200A cable, 1x CHAdeMO cable, North America Modem/SIM, cUL and UL listed, requires UNIVERSAL-CMT-METRIC, not included. Includes integrated EMV Chip Reader terminal.	$ 46,224	$ 41,925	$ 554,688	$ 503,100
12	CPE250-CMT-IMPERIAL	Concrete Mounting Template used for the base mounting for the CPE250 and Express Plus Stations and is used to align conduits and mounting bolts. This template is to be installed into the foundation before the concrete pad is poured. Imperial Units (feet and inches).. Included with the CPE250. Required for CPE200 swap to CPE250. If replacement CMT is needed, order CPE250-CMT-IMPERIAL-RP		$ -	$ -	$ -
12	CPCLD-ENTERPRISE-DC-5	5yr Prepaid Enterprise DC Cloud Plan	$ 4,799	$ 4,271	$ 57,588	$ 51,252
12	EXPRESS-ASSURE5	5yr Prepaid Assure Plan	$ 16,275	$ 14,485	$ 195,300	$ 173,820
12	CPSUPPORT-ACTIVE	Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per station.	$ 349	$ -	$ 4,188	$ -
12	CPE250 - COMMISSIONING	This service includes on-site validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage so that the station meets all ChargePoint and local code requirements. In addition to verifying and testing the installation, Commissioning also ensures the station is connected to the ChargePoint network, completing software updates and pairing configuration if applicable. In parallel, the ChargePoint Activations team will configure the station and apply policies according to the customer's specifications. A final Commissioning Report will be provided to the customer. Note that if Commissioning cannot be performed due to site or installation deficiencies for which ChargePoint is not responsible, the customer will incur a rescheduling fee to cover redeployment costs.	$ 900	$ -	$ 10,800	$ -
				TOTAL	$ 822,564	$ 728,172
	NOTES: Pricing in compliance with Sourcewell contract #42221			Estimated Shipping	$ 9,600	$ 9,600
				Estimated Tax (8.25%)	$ 45,761.76	$ 41,505.75
				GRAND TOTAL (Estimated Tax)	**$ 877,925.76**	**$ 779,277.75**

By signing this quote I hereby acknowledge that I have the authority to purchase the product detailed on this document on behalf of my organization. Furthermore, I agree to the below terms and conditions and that this signed quote shall act as a purchase order.

Signature :

Title :

Name (Print) :

Date:

Company Name :

Accounts Payable Contact Name :

Accounts Payable Contact Email :

Requested Ship Date:

All sales are pursuant to our terms and conditions https://www.rexelusainc.com/terms/Rexel%20USA%20Inc.%20Terms%20Conditions%20of%20Sale%20(Rev.%2004-06-2020).pdf
Applicable taxes and freight extra - All Products are subject to manufacturers return conditions.

All product returns subject to Manufacturers Terms & Conditions

THE US GOVERNMENT HAS IMPLEMENTED AN ADDITIONAL AD VALOREM DUTY OF UP TO TWENTY FIVE PERCENT (25%) ON CERTAIN PRODUCTS. REXEL USA IS WORKING WITH MANUFACTURERS AND SUPPLIERS TO UNDERSTAND THE IMPACT OF THIS DECISION, INCLUDING THE SPECIFIC PRODUCTS SUBJECT TO SUCH ADDITIONAL DUTIES AND RESULTING PRICE INCREASES ON THE PRODUCTS IT SELLS.
ACCORDINGLY, ALL ITEMS COVERED BY THIS QUOTATON ARE SUBJECT TO PRICE INCREASES IN EFFECT THROUGH TIME OF SHIPMENT, INCLUDING ANY RESULTING FROM ANY ADDITIONAL AD VALOREM DUTY IMPOSED BY THE US GOVERNMENT. ALL PRODUCTS OR ITEMS SET FORTH ON THIS QUOTATION ARE SUBJECT TO PRICE INCREASES THROUGH TIME OF SHIPMENT UNLESS THIS QUOTATION EXPRESSLY STATES THAT PRICING FOR ANY SUCH PRODUCTS OR ITEMS IS FIRM/FIXED.

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Sourcewell

Solicitation Number: RFP #042221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and ChargePoint, Inc., 254 E. Hacienda Ave., Campbell, CA 95008-6617 (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.

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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

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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.

Sourcewell 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 Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell 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 Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell 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

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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.

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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 Entitles 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.

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B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell 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 Sourcewell 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;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell 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 Sourcewell, the Vendor will pay an administrative fee to Sourcewell 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 Sourcewell for two percent (2%) 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 Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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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

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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 theTrademark(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.*

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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.

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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:

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- 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

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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

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insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

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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

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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

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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.

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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

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/15/2021 | 11:43 AM CDT

ChargePoint, Inc.

DocuSigned by:
By: Rex S. Jackson
D1F473FEF820430...

Rex S. Jackson
Title: Chief Financial Officer
Date: 7/15/2021 | 11:40 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO
Date: 7/15/2021 | 11:46 AM CDT

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RFP 042221 - Electric Vehicle Supply Equipment and Related Services

Vendor Details

Company Name:	ChargePoint, Inc.
Does your company conduct business under any other name? If yes, please state:	No
Address:	254 E. Hacienda Ave. Campbell , Ca 95008-6617
Contact:	Sam Ta
Email:	sam.ta@chargepoint.com
Phone:	425-229-8083
Fax:	408-841-4500
HST#:	26-1080576

Submission Details

Created On:	Monday March 08, 2021 22:21:45
Submitted On:	Thursday April 22, 2021 10:45:43
Submitted By:	Sam Ta
Email:	sam.ta@chargepoint.com
Transaction #:	f4d99719-1da2-499d-9d19-7ab18521985f
Submitter's IP Address:	98.225.2.163

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):	ChargePoint Holdings, Inc.	*
2	Proposer Address:	254 E. Hacienda Ave. Campbell, CA 95008-6617	*
3	Proposer website address:	www.chargepoint.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):	Rex S. Jackson Chief Financial Officer rex.jackson@chargepoint.com 254 E. Hacienda Ave. Campbell, CA 95008-6617 Phone: 408-841-4500	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	John Gilbrook Regional Sales Director 254 E. Hacienda Ave. Campbell, CA 95008-6617 Phone: 781-588-1274	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bjorn Thorsland Account Executive 254 E. Hacienda Ave. Campbell, CA 95008-6617 Phone: 669-237-3328 bjorn.thorsland@chargepoint.com	

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.	ChargePoint was founded in 2007 with a single mission in mind – to make EV charging easy and convenient so that everyone feels confident in making the transition to electric transportation. We are one of the only EV charging technology companies that designs, manufacturers, and sells the entire ecosystem of EV charging needs – hardware, software, and services – in one seamless solution. This integrated approach allows ChargePoint to offer an unsurpassed EV driver experience while ensuring that station owners have all the tools and features necessary to keep their stations up and running while aligned with their particular use case. ChargePoint operates across a broad range of end customers and charging use cases including individual homeowners, commercial workplaces, fleets, municipalities, retail, auto OEMs, and more. Our station management software and energy management solutions help people and businesses shift away from fossil fuels and manage growing demand for EV charging. The ChargePoint mobile app, the highest rated app in its segment, allows EV drivers to easily find charging stations, review prices and availability, authenticate, and pay for charging sessions on our network wherever their journey takes them. ChargePoint advocacy and partnership with a variety of EV stakeholders and policy groups throughout the US helps pave the way for widespread EV adoption. ChargePoint has built its solution upon four core principles in support of making the charging experience easy, flexible, and efficient: 1. Scale: Ability to scale from small scale pilots to large scale adoption across multiple sites. 2. Experience: Over a decade of experience in building an effortless charging experience for all. 3. Quality: Reliable and safe charging solutions utilizing industry standards and evaluated using ChargePoint's own Advanced Testing Facility. 4. Service: Best in class services for every mission, including remote monitoring and equipment uptime guarantees. Electric mobility is the smart choice and ChargePoint is excited about our role in helping to build the new fueling network. ChargePoint has more than 110,000 activated places to charge on its network, with access to an additional 160,000 public places to charge through roaming integrations with other major networks. Below are just a few of the exciting milestones achieved as we build out the new fueling network: + More than 88,815,316 charges delivered + Drivers plug into a ChargePoint® network approximately every 2.0 seconds + Drivers have avoided more than 400 liters of gasoline, 283,855,743 kgs of CO_2 emissions and 298,795,235 kgs of GHG emissions + More than 4,386,000,000 electric kilometers driven on the ChargePoint Network + ChargePoint stations have dispensed more than 711,469 Megawatt hours (MWh) of electric fuel ChargePoint employs a field, inside and channel sales team that collectively oversee all new and existing customer sales opportunities (ChargePoint employees).
8	What are your company's expectations in the event of an award?	ChargePoint is currently a qualified Sourcewell vendor of EV charging solutions and we would expect similar activities if granted a continuation of that status. As Sourcewell members inquire about purchasing EVSE and related services provided under this contract, we anticipate that Sourcewell would direct those members to ChargePoint where we can assist the member in identifying the best solution, and the best buying and installation path to fit their needs. ChargePoint and/or our channel partners would be able to deliver all of the charging station needs and software solutions described herein. ChargePoint will also proactively promote the contract. As the industry leader, ChargePoint has experience deploying large scale programs across North America and has the resources necessary to quickly train staff and partners on such initiatives. ChargePoint will continue to support listing of the opportunity on its popular EV charger incentives website, conduct marketing campaigns to raise awareness of the opportunity, and support awareness training of our various channel partners and electrical contractors to broaden the number of entities helping to conduct outreach and support Sourcewell members.

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.	ChargePoint has developed thousands of established commercial customers and have shipped more than 100,000 charging ports, providing a solid revenue pipeline and financial standing. ChargePoint has raised over $550 million in investment funding prior to becoming a public company from some of the largest and best-known companies including: American Electric Power, Quantum Energy Partners, Linse Capital, Daimler AG, Rho Capital, Braemar Energy Ventures, Canada Pension Plan (CCPIB), Siemens, Constellation Technology Ventures, Chevron Technology Ventures, and BMW. In February of 2021, ChargePoint became the world's first publicly traded global EV charging network when we were listed on the New York Stock Exchange (NYSE) under the stock symbol CHPT. At the close of the transaction to become a publicly traded company, ChargePoint had approximately $615 million in cash (prior to payment of its outstanding term loan), which it anticipates will fund ongoing operations and to support the expansion of the Company's commercial, fleet and residential businesses in North America and Europe. Please refer to the following link for additional information and financials associated with investor relations: https://investors.chargepoint.com/overview/default.aspx	*
10	What is your US market share for the solutions that you are proposing?	ChargePoint has an estimated ~70% market share of networked public L2 chargers within North America.	*
11	What is your Canadian market share for the solutions that you are proposing?	ChargePoint has an estimated ~70% market share of networked public L2 chargers within North America.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	ChargePoint has not petitioned for bankruptcy protection.	*
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?	ChargePoint is best described as a manufacturer and service provider. ChargePoint designs and develops a turnkey EVSE solution: we design and manufacturer our own networked charging stations, develop cloud-based network management software, provide driver app and web portal analytics, and maintain dedicated driver and station owner support teams. ChargePoint has a national direct sales force including regionally based teams and corporate inside sales department. Support activities are out of our Arizona facility. All direct Sales and Support are employees of ChargePoint. In addition, ChargePoint also has a full, local and national, network of partners across the US that we engage for sales, installation, and maintenance depending on their discipline. Our partners are not employees of ChargePoint. ChargePoint intends to be a single vendor contact for Sourcewell members from project planning to sales, installation, and station support. If members require turnkey equipment sales and installation services, ChargePoint would likely work together with an appropriate channel partner to provide the desired proposal structure.	*
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.	ChargePoint's local and national network of partners across the US and Canada are trained and certified on the installation of our products through our Training and Certification program. All of our partners have licensed electricians on-staff or maintain partnerships with such electricians. Sourcewell members have the option of using their own licensed electrician for installation of ChargePoint stations. ChargePoint has installation manuals and videos available to help facilitate a successful install. In this case, ChargePoint would need to validate the installation prior to activating an Assure warranty for equipment maintenance and support; this is a simple review and approval of the work performed.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	ChargePoint has never been suspended or disbarred.	*

Table 3: Industry Recognition & Marketplace Success

Attachment 3

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	ChargePoint Awards + 2019 London Business Awards: Social Impact International Company • Acterra Award: Environmental Innovation 2018 Global Cleantech Hall of Fame + 2017 East Bay Clean Cities, Clean Air Champion Award Architizer A+ Award Popular Choice Winner: Smart Home Category • Electrek Best of CES 2017: Best EV Accessory + 2016 Edison Awards: Silver in the Electric Energy & Propulsion Systems category Climate Change Business Journal: Business Model Innovation for Energy and Carbon Management + 2015 United Nations: Momentum for Change Goldman Sachs: 100 Most Intriguing Entrepreneurs Verizon: Supplier Award for Environmental Excellence Smart Grid Today: 2015 Smart Grid Pioneer Global Cleantech 100 winner for 6 years running + 2014 CNBC: Disruptor 50: The End of the Gas Station? Sustainia: World's 100 Leading Sustainability Innovations + 2013 Pike Research: Top electric vehicle charging station manufacturer World Economic Forum: "Technology Pioneer" Winner Green Parking Council: "Sustainability Leadership Pioneer" + 2012 AlwaysOn: Top 200 green tech companies Winner Sustainia100, a top sustainable solution announced at the Rio+20 conference "The Green Garage" races into The Tech Museum display + 2011 Top ranking and top overall score in Pike Research report of the EV supply equipment industry; + 2010 Time Magazine: 50 Best Inventions Edmund's Green Car Breakthrough Award BusinessWeek: 20 Small Businesses of the Future Greentech Media: Top 50 VC-Funded Startups	*
17	What percentage of your sales are to the governmental sector in the past three years	In the past three years is approximately 20% of our sales are in the government sector.	*
18	What percentage of your sales are to the education sector in the past three years	In the past three years is also approximately 10% of our sales are from the education sector.	*
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?	ChargePoint is listed on numerous states, provincial and cooperative purchasing contracts, either directly or indirectly via channel partners. It is likely that every state or province where an EVSE contract or authorized vendor list exists, ChargePoint's products are available either directly or through authorized channel partners. As a privately held company, ChargePoint does not release financial detail related to customer transactions.	*
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?	+ ChargePoint holds a Kinetic GPO contract ($0) + ChargePoint holds an Equalis Group/Sourcing Alliance contract ($0)	*

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 *	
NY NJ Port Authority	Charles Goldberg	(212) 435-6497	*
City of Long Beach	Joe Hunter	(714) 655-3951	*
Austin Energy	Shems Duvall	(512)-799-4785	*

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 *	
City of Long Beach	Government	California - CA	Mix of CT4000, CPF50 and CPE250	Various, up to $1.3M	$6.0M	*
City of New York	Government	New York - NY	Mix of CT4000, CPF50 and CPE250	Various, up to $515k	$3.3M	*
County of Santa Clara	Government	California - CA	Mix of CT4000	Various, up to $630k	$1.0M	*
State of Utah	Government	Utah - UT	Mix of CT4000	Various, up to $800k	$900k	*
Long Beach Community College	Education	California - CA	Mix of CT4000	Various, up to $430k	$500k	*

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.	ChargePoint has over 50 employees in sales. ChargePoint has its own regionally based outside sales teams covering every state within the US and all of the provinces in Canada. We also have dedicated sales teams for federal, fleet and public sectors. Our outside sales team is empowered to travel safely anywhere within their territory to meet with Sourcewell member onsite. They are also capable of hosting online webinars and training sessions when needed. In addition to our outside sales team, we also have corporate based inside sales teams. Through our marketing efforts, existing client base, and market reputation, we receive a significant number of inbound inquiries. To streamline this process for customers, we have a designated inside sales team devoted to all inbound calls and inquiries from existing and prospective clients. Having a designated team handling these inbound phone calls ensures inquiries are handled quickly and efficiently. Once a call is answered and qualified, the inside salesperson connects the customer with the local regional sales representative. The regional sales representative will work with the customer from this point. We also have an inside sales team dedicated to outbound calls. This team could be focused on proactive outreach to Sourcewell members and will also be following up on leads that are generated through various marketing initiatives. ChargePoint also has a team of Solutions Engineers and complex project support resources that can assist in any presale technical education required to get help Sourcewell members understand their EV charging options and ultimately develop an optimized deployment. After deployment, ChargePoint also has a team of Customer Success Managers (CSMs) who look after all existing customers and would make sure Sourcewell members are getting the most out of their ChargePoint solutions. As you know, ChargePoint has held an active Sourcewell award since 2018 and has always been eager to partner with Sourcewell to perform joint marketing or any other contract development activity believed to drive additional success in all forms. Upon securing a new contract, ChargePoint would be pleased to work with Sourcewell to perform a "relaunch" with the intent of building new momentum around the refreshed award. As an example, ChargePoint could leverage our marketing team to run campaigns to generate interest and promote Sourcewell. This has been a productive approach for other initiatives, such as grants that we have been awarded. Our go-to-market approach is quick and seamless which creates a simple process for clients and partners.	*

24	Dealer network or other distribution methods.	ChargePoint has a network of over 65 Value Added Resellers located throughout the US and Canada. These resellers are capable of on-site evaluation, installation, installation quotation, and EV stations sales. A subset of these partner are also Operations and Maintenance (O&M) partners as described below. ChargePoint has a network of over 2,000 certified installers and 13 O&M (Operations & Maintenance) partners located through the United States and Canada who are qualified to perform engineering, permitting, and construction services for any type of EVSE. ChargePoint works closely with our customers and partners to ensure site design, charging station layout, and driver experience is the best in the industry. We have 6 national distribution partners covering us in every state. These partners total nearly 4,000 locations combined and give us the reach to over 70,000 electrical contractors as well as access to local and state gov't agencies across the country. ChargePoint's network of distribution partners have their own sales and marketing teams that they will use to promote the contract to existing and prospective clients. As stated above, ChargePoint will train all distribution partners and installers on the Sourcewell contract details so they can effectively inform customers and generate opportunities. Regardless the sales channel, ChargePoint works closely with our customers and partners to ensure site design, charging station layout, and driver experience is the best in the industry.	Attachment 3 *
25	Service force.	ChargePoint's charging solutions come complete with 24/7 driver support, extended hours station owner technical support and maintenance if desired. ChargePoint Support is the largest and most experienced customer service force in the EV charging industry. The ChargePoint support team is based in Scottsdale, AZ with over 50 trained employees and is understood to be the largest in-house EV charging support team in the industry. These numbers do not include our 13 O&M partners that also offer support services and are located throughout the United States and Canada. The support organization is divided into driver, station owner, and activations support teams, with representatives sharing duties and knowledge. In addition, we have plans to add additional headcount by nearly a dozen more by year end. ChargePoint Support works remotely via the ChargePoint Network to assist drivers and diagnose station issues. Once issues are determined, Support works with our network of local O&M partners to perform any require site visits including repairs. Beyond standard technical support, ChargePoint offers ChargePoint Assure, a comprehensive maintenance and management program that is outlined in greater detail in section 9A.	*

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.	ChargePoint operates an in-house Customer Call Center primally based at our Scottsdale, AZ office. Our Customer Call Center supports both EV drivers as well as our station owners and installation partners. Our 40+ Driver Support agents provide 24/7/365 coverage for EV drivers in English, Spanish, and French via a toll-free telephone number clearly posted on the charging equipment. Live representatives will answer the phone quickly and customers will not be routed through a confusing calling tree. The customer service representatives will provide a variety of services to address customer concerns at the charging station. If t possible the Agent will resolve the issue remotely, whether station or driver related. If unable to resolve, the issue will be escalated to Station Support and the driver provided the address of a nearby station if one is not available on site. Driver Support agents handle over 230,000 calls annually with an average speed of answer of 30 seconds or less. Our Customer Support Center also includes Technical Support for station owners and installation partners. This toll-free line is available Monday through Saturday from 5 AM PT to 6 PM PT. Representative help resolve issues from symptom identification, diagnosis, parts logistics, labor logistics, and resolution validation. Our 38 support agents resolve over 100,000 cases annually with an estimated average speed of answer of 30 seconds. All ChargePoint charging equipment include remote diagnostics and “remote start” capabilities. When customer service receives notice that minor operational maintenance is needed, the representative will remotely diagnose the EVSE to verify the extent of the service need. If issues cannot be remotely addressed, ChargePoint will dispatch service personnel to the site for repairs for which parts costs will be covered for items covered by an active warranty. Customer utilizing our Assure offering can rest easy knowing that ChargePoint will proactively monitor the station for any issues. If an issue is detected, ChargePoint will acknowledge the issue within one business day and, if an onsite visit is required, will dispatch labor to the site within one business day of receipt of parts onsite. Our clients also get 98% annual station uptime guarantee with a non-performance penalty for outages caused by station hardware or software failures. Repairs in the field our handled by ChargePoint’s national operations and maintenance (O&M) partners that have all committed to audit requirements and penalties against service level, liability indemnification, customer warranty, pricing accuracy under fixed unit pricing terms, and maintenance of required credentials to perform the work contracted.	Attachment 3 *
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	ChargePoint is already a qualified EV charging vendor with Sourcewell and your members within the United States and we look forward to continuing to support your members moving forward. ChargePoint has an established install base, dedicated sales force, partners, and provide all listed charging hardware, software, and services throughout the United Sates. *
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	ChargePoint is already a qualified EV charging vendor with Sourcewell and your members within Canada and we look forward to continuing to support your members moving forward. ChargePoint has an established install base, dedicated sales force, partners, and provide all listed charging hardware, software, and services throughout Canada. *
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	ChargePoint, either directly or by leveraging our extensive list of partners, has the ability to fully service all geographic areas of the US and Canada. *
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.	We do not have any contract issues related to Hawaii and Alaska. We have a large number of stations in operation in Hawaii. *

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.	ChargePoint will use the following strategy to promote this contract: Attachment 3 + Outside Sales: Our sales team and account executives will proactively reach out to all Sourcewell members within their assigned territories to promote the contract. We are currently speaking to many of them already and will ensure they are aware of the contract and the value it will bring them. + Inside Sales: Our inbound team will be able to promote the contract to all inbound inquiries that come in. As mentioned in Question 18, we receive a significant number of inbound leads from potential/existing Sourcewell members, and our inbound team will promote this contract to everyone and educate them on the details of how they can take advantage of it. Our outbound team will focus on proactive outreach to Sourcewell members and all government agencies. They will also call on leads that get generated through our marketing efforts. We have the tools necessary to track leads through campaigns and call on lead lists. + Marketing: Upon award we would do a formal announcement across various channels to get the word out. We will perform regular marketing campaigns to educate the market on this contract. In addition to any help Sourcewell can provide with contact information, we have the tools necessary to quickly pull customer contact information for email campaigns. + Webinars: ChargePoint will offer to create webinars that highlight the benefits of the Sourcewell contract with real life testimonials. These webinars can be vendor neutral and positioned as an educational presentation. + Trade shows: ChargePoint participates in various tradeshows/events around the country and will have marketing material available highlighting our partnership with Sourcewell and details of the contract. + Incentives: We will match all state, local and utility incentives to Sourcewell members and proactively educate prospects about the value of both the incentive program and the Sourcewell partnership. + Distribution Network: Our large distribution/partner network also have sales and marketing teams primarily supporting electrical contractors. Contractors are often a first touch point for customer exploring a charging solution. ChargePoint will work closely with its partners to help them develop effective marketing strategies. We will also train their sales team to effectively leverage this contract. We will have regular follow up calls and trainings to make sure this contract stays top of mind. Examples of our outreach: 1. ChargePoint at the ACT Expo: North America's largest clean fleet show; 2. Incentive Announcement for $25k EVSE incentive in San Francisco and; 3. $3 million in funding available for municipalities in New York.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our marketing approach leverages technology to quickly pull contact information from prospective customers and generate marketing campaigns. ChargePoint is often involved in new programs, contract, grant etc. and can get messaging out to market extremely quickly. We use various marketing tools for generating leads and managing them through the sales funnel. + Organic social posts (Facebook, LinkedIn, Twitter, Instagram) + Digital advertising (banner ads, social ads, paid search, retargeting) + Premium content (gated on chargepoint.com) + Syndicated content + Organic search + Charging Forward blog + Chargepoint.com business, vertical and roles pages + Credits and Incentives web page with link to lead form on chargepoint.com + Forms (content downloads) + Request a station (CP.com) + Events (webinars, industry events, partner events) + Email campaigns (purchased lists, contacts from inbounds) + Marketing automation + Downloads of content/other assets + Inbound calls + Sales Development Reps (SDR) outbound calls + Customer referrals + Driver referrals	*

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?	ChargePoint has a collaborative and effective partnership in place with Sourcewell with its current contract. ChargePoint would view Sourcewell as a marketing partner to help promote this contract. We would look for support on an initial announcement to current members notifying them of this renewed opportunity. We have methods of gathering contact information, however, hope that you will be able to share membership contact information for ongoing outreach and marketing campaigns. The value of providing us with this information will allow us to move quicker and more efficiently. We would also look for opportunities to collaborate on co-branded marketing initiatives that adhere to ChargePoint's brand guidelines. With Sourcewell's well established relationship with its members and ChargePoint expertise in EV charging, working closely together on marketing initiatives will ensure members feel they are in good hands with their EV charging needs. The Sourcewell contract will be part of every discussion we have with existing and potential Sourcewell members. We are speaking with government agencies every day and leveraging this contract will benefit all stakeholders (Sourcewell, Sourcewell members and ChargePoint).	*
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.	Similar to other types of customers, for most Sourcewell members, choosing and implementing a successful charging solution is an unfamiliar experience. This is why ChargePoint has developed the most extensive, expert sales team in the industry and make these resources available to customers exploring our space. With our help, we're confident customers will be put in a position to implement successful projects. Primarily for this reason, ChargePoint does not have its own e-procurement system, our GSA Schedules are online via www.gsaadvantage.gov.	*

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.	As standard practice, for free, Sourcewell members have access to: + ChargePoint will provide operational training on the station at start-up. + ChargePoint is also available for Cloud Portal/Network Training after install and station activation. + Training videos and detailed manuals are available also. + On an on-going basis the ChargePoint team is available via email or phone to answer questions or provide additional training. + If required and depending on scope of project, Sourcewell members or their contractors have access to the ChargePoint University portal which is a detailed training and testing that is designed for reseller partner and installer certification.	*
37	Describe any technological advances that your proposed products or services offer.	Since ChargePoint's inception in 2007 in Silicon Valley California, we have led the way forward with technological innovations to help make it easy for drivers to go electric and station owners to offer EV charging. Today ChargePoint uses all of the latest advances: Cloud based Network, M2M IoT Cellular station connectivity, Secure (PCI compliant) Payment processing, Power Management for installation and energy savings, Next-Generation Modular DC Fast Charging, and the largest dedicated engineering team in the industry. Below are just a sample of the latest technological innovations: Professional Services Sometimes it's not just as easy to sell a charging station. Station owners, especially for more complex deployment such as fleet charging, often need additional support to evaluate, design, install, and be trained on the stations. ChargePoint offers a complete array of professional services to support these needs including site modeling, preliminary site design and engineering, site acquisition, project management, station installation and commissioning, as well as training for operators such as at fleet depots. Charge Management Software Smart EV charging is critical to provide value to drivers and site hosts. ChargePoint offers all elements of the charging ecosystem but considers itself a "network first" company in that the software is the most important element of any solution. The associated software provides the tools and interfaces for drivers to find and use stations, and for station operators to efficiently optimize the business of EV charging. Listed below are just a few of the advanced features on the ChargePoint Network software: + Station Locations & Availability: complete visibility of stations and their availability make it easy for drivers to find a compatible charger. + Access Control: Manage and control access to charging stations based on well-defined policies. Enhance the value for the station owner with the right level of control. + Flexible Pricing: Provide the station owner with pricing controls that are in line with station usage. Provide flexibility to update pricing as usage changes. + Authorization, Authentication & Accounting: Ensure safe and secure payment for charging. Security measures include the pseudonymization and encryption of personal data and other capable security measures that ensure the ongoing confidentiality, integrity,	

		availability, and resilience of the network. Attachment 3 + Power Management: Ensure that charging stations never draw more power than the site can provide. + Driver Notifications: Notify EV drivers about station availability, state of charge and other key messages to enhance your relationship with drivers. + Queueing (Waitlist): Increase utilization of stations and charge more vehicles by enabling drivers to get in a virtual queue for stations. Power Management For operating costs, software can allow station operators to target “off-peak” periods of lower energy costs or avoid triggering a high demand charge. In addition, use of these features can maximize the number of charging ports within a given site while still keeping overall power requirement at the site meter below a determined level. This helps reduce the necessary electrical infrastructure and utility service required to support a given site and thus save capital expenditures. Below is a summary of the available load management tools available within ChargePoint charge management software: + Power Share: Intelligently share available power across multiple stations by setting a “not to exceed” limit, which may vary by time of day and day of week. Power may be allocated based on a configurable policy using equal share or priority-based first come first served. This approach allows for NEC compliant oversubscription of available electrical service, mitigation of expensive demand charges, and the option to defer utility upgrades which can be costly and delay projects. + Load Shift: Use energy when it is cheapest, usually at night when Time of Use (ToU) charges are lower. In environments where the vehicles have sufficient dwell time during off-peak times, shifting load to the least expensive time of day can provide significant savings. Operators simply plug the vehicles in as normal when they return to the depot, and ChargePoint will automatically start charging the vehicles to align with the lowest cost of electricity, no operator intervention required. + Power Limit: Manage load via building/energy management systems, either through integration via API or installation of a ChargePoint smart meter upstream of the charging stations. This approach optimizes power use by dynamically adjusting power to the charging stations based on real-time monitoring of facility loads. + Demand Response: ChargePoint can facilitate participating in utility driven demand response programs through use of a standards based OpenADR interface or API, allowing the utility to control charging station load during peak events where supply may not meet demand. Fleet Charging Solutions Fleet vehicle can require a range of special charging considerations including optimization of depot charging, access to charging while on-route, and home charging for take-home fleets. ChargePoint provides for all of these charging needs through specialized fleet charging solutions. ChargePoint Fleet Depot software integrate with other fleet back-office systems and enables optimized charging of larger fleets while ensuring that fleet vehicles are charged and ready to meet business and operational objectives at the least possible energy cost and within electrical capacity constraints. ChargePoint also offers our Fleet Mobility plan to support charging of vehicle at publicly available charging stations while on-route and integrated with existing fleet fuel card systems. ChargePoint has partnered with US Bank (Voyager Fleet Card) and WEX to offer customers the convenience of paying for and tracking electric fuel with their existing fleet cards and is continually assessing additional integrations. Finally, ChargePoint offers our Take Home Fleet solution which integrates with our Home Flex charging station and allows fleet managers to access charging data from company vehicle charging at employee's homes to support reimbursement, as necessary. Fleet System Interfaces Fleet System Interface: To ensure a seamless integration with fleet systems relied upon by fleet operators today, ChargePoint has completed or initiated integration discussions with the most common platform including: Geotab, Viriciti, Clever Devices, AssetWorks, Trapeze, Voyager, Wright Express (WEX), and more. A full set of soap/xml-based application programming interfaces (APIs) are available to integrate into a variety of back-office systems and ChargePoint will continue to grow the partnerships with fleet solution providers to best serve fleet operators.	*
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.	ChargePoint has a dedicated team of people that works with numerous organizations, including state and federal government, to formulate policies to promote EV adoption and evolution of the grid and other infrastructure that will be necessary to realize widespread electrified transportation. ChargePoint is a member or plays an active role in the following organizations: CALSTART CALSTART is a member-supported organization of more than 140 firms, fleets and agencies worldwide dedicated to supporting a growing high-tech, clean transportation industry that cleans the air, creates jobs, cuts imported oil and reduces global warming emissions. CALSTART provides services and consulting to spur advanced transportation technologies, fuels, systems and the companies that make them. Use the staff directory to find the expert you need.	

Attachment 3

CLEANTECH GROUP
The mission of Cleantech Group (CTG) is to accelerate sustainable innovation. Our subscriptions, events and programs are all designed to help corporates, investors, and all players in the innovation ecosystem discover and connect with the key companies, trends, and people in the market. Our coverage is global, spans the entire clean technology theme and is relevant to the future of all industries. The company is headquartered in San Francisco, with a growing international presence in London.

EDTA
The Electric Drive Transportation Association (EDTA) is the trade association promoting battery, hybrid, plug-in hybrid and fuel cell electric drive technologies and infrastructure. EDTA conducts public policy advocacy, provides education and awareness, and enables industry networking and collaboration. EDTA's membership includes vehicle and equipment manufacturers, energy companies, technology developers, component suppliers, government agencies and others.

eMI³
Under the umbrella of ERTICO – ITS Europe, the eMobility ICT Interoperability Innovation, eMI³, is an open group of significant actors from the global Electric Vehicles market who joined forces to harmonize the ICT data definitions, formats, interfaces, and exchange mechanisms in order to enable a common language among all ICT platforms for Electric Vehicles. eMI³ core objectives lie in the development, publication, sharing and promotion of ICT standards. Since 1st December 2015, eMI³ is an ERTICO Innovation Platform established as a Non-Profit International Association under Belgium law.

Parksmart
Parksmart defines and recognizes sustainable practices in parking structure management, programming, design and technology. Industry-driven and field tested, Parksmart distinguishes the forward-thinking parking facilities shaping tomorrow's sustainable mobility network.

Plug-In Electric Vehicle Collaborative
The California Plug-In Electric Vehicle Collaborative is a public/private organization comprised of 47 members that include key PEV stakeholders all working together to move the PEV market forwards in California.

Silicon Valley Leadership Group
The Silicon Valley Leadership Group is a public policy business trade organization. The Leadership Group was founded in 1978 by David Packard of Hewlett-Packard and represents more than 400 of Silicon Valley's most respected employers on issues, programs and campaigns that affect the economic health and quality of life in Silicon Valley, including energy, transportation, education, housing, health care, tax policies, economic vitality and the environment.

Green Sports Alliance
Leveraging the cultural & market influence of sports to promote healthy, sustainable communities where we live & play. Members collectively provide nearly one of every three private sector jobs in Silicon Valley and contribute more than $3 trillion to the worldwide economy.

California Energy Commission
As the state's primary energy policy and planning agency, the California Energy Commission is committed to reducing energy costs and environmental impacts of energy use - such as greenhouse gas emissions - while ensuring a safe, resilient, and reliable supply of energy.

Los Angeles Business Commission
Uniting the power of business with the power of government for education and advocacy to promote environmental and economic sustainability.

Cleantech San Diego
Cleantech San Diego is a nonprofit member organization that positions the greater San Diego region, including Imperial County, as a global leader in the cleantech economy. We foster collaborations across the private-public-academic landscape, lead advocacy efforts to promote cleantech priorities, and encourage investment in the San Diego region.
Our members include more than 100 local businesses, universities, governments, and nonprofits committed to advancing sustainable solutions for the benefit of the economy and the environment.

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.	ChargePoint AC L2 stations are Energy Star certified. ChargePoint DC products are intended to be Energy Star certified when the program is fully defined and available for certification. ChargePoint owns an Advanced Test Center that exposes all of our products to extreme environmental accelerated life cycle testing. Tests include solar loading, extreme heat, extreme cold, humidity, seismic, focused pressurized water, impact, and dozens of other tests designed to improve product reliability and longevity. Higher reliability, less on-site visits, fewer replacement parts, and longer life span all contribute to lessening environmental impact. Attachment 3	*
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.	ChargePoint has several authorized resellers with various Women or Minority Business Entity (WMBE) or Small Business Entity (SBE), and Service-Disabled Veteran owned accreditations. ChargePoint will provide a detailed list upon request.	*

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?	ChargePoint is a complete systems provider, offering the highest level of integration of hardware, software, and services, and delivering the best value in the industry. Our charging stations, mobile applications, and network management platform are designed to work seamlessly together to provide the best station owner and driver experiences in the market. ChargePoint's extensive technical expertise and fully integrated portfolio also allows ChargePoint to work rapidly with key partners to develop new, innovative solutions in support of a rapidly evolving market. Simply put, ChargePoint is unlike any other charging solution provider in that it provides the scale, experience, service, and quality necessary to make any EV charging initiative a success. Experience An integrated experience provides an effortless charging experience for station owners and drivers. It ensures consistent performance, efficiency, and reliability at every touchpoint whether one is using a mobile app, plugging into a charging station, managing the station or analyzing charging data. ChargePoint has more than 110,000 activated places to charge on its network, with access to an additional 160,000 public places to charge through roaming integrations with other major networks. ChargePoint is the only company that delivers solutions that provide an integrated EV charging experience for businesses and drivers across every touch point and for every use case. We design, develop, and manufacture complete, integrated hardware and software solutions for every charging scenario: from home and multifamily to workplace and fleet. From a top-rated mobile app and award-winning services and support to the most reliable network and stations, ChargePoint has you covered. Scale As EV adoption grows and charging becomes a necessity for your business, you want to rest assured that the charging solution you invest in today will set you up for success in the future by enabling you to support more drivers, add the latest software features and expand your EV fleet with minimal disruption to your business. The EV charging solution you invest in today must set you up for success tomorrow. ChargePoint offers seamless scalable solutions that grow with your business. We will help you get started easily, up to speed quickly and, when the time comes, ramp up effortlessly—all with minimal disruption to your business. Our extensive expertise with incentives, rebates and grants will even save you money every step of the way. No wonder 60% of Fortune 50 companies are ChargePoint customers. Quality You need an EV charging solution that just works no matter how it is used, where it is used or when it is used. A solution that is so reliable that you can just set it and forget it. Your EV charging solution has to work, every time. That is why ChargePoint is the only company that has made a major investment in quality testing on all our stations and software. ChargePoint is the only EV charging solutions company with an advanced in-house testing lab. We rigorously test all our stations and software to ensure your investment can stand up to any element, scenario, or mishap. All our products are UL-listed, ENERGY STAR® and CE (EU) certified, and our modular design minimizes downtime. With so much riding on the New Fueling Network, your EV charging solution just has to work, every time. With ChargePoint, it will. Service Best-in-class support is essential for providing a high caliber experience for all participants in the fueling network, whether one is driving a personal vehicle, delivering goods, driving work vehicles, or riding shared transport. ChargePoint knows comprehensive services are critical for an exceptional EV charging experience. ChargePoint has been in the business of electric fueling longer than anyone else. Since 2007, we have been working with our customers to design comprehensive services built around their needs. Today, from sophisticated networked solutions to top-rated service products, we have the resources to provide our own 24/7 support in multiple languages and the infrastructure to support drivers no matter where they charge on our network. Station operators do not have to take waste previous time to figure out whether the hardware or software vendor is responsible for an issue – just call ChargePoint and we will handle the rest.	*

Table 9A: Warranty

Attachment 3

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?	ChargePoint provides a standard one-year warranty for all commercial level 2 charging stations and a three-year warranty for our residential charging station. Standard warranty covers parts only. Beyond standard technical support, ChargePoint offers ChargePoint Assure, a comprehensive maintenance and management program that includes dispatched labor at committed service levels to perform on site repairs, proactive dispatch, monthly reports, 24x7 station health monitoring, and a long list of additional features described in more detail below. Assure is available from one to five-year term increments. + Unlimited software configuration changes + 98% annual uptime guarantee with non-performance penalty + Standard one (1) business day response time to station failures or one (1) business day from Parts arrival when required + Automated monthly summary reports and detailed quarterly reports of your station's performance metrics. We send the reports automatically, so you don't have to generate them. + Proactive station monitoring and dispatch + Labor coverage for station equipment issues typically not covered by warranty such as vandalism, abuse and accidents caused by reckless drivers or snowplows. + Additional options are available upon request, such as strategic spares, consigned inventory, and customer training for on- site repairs and maintenance.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes. Please see ChargePoint F_Assure Terms of Service.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, for Assure.	*
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. ChargePoint Assure is available throughout the US and Canada.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	For this proposal, ChargePoint is the original equipment manufacturer of the charging equipment, so all warranty service is covered by ChargePoint.	*
47	What are your proposed exchange and return programs and policies?	ChargePoint and its channel partners strive to avoid any situation where improper products are purchased and returns, or exchanges are requested. On a case-by-case basis ChargePoint may allow returns or exchanges with payment of a 20% restocking fee and payment of any required freight charges to correct the problem. ChargePoint channel partners may also offer returns and exchanges at their discretion. Please refer to ChargePoint Attachment G_Parts Exchange Warranty for details.	*
48	Describe any service contract options for the items included in your proposal.	ChargePoint Assure, as outlined in the response to item 42, is the primary service offering we are including in our proposal. ChargePoint is also developing an enhanced Assure offering called Assure Pro, in concert with our Managed Spares Service, to provide faster repair times.	*

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.)	ChargePoint Assure, as outlined in section 9A in this proposal, is an optional extended and enhanced warranty offer that provides for proactive monitoring, coordinated repairs, and full parts and labor costs coverage. The SLA associated with Assure provides for a 98% or better uptime guarantee with financial penalties for non-performance. Please see the attachments titled Assure Data Sheet and Assure Terms of Service for additional detail.	*
50	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Please refer to Line Item 49.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
51	What are your payment terms (e.g., net 10, net 30)?	Net 30. ChargePoint channel partners may offer varying payment terms at their discretion.	*
52	Describe any leasing or financing options available for use by educational or governmental entities.	ChargePoint supports the following options for procurement of charging stations and associated services. In addition to the options available below, ChargePoint's channel partners may also offer additional financing and leasing plans. Outright Purchase Upfront payment of all goods and services. ChargePoint and associated partners then fulfill installation works, network services and ongoing support in accordance with contractual agreements. ChargePoint as a Service (CPaaS) In this unique offer ChargePoint remains the owner of the stations. The customer simply pays a fixed monthly fee for ability to use the stations. ChargePoint maintains the stations with an uptime guarantee. At the end of the term the station can be replaced with the latest version or we will take them back if the Customer chooses to purchase a different solution. Hence, this resolves the problem obsolete hardware that needs to be removed or integrated and fits very nicely with the leasing business. Financing Options ChargePoint partners with major financial providers to offer a full finance offer for all ChargePoint services as well as site 'make-ready'. A simple monthly payment covers all bundled costs over the course of the agreed term with a final payment option for ownership of stations to transfer to Sourcewell and its members.	*
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Depending on Sourcewell member needs, ChargePoint would either process orders directly with the Sourcewell member or through a local channel partner. The channel partner would process an order with the Sourcewell member and an upstream order with ChargePoint for the associated products and services. In either case the Sourcewell member would pay at or below the contract price and ChargePoint would track order details for quarterly payment of the administration fee on any products purchased from ChargePoint.	*
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes. ChargePoint and various channel partners can accept credit cards for payment.	*

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 desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response * Attachment 3	
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.	ChargePoint has provided a detailed line-item price book showing list price and proposed contract price. Freights costs are most cost effectively determined at the time of purchase, based on quantity, mode, distribution point and shipping destination so they have not been provided on a line-item basis. This book is broken into distinct product categories to simplify review. Those categories are Charging Stations, Network Services, Assure Maintenance Plans, and Accessories. Notes are also provided to guide reviewers to creating estimated project pricing.	*
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 range from 0-20% off MSRP.	*
57	Describe any quantity or volume discounts or rebate programs that you offer.	The pricing provided takes into account an assumption of volume created by purchasing across the Sourcewell membership. However, on a case-by-case basis ChargePoint may consider providing improved pricing to individual members who intend to purchase large volumes in single orders.	*
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.	ChargePoint would consider any installation services including materials and labor beyond the scope of our Install- Valid service listed in our pricing proposal to be “Open Market” options. In many cases government entities prefer to use previously contracted vendors or employed tradespeople to perform the site preparation for charging station installation. Install-Valid service then allows these entities to purchase just the somewhat specialized charging station assembly, mounting and testing directly from ChargePoint. However, in instances where an Sourcewell member would prefer to procure complete installation services from one vendor ChargePoint would coordinate scoping by an appropriate channel or O&M partner who would then provide a quote for these services to the Sourcewell member. ChargePoint would facilitate this sourcing but would not be directly involved with any financial transactions between the member and ChargePoint partner for those services. Furthermore, ChargePoint would not intend to track quarterly or pay Administrative fee on these services.	*
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.	As described in question 58 above, ANY installation services including materials and labor beyond the scope of our Install-Valid service is not included in our pricing proposal. In many cases government entities prefer to use previously contracted vendors or employed tradespeople to perform the site preparation for charging station installation. Install-Valid service then allows these entities to purchase just the somewhat specialized charging station assembly, mounting and testing directly from ChargePoint. However, in instances where an Sourcewell member would prefer to procure complete installation services from one vendor ChargePoint would coordinate scoping by an appropriate channel or O&M partner who would then provide a quote for these services to the Sourcewell member. ChargePoint would facilitate this sourcing but would not be directly involved with any financial transactions between the Sourcewell member and ChargePoint partner for those services.	*
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.	Freight costs are most cost effectively determined at the time of purchase, based on quantity, mode, distribution point and shipping destination so they have not been provided on a line-item basis. ChargePoint will provide pricing upon request. In addition, if Sourcewell members are able to require their own shipping carrier upon purchase.	*
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight terms for Alaska, Hawaii and Canada are treated no different the contiguous united states. As described above freights costs are most cost effectively determined at the time of purchase, based on quantity, mode, distribution point and shipping destination so they have not been provided on a line-item basis.	*

62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	No unique distribution and/or delivery methods or options offered in your proposal. Attachment 3	*

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	ChargePoint is well experienced with offering contracted pricing to various public and private entities across the globe. In addition, we operate our business on a world class CRM platform with the ability to easily meet these needs. Upon award, we will leverage our CRM tools to tag any Sourcewell opportunities appropriately, so they receive the contract pricing and terms. In the event these leads require a pass-through channel or O&M partner, we will ensure the partner is conforming to any contract requirements as well. As sales are made and shipments are processed all Sourcewell tagged orders will be archived in our CRM system which can easily be queried quarterly for itemized reporting of products and revenue. From this report the Sourcewell administrative fee can be easily 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.	Upon award, ChargePoint will proactively promote the contract. As the industry leader, ChargePoint has experience deploying large scale programs across North America and have the resources necessary to quickly train staff and partners on new initiatives. Here is an outline of our training approach: + Contract Launch: Appropriate stakeholders from ChargePoint will attend this meeting to learn more about best practices and successful deployments. + ChargePoint Project Team Planning: After the contract launch our ChargePoint project team will immediately develop a training presentation and material for sales management, direct sales team, our marketing team, and our partner network. We will seek Sourcewell's input on our planned presentation prior to performing any training sessions. + Training deployment: We will coordinate training sessions for sales management, direct sales teams, our marketing team, and our partner network. We do these trainings often and typically via webinar. The partner training will be separate from our internal trainings. + Training follow up: o ChargePoint employees: After the initial training we will have follow up webinars with direct sales to make sure this is top of mind. We will share success stories with the team to keep "buzz" going. o Partner: After initial training, we will have follow-up webinars and email campaigns sent to all partners promoting the contract. We will continue to train them on how to leverage this contract within the markets they cover. We currently host several partner trainings throughout the year and will make sure this is a topic. + Website: We will have a link on the "Current Incentives" page on our website to guide Sourcewell members, ChargePoint employees, and partners to learn more about the award.	*

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.)	ChargePoint is well experienced with offering contracted Attachment 3 pricing to various public and private entities across the globe. In addition, we operate our business on a world class CRM platform with the ability to easily meet these needs. Upon award, we will leverage our CRM tools to tag any Sourcewell opportunities appropriately, so they receive the contract pricing and terms. If these leads are required to pass through a channel or O&M partner, we will ensure the partner is conforming to any contract requirements as well. As sales are made and shipments are processed all Sourcewell tagged orders will be archived in our CRM system which can easily be queried quarterly for itemized reporting of products and revenue. From this report the Sourcewell administrative fee can be easily calculated and paid.	*

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.	ChargePoint is the only global charging solution provider that offers a complete range of AC and DC charging solutions for all vehicle types and charging use cases. Charging Equipment Charging stations must be safe, reliable, easy to use and capable of measuring detailed energy usage and enabling managed charging. In support of this RFP, we propose the following EVSEs designed, engineered, and manufactured by ChargePoint to work seamlessly with our software and service portfolio: 1. ChargePoint CPH50: The Home Flex (CPH50) is a residential charging station to support the single-family home market. It provides up charging up to 12kW all linked with a powerful mobile app. 2. ChargePoint CPF50: The preferred AC Level 2 charging station for most fleet applications that are located at a depot/behind the fence. 3. ChargePoint CT4000: A commercial AC Level 2 charging station with additional features ideal for mixed-use applications including fleets, employee workplace, and public access charging. 4. ChargePoint Express CPE250: DC Fast Charging up to 62.5kw (single) or 125kW (paired). Designed with high availability, serviceability, and universal compatibility in mind. 5. ChargePoint Express Plus: Distributed DC Fast Charging from 200 to 350kW across up to 8 charging dispensers. Designed on a modular basis to scale with vehicles and power needs. Please refer to the attached data sheets for additional information on the proposed charging stations. Charging Software ChargePoint's EV charge management software is designed to provide operational visibility and management of the complete charging ecosystem and to enable fleet operators to reduce operating costs, increase operational efficiency, and deliver on their mission critical needs. ChargePoint's cloud-based software includes a full suite of features to manage stations including a dashboard, manage access control, set pricing, collected driver fees, view real-time vehicle charging status and remote diagnostics, and track and analysis all charging sessions at the site. Software plans are available in 1-to-5-year terms and are tailored to the specific station and use case. Services ChargePoint offers a range of services to support our proposed EV charging solutions. This includes: + Assure/Assure Pro: Optional extended and enhanced warranty providing proactive monitoring, coordinated repairs, full coverage of parts and labor, and an uptime guarantee of 98%. + Professional Services: These ala carte services are available depending on the specifics of a given site deployment and the needs of the customer. Services include modeling, preliminary site design and engineering, project management, installation and commissioning, and training. Prices are available on a per project basis based on the scope of work.	*
68	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	ChargePoint is proposing to continue to sell charging hardware, software, and services including maintenance and service for all types of charging use cases.	*

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

Attachment 3

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	○ Yes ◉ No	ChargePoint does not offer non-networked charging solutions given the importance of a network to enable a more positive driver experience and to enable station owners the ability to remotely monitor and adjust operating parameters to optimize the charging experience.	*
70	Network electric vehicle charging hardware	◉ Yes ○ No	ChargePoint offers the CPF50 and CT4000 level 2 stations for private and mixed-use charging respectively, the CPE250 and Express Plus platform for DC fast charging, and the CPH50 Home Flex for residential level 2 charging.	*
71	Services related to electric vehicle charging hardware (refer to RFP Section II. B. 1. b.)	◉ Yes ○ No	ChargePoint offers final installation, commissioning, and ongoing maintenance services for all proposed charging hardware.	*
72	Site assessment, site preparation and materials, and installation services related to electric vehicle charging hardware	◉ Yes ○ No	ChargePoint offers preliminary site design and engineering and final installation services. Additional site construction may also be provided by various ChargePoint channel partners and installation partners.	*
73	Network service provider or operator	◉ Yes ○ No	Via the ChargePoint Network	*
74	Charge monitoring, reporting, or billing services	◉ Yes ○ No	Via the ChargePoint Network	*
75	Grid or power management solutions	◉ Yes ○ No	Via the ChargePoint Network	*

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.	ChargePoint offers final installation and wiring of all ChargePoint charging stations. Our local and national network of partners across the U.S. and Canada are trained and certified on the installation of our products through our Training and Certification Program. All of our partners have access to licensed electricians which can also provide additional electrical infrastructure construction as necessary to support station installation. Sourcewell members have the option of using their own licensed electrician for installation of ChargePoint stations. ChargePoint has installation manuals and videos available to help facilitate a successful install. In this case, ChargePoint would need to validate the installation prior to activating an Assure warranty for equipment maintenance and support; this is a simple review and approval of the work performed.
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.	ChargePoint uses sub-contractors to provide service, support, installation and validation of charging equipment. ChargePoint has a network of over 40 O&M (operations and maintenance) partners and 2,000 certified installers supporting North America. Our local and national network of partners across the US and Canada are trained and certified on the installation of our products through our Training and Certification Program. To ensure project success, we can work with Sourcewell members and our O&M partner to perform engineering, permitting, and construction services for any type of EVSE. ChargePoint is committed to closely with members to ensure site design, charging station layout, and driver experience meets their desires and expectations.
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.	ChargePoint may use the information we collect from or about you for the following business or commercial purposes, such as uses to: + Process your application to create an account with ChargePoint; + Provide our Service to you, including information, products, and services you request from us that enable you to access our charging stations network; + Process billing functions, including payment of fees; + Notify you of changes to our Website or Service; + Manage and administer your account, including to distinguish between multiple vehicles or users under a single account, and for information regarding charging sessions (e.g., duration, energy consumption, station owner and station data); + Manage and respond to any inquiries, correspondence, concerns or complaints you have sent to us; + Communicate with you regarding the Service; + Enable you to communicate with other users; + Promote and market ChargePoint products and services; + Analyze use of the Service; + Improve any services we provide, and research or develop other products or services; + Keep our Service secure and operational; + Provide value added service, promotions, and pricing; + Fulfill the purposes for which you provided it (such as to help you find a ChargePoint station); + Maintain internal records; + Create or maintain aggregated, anonymized, or de-identified information, which we may use and disclose without restriction; + Investigate, prevent, or take action regarding unlawful or harmful activities, including potential threats to physical safety, potential fraud, and violations of our Terms and Conditions; and/or + Safeguard our and others' rights or property. We may combine any of the information that we collect from you with other information, including information that we obtain from third parties, or with information derived from any other products or services we provide. For example, we may combine personal information you provide us, such as an email address, with information automatically collected about your device.
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.	ChargePoint leverages Amazon AWS as our hosting provider, with instances located in the United States, Canada, EU (Germany), and Australia. All data generated through the use of charging stations is stored within the appropriate region. ChargePoint is PCI certified by a 3rd party auditor and has SOC2 Type II certification. We are also in the final stages of completing our ISO 27001 certification, which is expected to be completed by end of May 2021. ChargePoint's primary driver support call center is located in Scottsdale AZ. To provide 24/7 driver support, some driver support calls may be routed to our Amsterdam NL support center.

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

Attachment 3

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

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Financial Strength and Stability - ChargePoint_Financial Strength & Stability.pdf - Thursday April 22, 2021 10:42:04
- Marketing Plan/Samples - ChargePoint_Marketing Plan & Samples.zip - Thursday April 22, 2021 10:17:09
- WMBE/MBE/SBE or Related Certificates - ChargePoint_Diversity Policy.pdf - Thursday April 22, 2021 10:33:06
- Warranty Information - ChargePoint_Warranty Information.zip - Thursday April 22, 2021 10:09:14
- Pricing - ChargePoint response to RFP 042221 - Electric Vehicle Supply Equipment and Related Services_Pricing.xlsx - Wednesday April 21, 2021 23:15:02
- Upload Additional Document - ChargePoint response to RFP 042221 - Electric Vehicle Supply Equipment and Related Services_Additional Documents.zip - Thursday April 22, 2021 10:36:46

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. - Sam Ta, Sr. RFP Manager, ChargePoint Holdings, Inc.

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

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_8_EV_Supply_Eqpt_RFP_042221 Thu April 15 2021 05:17 PM	☑	2
Addendum_7_EV_Supply_Eqpt_RFP_042221 Tue April 13 2021 06:10 PM	☑	3
Addendum_6_EV_Supply_Eqpt_RFP_042221 Mon April 12 2021 06:28 PM	☑	2
Addendum_5_EV_Supply_Eqpt_RFP_042221 Tue April 6 2021 08:27 AM	☑	1
Addendum_4_EV_Supply_Eqpt_RFP_042221 Thu April 1 2021 05:07 PM	☑	1
Addendum_3_EV_Supply_Eqpt_RFP_042221 Fri March 26 2021 09:24 AM	☑	1
Addendum_2_EV_Supply_Eqpt_RFP_042221 Mon March 15 2021 06:38 PM	☑	2
Addendum_1_EV_Supply_Eqpt_RFP_042221 Thu March 11 2021 05:32 PM	☑	1

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AMENDMENT #1
TO
CONTRACT # 042221-CPI

THIS AMENDMENT is by and between **Sourcewell** and **ChargePoint, Inc.** (Vendor).

Sourcewell awarded a contract to Vendor to provide Electric Vehicle Supply Equipment and Related Services to Sourcewell and its Participating Entities, effective July 15, 2021, through July 20, 2025 (Contract).

The parties wish to amend the following terms within the Contract.

1. This Amendment is effective upon the date of the last signature below.

2. Article 2. Equipment, Products, or Services Section, B. Warranty is deleted in its entirety and replaced with the following:

   Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and for a period of one year and consistent with Vendor's Parts Only Warranty (the "Warranty") 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.

3. Article 6 Participating Entity Use and Purchasing, A. Orders and Payment is deleted in its entirety and replaced with the following:

   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 as agreed between the Participating Party and Vendor, 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.

4. Article 8 Report on Contract Sales Activity and Administrative Fee Payment, B. Administrative Fee is deleted in its entirety and replaced with the following:

   In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing.

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Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee. The Vendor will submit payment to Sourcewell of 2% 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 Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

5. Article 11 Liability is deleted in its entirety and replaced with the following:

   Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third party claims or causes of action, including reasonable attorneys' fees, to the extent arising out of the negligent performance of this Contract by the Vendor or its agents or employees or Vendor's willful misconduct; 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

6. Article 21. Provisions for Non-United States Federal Entity Procurements Under United States Federal Awards or Other Awards, Section D. Rights to Inventions Made Under a Contract or Agreement is deleted in its entirety.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 9/27/2021 | 7:22 AM CDT

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...
Chad Coauette, Executive Director/CEO

Date: 9/27/2021 | 7:54 AM CDT

ChargePoint, Inc.

By: DocuSigned by: Rex Jackson AC7507629DCF4EA...
Rex Jackson

Title: CFO

Date: 9/27/2021 | 7:18 AM CDT

CHARGEPOINT®

MASTER SERVICES AND SUBSCRIPTION AGREEMENT

IMPORTANT: THIS MASTER SERVICES AND SUBSCRIPTION AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU OR THE CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY YOU REPRESENT ("SUBSCRIBER") AND CHARGEPOINT, INC., A DELAWARE CORPORATION ("CPI"). PLEASE READ IT CAREFULLY. BY USING ANY OF THE CHARGEPOINT SERVICES, YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT USE ANY CHARGEPOINT SERVICES.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY, THAT ENTITY REPRESENTS THAT YOU HAVE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, YOU MAY NOT ENTER INTO THIS AGREEMENT AND SUCH ENTITY MAY NOT USE THE CHARGEPOINT SERVICES.

1. AGREEMENT.

1.1 SCOPE OF AGREEMENT. This Agreement governs the following activities:

(a) Provisioning of Subscriber's Charging Station(s), if any, on ChargePoint;

(b) Activation and use of the ChargePoint Services on Subscriber's Charging Station(s), if any;

(c) Subscriber's use of the APIs as part of the ChargePoint Services;

(d) Each grant of Rights by Subscriber; and

(e) Each grant of Rights by a third party to Subscriber.

1.2 EXHIBITS AND PRIVACY POLICY. This Agreement includes the CPI Privacy Policy, as amended from time to time, and the following Exhibits, which are made a part of, and are hereby incorporated into, this Agreement by reference.

Exhibit 1: Flex Billing Terms
Exhibit 2: API Terms
Exhibit 3: Terms Regarding Granting and Receipt of Rights

In the event of any conflict between the terms of this Agreement on the one hand, and the Privacy Policy or any Exhibit on the other hand, this Agreement shall govern. Capitalized terms not otherwise defined in any Exhibit or the Privacy Policy shall have the same meaning as in this Agreement.

2. DEFINITIONS. The following terms shall have the definitions set forth below when used in this Agreement:

2.1 ***"Affiliate"*** means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control", for purposes of this definition, means direct or indirect ownership or control of fifty percent (50%) or more of the voting interests of the subject entity.

2.2 "***APIs***" means, individually or collectively, the application programming interfaces which are made available to Subscriber from time to time, as and when updated by CPI.

2.3 ***"ChargePoint Connections"*** shall have the meaning ascribed to it in the applicable data sheet. The term ChargePoint Connections shall also mean any successor service provided by CPI.

2.4 "***ChargePoint®***" means the open-platform network of electric vehicle charging stations and the vehicle charging applications the network delivers, that is operated and maintained by CPI (as defined below) in order to provide various services to, among others, Subscriber and its employees.

2.5 ***"ChargePoint Services"*** means, collectively, the various cloud services offerings (including, without limitation, APIs and application Cloud Plans) made available for subscription by CPI.

2.6 ***"ChargePoint Application***" means any of the applications established and maintained by CPI which will allow Subscriber to access ChargePoint Services.

2.7 "***Charging Station***" means the electric vehicle charging station(s) purchased by Subscriber, whether manufactured by CPI or by a CPI authorized entity, which are registered and activated on ChargePoint.

2.8 "***Content***" means all data collected or maintained by CPI in connection with the operation of ChargePoint.

2.9 **"*CPI Marks*"** means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used in connection with ChargePoint and/or CPI manufactured Charging Stations, including without limitation, ChargePoint.

2.10 "***CPI Property***" means (i) ChargePoint, (ii) the ChargePoint Services (including all Content), (iii) all data generated or collected by CPI in connection with the operation of ChargePoint and ChargePoint Services, (iv) the CPI Marks, (v) the ChargePoint Cards, and (vi) all other CPI-supplied material developed or provided by CPI for Subscriber use in connection with the ChargePoint Services.

2.11 "***Documentation***" means written information (whether contained in user or technical manuals, product materials, specifications or otherwise) pertaining to ChargePoint Services and/or ChargePoint and made available from time to time by CPI to Subscriber in any manner (including on-line).

2.12 ***"Effective Date"*** means the earliest of (a) the effective date of Subscriber's initial quote for the ChargePoint Station and/or ChargePoint Services associated with this Agreement; (b) the date that Subscriber electronically accepts this Agreement, or (c) the date of Subscriber's first use of the ChargePoint Services.

2.13 "***Intellectual Property Rights***" means all intellectual property rights, including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, franchises, licenses, inventories, know-how, trade secrets, Subscriber lists, proprietary processes and formulae, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and records.

2.14 ***"Malicious Code"*** means viruses, worms, time bombs, Trojan horses and all other forms of malicious code, including without limitation, malware, spyware, files, scripts, agents or programs.

2.15 ***"Party"*** means each of CPI and Subscriber.

2.16 "***PII***" means personally identifiable information regarding Subscriber or a User (e.g., name, address, email address, phone number or credit card number) that can be used to uniquely identify, contact or locate Subscriber or such User.

2.17 **"*Provisioning"*** means activating Charging Stations, warrantees and Cloud Plans on ChargePoint

2.18 ***"Rights"*** means the rights, authorizations, privileges, actions, information and settings within the ChargePoint Services which a Rights Grantor grants to an Rights Grantee, to enable such Rights Grantee to access, obtain and use certain portions of the ChargePoint Services and certain information available therein in the course of providing services to or on behalf of such Rights Grantor in connection

with one or more of the Rights Grantor's Charging Stations. A Rights Grantor shall be deemed to have granted Rights to the entity that will be responsible for creating Subscriber's account and Provisioning Subscriber's Charging Stations. Such deemed grant may be terminated by Subscriber at any time.

2.19 ***"Cloud Plan(s)"*** means subscription plans to the ChargePoint Services which are offered and sold by CPI from time to time, which vary according to their features, privileges and pricing. Each Cloud Plan may be referred to as a "Subscription".

2.20 ***"Subscriber Content and Services"*** means any content and/or services that a Subscriber provides or makes available to Users and/or the general public in connection with the ChargePoint Services, other than Content, ChargePoint Services and CPI Property.

2.21 **"*Subscriber Marks*"** means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used by Subscriber in connection with its business and/or Charging Stations.

2.22 ***"Subscription Fees"*** means the fees payable by Subscriber for subscribing to any ChargePoint Services.

2.23 ***"Taxes"*** shall mean all present and future taxes, imposts, levies, assessments, duties or charges of whatsoever nature including without limitation any withholding taxes, sales taxes, use taxes, service taxes, value added or similar taxes at the rate applicable for the time being imposed by any national or local government, taxing authority, regulatory agency or other entity together with any penalty payable in connection with any failure to pay or any delay in paying any of the same and any interest thereon.

2.24 "***User***" means any person using a Charging Station.

3. **AVAILABLE CHARGEPOINT SERVICES & CLOUD PLANS.** A description of the various ChargePoint Services and Cloud Plans currently available for subscription is located on the CPI website. CPI may make other ChargePoint Services and/or Cloud Plans available from time to time, and may amend the features or benefits offered with respect to any ChargePoint Service or Cloud Plan at any time and from time to time. Subscription Fees are based on Subscriber's choice of Cloud Plan and not on actual usage of the Subscription.

4. **CPI'S RESPONSIBILITIES AND AGREEMENTS.**

4.1 **OPERATION OF CHARGEPOINT.** CPI agrees to provide and shall be solely responsible for: (i) provisioning and operating, maintaining, administering and supporting ChargePoint and related infrastructure (other than Subscriber's Charging Stations and infrastructure for transmitting data from Charging Stations to any ChargePoint operations center); (ii) provisioning and operating, maintaining, administering and supporting the ChargePoint Applications; and (iii) operating ChargePoint in compliance with all applicable laws. CPI will protect the confidentiality and security of PII in accordance with all applicable laws and regulations and the CPI Privacy Policy and acknowledges that it is responsible for the security of "cardholder data" (as that term is defined for purposes of the Payment Card Industry – Data Security Standards), if any, that CPI possesses, otherwise stores, processes or transmits on behalf of Subscriber or for any impact, if any, on the security of Subscriber's cardholder data environment.

4.2 **LIMITATIONS ON RESPONSIBILITY.** CPI shall not be responsible for, and makes no representation or warranty with respect to the following: (i) specific location(s) or number of Charging Stations now, or in the future, owned, operated and/or installed by persons other than Subscriber, or the total number of Charging Stations that comprise ChargePoint; (ii) continuous availability of electrical service to any of Subscriber's Charging Stations; (iii) continuous availability of any wireless or cellular

communications network or Internet service provider network necessary for the continued operation by CPI of ChargePoint; (iv) availability of or interruption of the ChargePoint Network attributable to unauthorized intrusions; and/or (v) charging stations that are not registered with and activated on the ChargePoint Network.

5. SUBSCRIBER'S RESPONSIBILITIES AND AGREEMENTS.

5.1 GENERAL.

(a) All use of ChargePoint and ChargePoint Services by Subscriber, its employees and agents and its grantees of Rights shall comply with this Agreement and all of the rules, limitations and policies of CPI set forth in the Documentation. All ChargePoint Services account details, passwords, keys, etc. are granted to Subscriber solely for Subscriber's own use (and the use of its grantees of Rights), and Subscriber shall keep all such items secure and confidential. Subscriber shall prevent, and shall be fully liable to CPI for, any unauthorized access to or use of ChargePoint or ChargePoint Services via Subscriber's Charging Stations, ChargePoint Services account(s) or other equipment. Subscriber shall immediately notify CPI upon becoming aware of any such unauthorized use.

(b) Subscriber shall be solely responsible for: (i) Provisioning of its Charging Stations, if any; (ii) keeping Subscriber's contact information, email address for the receipt of notices hereunder, and billing address for invoices both accurate and up to date; (iii) updating on the applicable ChargePoint Application, within five (5) business days, the location to which any of Subscriber's Charging Stations are moved; (iv) the maintenance, service, repair and/or replacement of Subscriber's Charging Stations as needed, including informing CPI of the existence of any Charging Stations that are non-operational and not intended to be replaced or repaired by Subscriber; and (v) compliance with all applicable laws.

(c) Subscriber shall deliver in full all benefits promised to Users by Subscriber in exchange for such Users connecting with Subscriber using ChargePoint Connections.

5.2 REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER. Subscriber represents and warrants to CPI that: (i) it has the power and authority to enter into and be bound by this Agreement and shall have the power and authority to install the Charging Stations and any other electrical vehicle charging products which are registered and activated on the ChargePoint Network); (ii) the electrical usage to be consumed by Subscriber's Charging Stations will not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase or other agreement including, without limitation, any lease, to which Subscriber is a party; and (iii) it has not installed or attached and will not install or attach Charging Stations on or to infrastructure not owned by Subscriber without proper authority, or in a manner that will block any easement or right of way.

5.3 CHARGEPOINT CARDS. Subscriber may be permitted by CPI, in CPI's sole discretion, to obtain CPI-provisioned radio-frequency identification cards ("ChargePoint Cards") which enable the individual card recipients to access and use ChargePoint. Subscriber may distribute such ChargePoint Cards to individuals, and each individual ChargePoint Card recipient is responsible for activating his or her ChargePoint Card on ChargePoint directly with CPI on the CPI web site. In no event will Subscriber create any separate ChargePoint accounts for any ChargePoint Card recipients or other third parties, nor will Subscriber create anonymous ChargePoint accounts associated with any ChargePoint Card.

5.4 USE RESTRICTIONS AND LIMITATIONS. Subscriber shall not:

(a) sell, resell, license, rent, lease or otherwise transfer the ChargePoint Services or any Content therein to any third party;

(b) interfere with or disrupt the ChargePoint Services, servers, or networks connected to the ChargePoint Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the ChargePoint Services;

(c) restrict or inhibit any other user from using and enjoying the ChargePoint Services or any other CPI services;

(d) attempt to gain unauthorized access to the ChargePoint Network or the ChargePoint Services or related systems or networks or any data contained therein, or access or use ChargePoint or ChargePoint Services through any technology or means other than those provided or expressly authorized by CPI;

(e) create any ChargePoint Services user account by automated means or under false or fraudulent pretenses, or impersonate another person or entity on ChargePoint, or obtain or attempt to obtain multiple keys for the same URL;

(f) reverse engineer, decompile or otherwise attempt to extract the source code of the ChargePoint Services or any part thereof, or any Charging Station, except to the extent expressly permitted or required by applicable law;

(g) create derivative works based on any CPI Property;

(h) remove, conceal or cover the CPI Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Charging Stations or any peripheral equipment for use in connection with Subscriber's Charging Stations;

(i) except as otherwise expressly permitted by this Agreement or in any applicable data sheet relating to a ChargePoint Service, copy, frame or mirror any part of the ChargePoint Services or ChargePoint Content, other than copying or framing on Subscriber's own intranets or otherwise solely for Subscriber's own internal business use and purposes;

(j) access ChargePoint, any ChargePoint Application or the ChargePoint Services for the purpose of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purpose, or for any improper purpose whatsoever, including, without limitation, in order to build a competitive product or service or copy any features, functions, interface, graphics or "look and feel;"

(k) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the ChargePoint Services or Content or collect information about ChargePoint users for any unauthorized purpose;

(l) upload, transmit or introduce any Malicious Code to ChargePoint or ChargePoint Services;

(m) use any of the ChargePoint Services if Subscriber is a person barred from such use under the laws of the United States or of any other jurisdiction; or

(n) use the ChargePoint Services to upload, post, display, transmit or otherwise make available (A) any inappropriate, defamatory, obscene, or unlawful content; (B) any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party; (C) any messages, communication or other content that promotes pyramid schemes, chain letters, constitutes disruptive commercial messages or advertisements, or is prohibited by applicable law, the Agreement or the Documentation.

5.5 CONTENT.

(a) ChargePoint Content (including but not limited to Charging Station data and status) is provided for planning purposes only. Subscriber may find that various events may mean actual Charging Station conditions (such as availability or pricing) differ from what is set forth in the Content. In addition, certain Charging Station-related Content, including Charging Station name and use restrictions, is set by the Charging Station owner and is not verified by CPI. Subscriber should exercise judgment in Subscriber's use of the Content.

(b) Certain Content may be provided under license from third parties and is subject to copyright and other intellectual property rights of such third parties. Subscriber may be held liable for any unauthorized copying or disclosure of such third party-supplied Content. Subscriber's use of such Content may be subject to additional restrictions set forth in the Documentation.

(c) Subscriber shall not copy, modify, alter, translate, amend, or publicly display any of the Content except as expressly permitted by the Documentation. Subscriber shall not present any portion of the Content in any manner, that would (i) make such Content false, inaccurate or misleading, (ii) falsify or delete any author attributions or labels of the origin or source of Content, or (iii) indicate or suggest that the Charging Station locations provided as part of the Content are anything other than ChargePoint® Network Charging Stations.

(d) Subscriber shall not remove, obscure, or alter in any manner any proprietary rights notices (including copyright and trademark notices), warnings, links or other notifications that appear in the ChargePoint Service.

6. SUBSCRIPTION FEES AND PAYMENT TERMS.

6.1 SUBSCRIPTION FEES. If Subscriber is invoiced for the Services, Subscriber shall pay all Subscription Fees within thirty (30) days of its receipt of CPI's invoice. All payments shall be made in U.S. Dollars by check, wire transfer, ACH payment system or other means approved by CPI or if applicable, as described in CPI's credit card policy. Customer may not offset any amounts due to CPI hereunder against amounts due to Customer under this Agreement or any other agreement. Subscription fees payable to CPI do not include any Taxes imposed thereon, and Subscriber is responsible for any and all such Taxes. All such Taxes shall be set forth on the invoice provided by CPI to Subscriber; provided that, CPI's failure to include any such Tax on an invoice shall not relieve Subscriber's liability therefor. Except as otherwise set forth in this Agreement, all payment obligations under this Agreement are non- cancelable and non-refundable.

6.2 LATE PAYMENTS. Late payments shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by law. Subscriber will reimburse CPI for attorneys' fees and other expenses reasonably incurred by CPI in the collection of any late payments. If any amount owing by Subscriber under this Agreement is more than thirty (30) days overdue, CPI may, without otherwise limiting CPI's rights or remedies, (a) terminate this Agreement, (b) suspend the use by Subscriber of the ChargePoint Services until such amounts are paid in full, and/or (c) condition future ChargePoint Service renewals and other Subscriber purchases on payment terms other than those set forth herein; provided that CPI shall not exercise any such rights if Subscriber has reasonably disputed such charges and is cooperating diligently in good faith to resolve the dispute.

7. INTELLECTUAL PROPERTY RIGHTS AND LICENSES.

7.1 CPI PROPERTY. As between CPI and Subscriber, CPI retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to the CPI Property and any

improvements thereto. No rights are granted to Subscriber in the CPI Property hereunder except as expressly set forth in this Agreement.

7.2 SUBSCRIBER PROPERTY. As between CPI and Subscriber, Subscriber retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to (i) all Subscriber Marks and (ii) all Subscriber Content and Services (collectively, the "Subscriber Property"). No rights are granted to CPI in the Subscriber Property hereunder except as expressly set forth in this Agreement.

7.3 LIMITED LICENSE TO SUBSCRIBER. CPI hereby grants to Subscriber a royalty-free, non-assignable, non-transferable, and non-exclusive license to use the CPI Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for Subscriber to access, use and receive the ChargePoint Services as permitted herein.

7.4 LIMITED LICENSE TO CPI. Subscriber hereby grants to CPI a non-assignable, non-transferable, and non-exclusive license to use the Subscriber Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for CPI to provide the ChargePoint Services. CPI may utilize the Subscriber Marks to advertise that Subscriber is using the ChargePoint Services. The foregoing license includes a perpetual and irrevocable right of CPI to reproduce, adapt, modify, translate, publicly perform, publicly display and distribute all Subscriber Content and Services submitted, posted or displayed by Subscriber in the ChargePoint Services, solely for the purpose of enabling CPI to operate, market and promote the ChargePoint Services, and to index and serve such Subscriber Content and Services as search results through ChargePoint Services. CPI shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in the ChargePoint Services any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber or Subscriber Rights Grantees relating to the ChargePoint Services.

7.5 ADDITIONAL TERMS REGARDING CPI MARKS.

(a) **USE LIMITATIONS**. Subscriber shall display the CPI Marks in connection with Subscriber Charging Stations as required in this Agreement during the term of Subscriber's Cloud Plan. Subscriber shall not use any of the CPI Marks for or with any products other than its Charging Stations. From time to time, CPI may provide updated CPI Mark usage guidelines on the ChargePoint Application or elsewhere in the Documentation, and Subscriber shall thereafter comply with such updated guidelines. For any use of the CPI Mark not authorized by such guidelines, or if no such guidelines are provided, then for each initial use of the CPI Mark, Subscriber must obtain CPI's prior written consent, which shall not be unreasonably withheld or delayed, and after such consent is obtained, Subscriber may use the CPI Mark in the approved manner. All use by Subscriber of CPI's Marks (including any goodwill associated therewith) will inure to the benefit of CPI.

(b) **PROHIBITIONS.** Subscriber shall not use or display any CPI Mark (or any likeness of a CPI Mark):

(i) as a part of the name under which Subscriber's business is conducted or in connection with the name of a business of Subscriber or its Affiliates;

(ii) in any manner that (x) implies a relationship or affiliation with CPI other than as described under the Agreement, (y) implies any sponsorship or endorsement by CPI, or (z) can be reasonably interpreted to suggest that any Subscriber Content and Services has been authored by, or represents the views or opinions of CPI or CPI personnel;

(iii) in any manner intended to disparage CPI, ChargePoint, or the ChargePoint Services, or in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to CPI;

(iv) in any manner that violates any law or regulation; or

(v) that is distorted or altered in any way (including squeezing, stretching, inverting, discoloring, etc.) from the original form provided by CPI.

(c) **NO REGISTRATION OF CPI MARKS.** Subscriber shall not, directly or indirectly, register or apply for, or cause to be registered or applied for, any CPI Marks or any patent, trademark, service mark, copyright, trade name, domain name or registered design that is substantially or confusingly similar to a CPI Mark, patent, trademark, service mark, copyright, trade name, domain name or registered design of CPI, or that is licensed to, connected with or derived from confidential, material or proprietary information imparted to or licensed to Subscriber by CPI. At no time will Subscriber challenge or assist others to challenge the CPI Marks (except to the extent such restriction is prohibited by law) or the registration thereof by CPI.

(d) **TERMINATION AND CESSATION OF USE OF CPI MARKS.** Upon termination of this Agreement, Subscriber will immediately discontinue all use and display of all CPI Marks.

8. LIMITATIONS OF LIABILITY.

8.1 DISCLAIMER OF WARRANTIES. CHARGEPOINT AND THE CHARGEPOINT SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR SUBSCRIBER'S USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CPI DOES NOT WARRANT THAT (A) SUBSCRIBER'S USE OF THE CHARGEPOINT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, FREE FROM ERROR, OR MEET SUBSCRIBER'S REQUIREMENTS; (B) ALL CONTENT AND OTHER INFORMATION OBTAINED BY SUBSCRIBER FROM OR IN CONNECTION WITH THE CHARGEPOINT SERVICES WILL BE ACCURATE AND RELIABLE; (C) ALL DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE CHARGEPOINT SERVICES WILL BE CORRECTED. ALL CONTENT OBTAINED THROUGH THE CHARGEPOINT SERVICES IS OBTAINED AT SUBSCRIBER'S OWN DISCRETION AND RISK, AND SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO SUBSCRIBER'S COMPUTER SYSTEM OR OTHER DEVICE, LOSS OF DATA, OR ANY OTHER DAMAGE OR INJURY THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH CONTENT.

8.2 EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CPI BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE CHARGEPOINT NETWORK, ANY CHARGEPOINT SERVICES, THIS AGREEMENT, A GRANT OR RECEIPT OF RIGHTS OR OTHERWISE OR BASED ON ANY EXPRESSED, IMPLIED OR CLAIMED WARRANTIES BY SUBSCRIBER NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT.

8.3 ELECTRICAL, CELLULAR AND INTERNET SERVICE INTERRUPTIONS. Neither CPI nor Subscriber shall have any liability whatsoever to the other with respect to damages caused by: (i) electrical outages, power surges, brown-outs, utility load management or any other similar electrical service interruptions, whatever the cause; (ii) interruptions in wireless or cellular service linking Charging Stations to ChargePoint; (iii) interruptions attributable to unauthorized ChargePoint Network intrusions; (iv) interruptions in services provided by any Internet service provider not affiliated with CPI; or (v) the

inability of a Charging Station to access ChargePoint as a result of any change in product offerings (including, without limitation, the any network upgrade or introduction of any "next generation" services) by any wireless or cellular carrier. This includes the loss of data resulting from such electrical, wireless, cellular or Internet service interruptions.

8.4 LIMITATION OF LIABILITY. CPI's aggregate liability under this Agreement shall not exceed aggregate Subscription Fees paid by Subscriber to CPI in the twelve (12) calendar months prior to the event giving rise to the liability.

8.5 CELLULAR CARRIER LIABILITY. IN ORDER TO DELIVER THE CHARGEPONT SERVICES, CPI HAS ENTERED INTO CONTRACTS WITH ONE OR MORE UNDERLYING WIRELESS SERVICE CARRIERS (THE "UNDERLYING CARRIER"). SUBSCRIBER HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING CARRIER AND SUBSCRIBER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CPI AND THE UNDERLYING CARRIER. SUBSCRIBER UNDERSTANDS AND AGREES THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO SUBSCRIBER, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. SUBSCRIBER AGREES TO INDEMNIFY AND HOLD HARMLESS THE UNDERLYING CARRIER AND ITS OFFICERS, EMPLOYEES, AND AGENTS AGAINST ANY AND ALL CLAIMS, INCLUDING WITHOUT LIMITATION CLAIMS FOR LIBEL, SLANDER, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING IN ANY WAY, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH USE, FAILURE TO USE, OR INABILITY TO USE THE WIRELESS SERVICES EXCEPT WHERE THE CLAIMS RESULT FROM THE UNDERLYING CARRIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNITY WILL SURVIVE THE TERMINATION OF THE AGREEMENT. SUBSCRIBER HAS NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO IT, AND UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED. SUBSCRIBER UNDERSTANDS THAT CPI AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE CHARGEPOINT SERVICES.

8.6 ADDITIONAL RIGHTS. BECAUSE SOME STATES OR JURISDICITONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES AND/OR THE DISCLAIMER OF IMPLIED WARRANTIES AS SET FORTH IN THIS SECTION 8, ONE OR MORE OF THE ABOVE LIMITATIONS MAY NOT APPLY; PROVIDED THAT, IN SUCH INSTANCES, CPI'S LIABILTY AND/OR IMPLIED WARRANTIES GRANTED IN SUCH CASES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. TERM, RENEWAL AND TERMINATION.

9.1 TERM OF AGREEMENT. This Agreement shall become effective on the Effective Date and shall continue until the expiration of all of Subscriber's Cloud Plans.

9.2 CLOUD PLAN TERM. Each Cloud Plan acquired by Subscriber shall commence as follows: Each Cloud Plan acquired for use with a new Charging Station will commence on ninety (90) days from the date the subscription plan is invoiced. Upon expiration of the original term, this Agreement will renew automatically for the successive term originally purchased at the list price applicable thereto, subject to increases (not to exceed 5% annually) and Subscriber's right to terminate below. Should the renewal be cancelled and subsequently be requested to be reinstated by Subscriber, reinstatement will be subject to the payment of Subscription Fees for any lapse period plus reasonable reinstatement fee. If, however, at any time after the original term Subscriber wishes to terminate a Cloud Plan that has been automatically renewed, Subscriber may do so by providing CPI thirty (30) days' written notice of cancellation and CPI will issue Subscriber a pro-rata refund of any funds paid for periods from the effective date of cancellation to the end of the auto-renewed term. Notwithstanding the foregoing, there shall no pro-rata refunds allowed on automatic renewals for plans of multiple years. Renewals of Cloud Plans will commence on the date of the expiration of the Subscription being renewed. Each Subscriber Cloud Plan shall continue

for the applicable duration thereof, unless this Agreement is terminated earlier in accordance with its terms. If Subscriber has elected or is required, as the case may be, to pay by credit card as provided in this Agreement or if applicable, as described in CPI's credit card policy, the renewal will be charged to Subscriber's payment method (credit card) on file, which may include any payment method automatically updated by Subscriber's issuing bank. If Subscriber's credit card is declined, invalid, or payment is not made by the issuer of Subscriber's credit card on Subscriber's Subscription Date, without further notice CPI reserves the right to automatically recharge the payment method until payment is received, the payment method is updated, or the Service is discontinued for nonpayment.

9.3 TERMINATION BY CPI.

(a) This Agreement may be immediately terminated by CPI: (i) if Subscriber is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days (or within five (5) days in the case of any payment default) of Subscriber's receipt of written notice thereof; (ii) Subscriber becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors; (iii) upon the determination by any regulatory body that the subject matter of this Agreement is subject to any governmental regulatory authorization or review that imposes additional costs of doing business upon CPI; or (iv) as otherwise explicitly provided in this Agreement. Regardless of whether Subscriber is then in breach, CPI may, in its reasonable discretion, determine that it will not accept any renewal by Subscriber of its subscription to ChargePoint Services. In such case, this Agreement shall terminate upon the later of the expiration of all of Subscriber's subscriptions to ChargePoint Services.

(b) CPI may in its discretion suspend Subscriber's continuing access to the ChargePoint Services or any portion thereof if (A) Subscriber has breached any provision of this Agreement, or has acted in manner that indicates that Subscriber does not intend to, or is unable to, comply with any provision of this Agreement; (B) such suspension is required by law (for example, due to a change to the law governing the provision of the ChargePoint Services); or (c) providing the ChargePoint Services to Subscriber could create a security risk or material technical burden as reasonably determined by CPI.

9.4 TERMINATION BY SUBSCRIBER.

This Agreement may be immediately terminated by Subscriber without prejudice to any other remedy of Subscriber at law or equity: (i) if CPI is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof, (ii) CPI becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors, or (iii) upon providing thirty (30) days prior written notice.

9.5 REFUND OR PAYMENT UPON TERMINATION. Upon any termination of this Agreement for cause by Subscriber pursuant to Section 9.4(i)or by CPI pursuant to Section 9.3(a)(iii), CPI shall refund to Subscriber a pro-rata portion of any pre-paid Subscription Fees based upon the remaining Cloud Plan term. Upon any termination for any other reason, Subscriber shall not be entitled to any refund of any Subscription Fees as a result of such termination. Except as otherwise set forth in this Agreement, in no event shall any termination relieve Subscriber of any unpaid Subscription Fees due CPI for the Cloud Plan term in which the termination occurs or any prior Cloud Plan term.

9.6 SURVIVAL. Those provisions dealing with the Intellectual Property Rights of CPI, limitations of liability and disclaimers, restrictions of warranty, Applicable Law and those other provisions which by their nature or terms are intended to survive the termination of this Agreement will remain in full force and effect as between the Parties hereto regardless of the termination of this Agreement.

10. INDEMNIFICATION. Subscriber hereby agrees to indemnify, defend and hold CPI, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Claims") suffered or incurred by such indemnified parties resulting from or arising out of Subscriber's actual or alleged use (directly, or through a grantee of Rights by Subscriber) of the ChargePoint Services, ChargePoint or Subscriber Content and Services. Subscriber will cooperate as fully as reasonably required in the defense of any claim. CPI reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by Subscriber.

11. GENERAL.

11.1 AMENDMENT OR MODIFICATION. CPI reserves the right to modify this Agreement from time to time. CPI will provide notice of each such modification to Subscriber. Subscriber's continued use of the ChargePoint Services following such notice will constitute an acceptance of the modified Agreement.

11.2 WAIVER. The failure of either Party at any time to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such Party to thereafter enforce that provision or any other provision or right.

11.3 FORCE MAJEURE. Except with respect to payment obligations, neither CPI nor Subscriber will be liable for failure to perform any of its obligations hereunder due to causes beyond such party's reasonable control and occurring without its fault or negligence, including but not limited to fire, flood, earthquake or other natural disaster (irrespective of such Party's condition of any preparedness therefore); war, embargo; riot; strike; labor action; any lawful order, decree, or other directive of any government authority that prohibits a Party from performing its obligations under this Agreement; material shortages; shortage of transport; and failures of suppliers to deliver material or components in accordance with the terms of their contracts.

11.4 ARBITRATION. This Agreement is to be construed according to the laws of the State of California, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. Except with respect to any matter relating to Subscriber's violation of the intellectual property rights of CPI, any dispute arising from or relating to this Agreement shall be arbitrated in Santa Clara, California. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration. All claims shall be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of CPI, such claim may be litigated in a court of competent jurisdiction. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs.

11.5 NOTICE REGARDING CLAIMS TO REGULATORY COMPLIANCE MECHANISMS. The use of certain ChargePoint Charging Stations may be eligible to generate clean fuels credits, low-carbon fuel standard credits, renewable fuels credits, emissions reduction units, carbon offsets, allowances, renewable fuel and/or obligation certificates, or similar regulatory compliance instruments, collectively ("Regulatory Compliance Mechanisms"), used to comply with applicable federal, state, provincial, international or regional emissions, low-carbon fuel, and/or renewable fuel compliance programs. CPI and Subscriber may be eligible to claim title to Regulatory Compliance Mechanisms, however, only one Party can claim title. Should Subscriber choose to claim regulatory title, assuming Subscriber may be eligible to

do so, Subscriber must opt-in to the applicable program and fulfill all ongoing administrative and reporting obligations required of program participants, including recurring verification and/or auditing requirements. CPI intends to claim title to applicable Regulatory Compliance Mechanisms, assuming CPI may be eligible to do so; however, CPI will not claim title to specific Regulatory Compliance Mechanisms that Subscriber has opted to claim. Subscriber agrees that it will provide CPI with written notice of its intent to claim specific Regulatory Compliance Mechanisms within ten (10) days of the Effective Date. If Subscriber does not currently intend to claim regulatory title, but desires to do so at any time in the future, Subscriber may, by providing written notice to CPI, elect to claim title to Regulatory Compliance Mechanisms resulting from the use of ChargePoint Charging Stations thirty (30) days or more after the date of such notice. Subscriber represents and warrants to CPI that, in the absence of providing written notice, Subscriber will not claim any Regulatory Compliance Mechanisms and hereby designates that right to CPI. All notices shall be provided by email to CPI at lcfsnotification@chargepoint.com.

11.6 NOTICE REGARDING RIN DATA. For Subscriber's located in the United States, CPI will participate in an application to the U.S. Environmental Protection Agency ("EPA") to permit vehicle charging data ("Charging Data") collected by CPI from centrally networked charging stations to be utilized in a process to generate Renewable Identification Numbers ("RIN)" under the Renewable Fuel Standard. CPI must establish its exclusive right to utilize the Charging Data and the associated environmental attributes underlying the charging events represented by the Charging Data (Charging Data and such environmental attributes referred to collectively as, the "RIN Data") for the purposes of RIN generation. Subscriber confirms that it will not pursue utilizing RIN Data for the purposes of RIN generation and that, as between Subscriber and CPI, CPI has the exclusive right to use the RIN Data for the purpose of RIN generation.

11.7 NOTICES. Other than the notices required in Sections 11.5 and 11.6, any notice required or permitted by this Agreement shall be sent (a) if by CPI, via electronic mail to the address indicated by Subscriber in Subscriber's ChargePoint Services account; or (b) if by Subscriber, via electronic mail to mssa@chargepoint.com.

11.8 INJUNCTIVE RELIEF. Subscriber acknowledges that damages for improper use of the ChargePoint Services may be irreparable; therefore, CPI is entitled to seek equitable relief, including but not limited to preliminary injunction and injunction, in addition to all other remedies.

11.9 SEVERABILITY. Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Party will to any extent be determined jointly by the Parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, the Parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.

11.10 ASSIGNMENT. Subscriber may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of CPI (not to be unreasonably withheld). In the event of any purported assignment in breach of this Section, CPI shall be entitled, at its sole discretion, to terminate this Agreement upon written notice given to Subscriber. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. CPI may assign its rights and obligations under this Agreement.

11.11 NO AGENCY OR PARTNERSHIP. CPI, in the performance of this Agreement, is an independent contractor. In performing its obligations under this Agreement, CPI shall maintain complete control over its employees, its subcontractors and its operations. No partnership, joint venture or agency relationship is intended by CPI and Subscriber to be created by this Agreement. Neither Party has any right

or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

11.12 ENTIRE AGREEMENT. This Agreement (including the attached Exhibits) contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations and writings. All purchase orders issued by Subscriber shall state that such purchase orders are subject to all of the terms and conditions of this Agreement, and contain no other term other than the type of Cloud Plan, the number of Charging Stations for which such Cloud Plan is ordered, the term of such Cloud Plans and applicable Subscription Fees. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any purchase order, the Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other documentation shall be incorporated into or form any part of this Agreement, and all such purported terms and conditions shall be null and void.

11.13 COPYRIGHT POLICIES. It is CPI's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminate the accounts of repeat infringers.

11.14 THIRD PARTY RESOURCES. The ChargePoint Services may include hyperlinks to other websites or resources. CPI has no control over any web sites or resources that are provided by companies or persons other than CPI. Subscriber acknowledges and agrees that CPI is not responsible for the availability of any such web sites or resources, CPI does not endorse any advertising, products or other materials on or available from such web sites or resources, and CPI is not liable for any loss or damage that may be incurred by Subscriber as a result of any reliance placed by Subscriber on the completeness, accuracy or existence of any advertising, products, or other materials on, or available from, such websites or resources.

11.15 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.

11.16 ENGLISH LANGUAGE AGREEMENT GOVERNS. Where CPI has provided Subscriber with a translation of the English language version of this Agreement, Subscriber agrees that the translation is provided for Subscriber's convenience only and that the English language version of this Agreement governs Subscriber's relationship with CPI. If there is any conflict between the English language version of this Agreement.

Signature page follows

Subscriber: _____	ChargePoint, Inc.
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
Address:	Address: 254 E. Hacienda Ave. Campbell, CA 95008

EXHIBIT 1

FLEX BILLING TERMS

This Exhibit sets forth certain additional terms and conditions ("Flex Billing Terms") pursuant to which Subscriber may charge Users fees for the use of Subscriber's Charging Stations. In order to charge such fees, Subscriber must subscribe to a Cloud Plan that includes CPI's management, collection and/or processing services related to such fees ("Flex Billing").

1. DEFINITIONS. The following additional defined terms shall apply to these Flex Billing Terms:

1.1 ***"CPI Fees"*** means a fee, currently equal to ten percent (10%) of Session Fees, charged for a particular Session. CPI Fees are charged by CPI in exchange for its collection and processing of Session Fees on behalf of Subscriber. CPI will provide Subscriber with thirty (30) days prior written notice (which may include, without limitation, notice provided by CPI through its regular newsletter to Subscriber) of any increase in CPI Fees.

1.2 ***"Net Session Fees"*** means the total amount of Session Fees collected on behalf of the Subscriber by CPI, less CPI Fees and Taxes, if any, required by law to be collected by CPI from Users in connection with the use of Charging Stations. Except as required by law, Subscriber shall be responsible for the payment of all Taxes incurred in connection with use of Subscriber's Charging Stations.

1.3 ***"Session"*** or ***"Charging Session"*** means the period of time during which a User uses Subscriber's Charging Station to charge his or her electric vehicle for a continuous period of time not less than two (2) minutes commencing when a User has accessed such Charging Station and ending when such User has terminated such access.

1.4 ***"Session Fees"*** means the fees set by the Subscriber for a Charging Session, inclusive of any applicable Taxes.

2. FLEX-BILLING SERVICE FOR CHARGING STATIONS.

2.1. SESSION FEES. Subscriber shall have sole authority to determine and set Session Fees. Subscriber shall be solely responsible for determining and charging Session Fees in compliance with all applicable laws and regulations (including without limitation any restriction on Subscriber's use of per-kWh pricing). Subscriber acknowledges that CPI is not responsible for informing Subscriber of applicable laws or changes thereto, and CPI will not be liable to Subscriber or any third party for any alleged or actual failure of Subscriber to comply with such applicable laws and regulations.

2.2 DEDUCTIONS FROM SESSION FEES. In exchange for CPI collecting Session Fees on behalf of the Subscriber, the Subscriber hereby authorizes CPI to deduct from all Session Fees collected: (i) CPI Fees and (ii) to the extent required by Section 3, applicable Taxes.

2.3 PAYMENT TO SUBSCRIBER OF NET SESSION FEES. CPI will remit Net Session Fees to Subscriber, not less than monthly , provided that the amount due to Subscriber hereunder is at least fifty U.S. dollars (50) (or, if Subscriber is located in Canada fifty Canadian dollars). Notwithstanding, the foregoing, CPI shall remit any unpaid Net Session Fees, regardless of the amount, to Subscriber at least annually and within thirty (30) days of the expiration or termination

of this Agreement. All payments shall be made by electronic payment. In order to facilitate such payments, Subscriber agrees to maintain Subscriber's current bank information, into Subscriber's ChargePoint Services (customer facing portal), to enable electronic remittance of the Net Session Fees. If the Subscriber requests payment in a manner other than electronic payment (e.g., check or wire transfer), Subscriber agrees to bear the reasonable costs related to such request.

3. TAXES. If applicable, Subscriber is responsible for setting pricing on a Tax-inclusive basis. CPI is not responsible for remittance of any Taxes on behalf of Subscriber and Subscriber shall be responsible to report and remit any and all applicable Taxes assessable based on Charging Sessions whether state, federal, provincial or otherwise; provided that CPI is solely responsible for all Taxes assessable based on CPI's income, property and employees. Where CPI is required by law to collect and/or remit the Taxes for which Subscriber is responsible, the appropriate amount shall be invoiced to Subscriber and deducted by CPI from Session Fees, unless Subscriber has otherwise provided CPI with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.

EXHIBIT 2
API TERMS

This Exhibit sets forth certain additional terms and conditions ("API Terms") governing Subscriber's use of the APIs in connection with Subscriber's use of the ChargePoint Services. The API Terms are part of the Agreement, and all such use of the APIs remains subject to the Agreement terms.

1. ADDITIONAL DEFINITIONS. The following additional definitions shall apply to the API Terms.

1.1 *"**API Implementation**"* means a Subscriber software application or website that uses any of the APIs to obtain and display Content in conjunction with Subscriber Content and Services.

1.2 ***"API Documentation"*** means all Documentation containing instructions, restrictions or guidelines regarding the APIs or the use thereof, as amended and/or supplemented by CPI from time to time.

1.3 ***"CPI Site Terms"*** means the Terms and Conditions displayed on CPI's website, governing use of CPI's website and the ChargePoint Services by visitors who are not Cloud Plan subscribers.

2. API USE. Subscriber may use the APIs as and to the extent permitted by Subscriber's Cloud Plan and the API Documentation, subject to the terms and conditions of the Agreement.

2.1 AVAILABLE APIs AND FUNCTION CALLS. The APIs give Subscriber access to information through a set of function calls. The particular APIs and API function calls made available by CPI from time to time (and the Content available through such APIs and function calls) will be limited by Subscriber's Cloud Plan, and Subscriber's particular Cloud Plan may not include all APIs and function calls then available from CPI.

2.2 USE AND DISPLAY OF CONTENT. Subscriber is permitted to access, use and publicly display the Content with Subscriber Content and Services in Subscriber's API Implementation, subject to the following requirements and limitations.

(a) All Charging Station locations provided to Subscriber as part of the Content shall be clearly identified by Subscriber in Subscriber's API Implementation as ChargePoint® Network Charging Stations and shall contain the Brand Identifiers required by the API Documentation. In no event shall Subscriber's API Implementation identify or imply that any Charging Station is a part of any network of charging stations other than ChargePoint.

(b) Subscriber shall keep the Content used by Subscriber's API Implementation current with Content obtained with the APIs to within every forty eight (48) hours.

(c) Content provided to Subscriber through the APIs may contain the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of CPI's business partners and/or other third party rights holders of Content indexed by CPI, which may not be deleted or altered in any manner.

(d) Subscriber shall not:

(i) pre-fetch, cache, or store any Content, except that Subscriber may store limited amounts of Content for the purpose of improving the performance of Subscriber's API Implementation if Subscriber does so temporarily, securely, and in a manner that does not permit use of the Content outside of the ChargePoint Service;

(ii) hide or mask from CPI the identity of Subscriber's service utilizing the APIs, including by failing to follow the identification conventions listed in the API Documentation; or

(iii) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

2.3 REQUIRED INFORMATION. Subscriber must:

(a) display to all viewers and users of Subscriber's API Implementation the link to the CPI Site Terms and Conditions as presented through the ChargePoint Services or described in the Documentation;

(b) explicitly state in the use terms governing Subscriber's API Implementation that, by using Subscriber's API Implementation, such viewers and users are agreeing to be bound by the CPI Site Terms; and

(c) include in Subscriber's API Implementation, and abide by, a privacy policy complying will all applicable laws; and

(d) comply with all applicable laws designed to protect the privacy and legal rights of users of Subscriber's API Implementation.

2.4 REPORTING. Subscriber must implement reporting mechanisms, if any, that CPI requires in the API Documentation.

3. <u>CPI BRANDING REQUIREMENTS AND RESTRICTIONS</u>.

3.1 MANDATORY CPI BRANDING. Subject to Section 3.2 below and the restrictions on use of CPI Marks set forth in the Agreement, Subscriber agrees that each page comprising Subscriber's API Implementation will include a ChargePoint logo and will state that Subscriber's application or website is provided, in part, through the ChargePoint Services.

3.2 RESTRICTIONS. Subscriber shall not:

(a) display any CPI Mark as the most prominent element on any page in Subscriber's API Implementation or Subscriber's website (except as used in connection with the display of Charging Stations); or

(b) display any CPI Mark anywhere in Subscriber's API Implementation or on Subscriber's website if Subscriber's API Implementation or website contains or displays adult content or promotes illegal activities, gambling, or the sale of tobacco or alcohol to persons under twenty-one (21) years of age.

EXHIBIT 3
TERMS REGARDING GRANTING OF RIGHTS

This Exhibit sets forth certain additional terms and conditions applicable to Rights Grantors and Rights Grantees regarding the granting of Rights ("Rights Terms"). The Rights Terms are part of the Agreement, and all use of the ChargePoint Services permitted pursuant to the Rights Terms remains subject to the Agreement.

1. ADDITIONAL DEFINITIONS. The following additional definitions shall apply.

1.1 ***"Rights Grantor"*** means Subscriber.

1.2 ***"Rights Grantee"*** means any person to whom Subscriber has granted Rights. For purposes of this Agreement, a Subscriber shall be deemed to have granted Rights to the entity assisting Subscriber with creating its account and initiating Subscriber's access to Services.

2. TERMS. This Section governs Subscriber's granting of Rights as a Rights Grantor.

2.1 LIMITED RIGHTS. A Rights Grantee's right to access and use the ChargePoint Services for and on behalf of a Rights Grantor is limited to the specific Rights granted by such Rights Grantor to such Rights Grantee. Such Rights may be limited according to the Cloud Plan(s) subscribed to by Subscriber. Subscriber may revoke Rights, or any portion thereof, it has granted to a Rights Grantee at will and such Rights will thereafter by terminated with respect to such Rights Grantee. In no event may Subscriber grant Rights in excess of those provided to it through the Cloud Plan(s) to which it has subscribed.

2.2 RESPONSIBILITY FOR AUTHORIZED USER. All use of the ChargePoint Services by a Rights Grantee exercising Rights granted by Subscriber shall be subject to the terms and conditions of the Agreement (including without limitation Subscriber's indemnification obligation pursuant to Section 10 thereof). Subscriber shall be responsible for the actions, omissions, or performance of such Rights Grantee while exercising any such Rights, as if such action, omission or performance had been committed by Subscriber directly.

2.3 NO AGREEMENT. Subscriber acknowledges and agrees that the ChargePoint Services merely enable a Rights Grantor to extend Rights to Rights Grantees. The mere extension of such Rights by a Rights Grantor to a Rights Grantee does not constitute an agreement between Rights Grantor and the Rights Grantee with respect to the granted Rights or the exercise of such Rights by the Rights Grantee. CPI does not, either through the terms of the Agreement or the provision of ChargePoint Services undertake to provide any such agreement. It is the responsibility of the Rights Grantor and the Rights Grantee to enter into such an agreement on terms mutually acceptable to each. CPI expressly undertakes no liability with respect to such an agreement and Rights Grantor fully and unconditionally releases CPI from any liability arising out of such an agreement. Further Rights Grantor agrees to indemnify and hold CPI, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Claims") suffered or incurred by such indemnified parties resulting from or arising out of such agreement.