MEETING DATE: May 3, 2023 **ITEM # 5**

SUBJECT:

CONSIDERATION OF AWARD OF CONTRACT WITH FREEWIRE TECHNOLOGIES FOR ELECTRIC VEHICLE SUPPLY EQUIPMENT, AMENDMENT NO. 3 TO KIMLEY-HORN AND ASSOCIATES PROFESSIONAL SERVICES CONTRACT, AND ADOPTING RESOLUTION 23-36 AMENDING THE CAPITAL IMPROVEMENT PROGRAM BY ALLOCATING $109,000 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 FreeWire Technologies, for the procurement of electric vehicle supply equipment. The City will use Sourcewell Cooperative Purchasing Agreement No. #042221-FRE. The procurement of the electric vehicle supply equipment includes 5-year on-site warranty, maintenance support, and connectivity of the electric vehicle supply equipment for the City of West Sacramento's Plug-In Partnership Program (CIP 11036). Additionally, an amendment to the Kimley-Horn professional services contract is presented for consideration to complete redesign of the PiP sites for the FreeWire Technologies equipment and provide construction administration services.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council:

1) Approve and authorize the City Manager, or designee, to execute all contract(s) and purchase order(s) for up to $221,849.30 with FreeWire Technologies related to the purchase of electric vehicle supply equipment for the Plug-In Partnership Program;
2) Authorize the City Manager or his designee to execute amendments or change orders up to 10% of the purchase order ($22,184.93);
3) Approve and authorize the City Manager, or designee, to execute Contract Amendment No. 3 with Kimley-Horn and Associates Inc. for $24,000 to include the additional work related to the design phase of FreeWire Technologies electric vehicle supply equipment and construction administration as part of the Plug-In Partnership Program;
4) Adopt Resolution 23-36 amending the Capital Improvement Program by authorizing the appropriation and transfer of $100,000 from the Measure E (Fund 110) for costs related to the equipment and installation of FreeWire Technologies electric vehicle supply equipment and $9,000 for the previously awarded 2021 YSAQMD Clean Air grant; and
5) Authorize the City Manager, or the City Manager's designee, to execute non-substantive changes or modifications to the purchase orders or contracts with FreeWire Technologies and with Kimley-Horn, with approval from the City Attorney.

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, SMUD, Sacramento County, City of Sacramento and others to produce the Medium- and Heavy-Duty (MHD) ZEV Blueprint for Sacramento County and West Sacramento. The required 11.47% local match requirement was 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 expanded the work to assess private property locations more

broadly as candidate site for installations, such as commercial plazas, and explored 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) funds 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 implement EV installations where feasible and 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 deliver this project would be considered by SACOG as a disqualifying or discounting factor for future projects proposed through SACOG's competitive funding programs.

In March 2021, the City was awarded $9,000 in Clean Air Funds from the Yolo Solano Air Quality Management District and committed $9,925 of matching funds to install an EV charging station at the City's police station. The grant match funding was appropriated in the Plug-In Partnership Program (CIP 11036) and integrated into the overall design work and timeline.

In September 2021, the City Council approved a contract with Kimley-Horn and Associates, Inc. for the design of L2 and DCFC EV charging stations. In June 2022, the City Council approved an amendment with Kimley-Horn to revise and approve additional EV charging station sites for Phase 2. Kimley-Horn is now concluding design services and permitting requirements to install a total of 10 single port L2 chargers, 26 dual port L2 chargers, and 12 single port DCFC chargers at 12 sites across the City.

In July 2022, City Council awarded a contract with Rexel Energy Solutions for the purchase of ChargePoint, Inc.'s EV charging stations for the PiP Program, and in February 2023, the City Council awarded a construction contract with Quantum Energy Services & Technology, Inc. to install all EV charging stations for the PiP Program.

As part of the PiP scope of work in December 2022, the Sacramento Region Medium-and Heavy-Duty (MHD) Zero Emission Vehicle Blueprint Planning Project was completed. The project's intent was to identify the "home base" locations (depots) of the largest fleets that operate MD/HD vehicles in Sacramento County and West Sacramento and then map those locations to existing grid capacity. Using this information, the project team could then identify optimal locations for EV charging and hydrogen stations that would enable MD/HD operators to transition to zero-emission vehicles (ZEV). Simultaneously, the team identified technologies that could mitigate grid impacts and identify the approaches and systems needed for workforce development, station installation, and funding to support an organization's transition to ZEVs.

The plan built on data collected from SACOG, WTTCC, and the Sacramento Metro AQMD's original regional ZEV study to identify additional actions and activities in the near-term (now), mid-term (through 2030), and long-term (through 2040) that can accelerate the transition to zero emission vehicles.

PG&E was unable to support the planning team within the timeframe needed to collect much of same robust data provided by SMUD across the Sacramento River, and SMUD could not undertake an analysis for West Sacramento of PG&E substations and associated primary feeder and secondary distribution lines within the City's boundaries. To address this a third-party data analytics firm, Kevala, was procured to conduct a preliminary analysis using its proprietary software-as-a-service platform. When applying the projected fleet EV charging load growth calculations to PG&E's existing distribution system capacities, the preliminary analysis shows that to meet the increased demand, PG&E will need to add substantial grid capacity by 2030.

The plan identified two locations for curbside MHD EV charging expected to be constructed in 2023. The first is located on Elkhorn Plaza between Casselman and Beardsley Drive accessible from Sacramento Avenue. Two accessible DC Fast Chargers (DCFCs) with 40-foot clear parking spaces parallel to the existing curb will be installed in this location approximately three-quarters of a mile from the eastern city boundary in the northeast part of West Sacramento. The second location is within an off-street publicly accessible lot that includes two pull-through DCFCs with 40-foot clear parking located off the West Capitol Avenue primary arterial near the westbound Interstate 80 offramp, approximately one-half mile from the western city boundary.

The plan also recommended exploring the installation of battery-integrated chargers that feature built-in recycled EV batteries that allow the unit to dispense between 150-200 kW DC but interconnects to more widely available and less costly 208/240-volt power from the grid. This recommended action for procurement of FreeWire's battery-integrated fast charger is a direct result of this planning effort.

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 of which the City of West Sacramento is a participating member. 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 ensures that product installations meet all building code requirements for the State of California.

FreeWire Technologies is a pre-approved Sourcewell vendor that offers DCFC stations, network services, and maintenance plans & accessories for EVSE. The Sourcewell Cooperative Purchasing Agreement with FreeWire Technologies (No. #042221-FRE) is provided in Attachment 2. In March 2023, City staff worked with FreeWire Technologies to obtain a quote for electric vehicle supply equipment and associated maintenance support, warranty, and connectivity for the City's PiP Program. The estimated quote for one (1) Boost 200 Charger (200kW) with shipping and tax and estimated installation services is $221,849.30 (Attachment 4). Staff is requesting a 10% contingency on the purchase of the FreeWire DCFC purchase to account for any changes to estimated shipping and unanticipated on-site design or installation modifications.

The quote includes a 5-year on-site warranty, maintenance, and connectivity, and sales tax. There will be additional costs needed to redesign the existing vacant charger port located at the rear entrance of City Hall with the FreeWire charging station and to relocate the current L2 EV charger to the Bridge District parking lot. Staff proposes Amendment No. 3 to the Kimley-Horn professional services contract for $24,000 to redesign of the City Hall site to include the FreeWire charger and the Bridge District site to include another L2 charger, as well as construction administration services (Attachment 5). Amendment No. 3 to the Kimley-Horn professional services contract will utilize $11,340 in contingency approved by City Council on September 15, 2021. In addition, there is an initial ChargePoint subscription fee for the FreeWire equipment, updated City permit fees, and potential other costs that staff estimates at $20,000.

To support these changes to the City Hall and Bridge District sites, staff proposes to utilize the remaining estimated funds in the PIP Program and requests an allocation of $100,000 from Measure E (Fund 110). Should the PiP Program have remaining funding after installation of the ChargePoint and FreeWire charging stations, if approved by SACOG, could be used to support an EV Charging Equity Program or for operations, maintenance, replacement, and program oversight of the overall EV charging program.

The Boost 200 DCFC station utilizes a low power input to continuously charge a 160 kWh battery pack that in turn provides a high-power charge directly to the vehicle at up to 200 kW. The Boost Charger 200 only needs one-eighth of the input power required of conventional charging equipment, and can charge all EV models by providing up to 950-volt power. By siting a battery at the grid edge, and utilizing existing infrastructure to repower them, FreeWire products provides an innovative solution that doesn't require infrastructure upgrades. This is important for the West Sacramento City Hall that currently does not have the electricity infrastructure capacity to support a standard DCFC. FreeWire is the only commercially available battery-integrated fast EV charging solution in the U.S., and is National Electric Vehicle Infrastructure (NEVI) Formula Program and Buy America compliant. City staff proposes to pilot a FreeWire Boost Charger at City Hall as part of the PiP Program as recommended by MHD Zero Emissions Vehicle Blueprint. FreeWire products are fully compatible with ChargePoint software, thus allowing compatibility in managing the charging station's policies with the PiP Program.

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

anticipates that these exemptions will apply for standard level of work on the Electric Vehicle (EV) Charging Station Installation Project. No federal funding is in use for this project and, as such, will not be subject to NEPA.

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.

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: 2040 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 recommended action; or
3) Deny the recommended action.

Staff recommends Alternative 1 as it provides the City the opportunity to retrofit existing EV charging infrastructure with a DCFC station through SACOG Green Region grant where, without this technology, a standard DCFC would not be possible. This will allow the City to reallocate one L2 ChargePoint charger from City Hall to the Bridge District parking lot on 5th Street. 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. As indicated above, this vendor is the only commercially available battery-integrated fast EV charging solution, and because existing electricity infrastructure at City Hall does not permit a standard DCFC installation, denial of this contract will mean no fast charger installation can move forward at City Hall.

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). Additionally, the City was awarded $9,000 through a Clean Air Funds grant and committed $9,925 of matching funds for the EV charging station at the police station.

In January 2023, staff finalized the purchase of the ChargePoint EV charging stations with Rexel Energy Solutions for $1,186,249.41, within the budget presented to the City Council. This did not require use of the $125,000 contingency requested. There may be additional funds remaining should the ChargePoint contract ($28,223.36), Kimley-Horn design contract ($159,900 plus $11,340 contingency), and the Quantum Energy Services construction contract ($706,424.92 plus $105,963.74 contingency) not be fully expended, or if there are funds from estimated staff project management task of the PiP Program ($133,700) remaining at the close of the project. Staff has expended approximately $95,000 of that funding and anticipates an additional $70,000 required for PG&E related costs to ready the PiP Program. Staff has reconciled costs of the PiP Program and estimates there is approximately $177,000 available in the PiP Program.

The City will use the Sourcewell Cooperative Purchasing Agreement #042221-FRE to purchase and install a Boost Charger 200 for $221,849.30 with a 10 percent contingency. The inclusion of the FreeWire equipment requires additional design services. Staff proposes Amendment No. 3 to the Kimley-Horn design contract to provide these services and construction administration for $24,000. Staff will use the $11,340 contingency approved by Council as part of the professional services contract award on the September 15, 2021, but will need an additional allocation of $12,660 to support Amendment No. 3. Additionally, staff anticipates $20,000

needed for permit, software, and other costs. The breakdown of costs for the PIP Program, including the FreeWire Technologies pilot is as follows:

PROJECT REVENUES	
2018 SACOG Green Region Program (localized in 2019)	$2,665,000.00
2021 YSAQMD Clean Air Funds	$ 9,000.00
Total Revenues	**$2,674,000.00**
PROJECT COSTS	
Professional Services Contact with Kimley Horn and Associates, Inc. (inclusive of Amendments 1 and 2)	$ 159,900.00
Amendment No. 3 to Kimley Horn and Associates, Inc. Contract	$ 24,000.00
Negotiated Professional Services Contract with ChargePoint, Inc.	$ 28,223.36
Final Cost for Rexel Energy Solutions for Equipment Purchase	$1,186,249.41
Negotiated Construction Contract with Quantum Energy Services & Technology, Inc.	$ 706,424.92
Quantum Energy Services & Technology, Inc. Contingency	$ 105,963.74
Estimated Fees and Other Costs for ChargePoint and FreeWire (e.g. PG&E, Building Permit fees, software costs, and Professional Services)	$ 185,000.00
Estimated Staff and Resources Cost for PIP Program	$ 133,700.00
Negotiated Cost for FreeWire Technologies for Equipment and Installation	$ 221,849.30
FreeWire Technologies Contingency	$ 22,184.93
Total Project Cost	**$2,773,495.66**
PROJECT SURPLUS/(DEFICIT)	($99,495.66)

Based on the information in the above table, there is a shortfall of $99,495.66 to complete the project. As such, staff is recommending City Council adoption of Resolution 23-36 amending the Capital Improvement Program by appropriating $100,000 from Measure E – Smart City Initiatives to the Plug in Partnership Program (CIP 11036). In addition, the Capital Improvement Program needs to be amended to appropriate the $9,000 of 2021 YSAQMD Clean Air Funds in CIP 11036.

ATTACHMENTS

1. Resolution 23-36
2. Sourcewell Cooperative Purchasing Agreement #042221-FRE
3. FreeWire Evaluation Agreement
4. FreeWire Technologies Quote for EVSE and Related Services
5. Amendment No. 3 to Kimley-Horn Professional Services Agreement

RESOLUTION 23-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO AMENDING THE CAPITAL IMPROVEMENT PROGRAM BY AUTHORIZING THE TRANSFER OF $100,000 FROM THE MEASURE E FUND AND APPROPRIATING $9,000 OF CLEAN AIR GRANT PROGRAM FUNDS FROM THE YOLO SOLANO AIR QUALITY MANAGEMENT DISTRICT FOR THE PLUG IN PARTNERSHIP PROGRAM (CIP 11036)

WHEREAS, in December 2018, the City of West Sacramento was awarded $2.665 million **WHEREAS,** in December 2018, the City of West Sacramento was awarded $2.665 million as part of the Green Region Funding Program for the Plug in Partnership Program by the Sacramento Area Council of Governments; and

WHEREAS, in December 2019, the Sacramento Area Council of Governments agreed upon a funding swap and localization of the Plug in Partnership award;

WHEREAS, in March 2021, the City of West Sacramento was awarded $9,000 from the Clean Air Funds grant program from the Yolo Solano Air Quality Management District for the purchase and installation of an electric vehicle charging station at the Police Station;

WHEREAS, staff proposes to add a FreeWire Technologies Boost 200 charging station at City Hall parking lot and add an additional ChargePoint L2 charging station at the Bridge District parking lot;

WHEREAS, additional funding of $100,000 is needed to fully complete the Plug in Partnership Program; and

WHEREAS, staff is proposing to transfer $100,000 of Measure E – Smart City Initiatives to fully support the Plug in Partnership Program;

WHEREAS, staff is proposing appropriation of the previously awarded $9,000 of Clean Air grant program funds from the Yolo Solano Air Quality Management District to CIP 11036; and

WHEREAS, there are sufficient funds available in the sources identified to fund the additional appropriations as requested for this project; and

WHEREAS, the City Council has considered all information related to this matter, as presented at the public meetings of the City Council identified herein, including any supporting reports by City staff, and any other information provided during public meetings.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Sacramento as follows:

1. The City Council hereby approves amendments to the budget for the 2022-23 fiscal year as provided below:

SOURCES		
$100,000	110-0000-3110	Measure E (Fund 110)
$ 9,000	400-9900-4500/400-11036-4500	2021 YSAQMD Grant
$100,000	*400-9900-4990/400-11036-4990*	*Transfer In from Measure E*
$109,000	**Total Sources**	
USES		
$100,000	400- 9900-5530/400-11036-5800	Plug-in Partnership Program
$ 9,000	400-9900-5530/400-11036-5800	2021 YSAQMD Grant
$100,000	*110-9017-5950*	*Transfer Out to CIP-11036*
$109,000	**Total Uses**	

**Note – Interfund transfers are not included in funding sources and uses total to avoid duplication of total project budget and funding.*

2. The City Council hereby finds that the facts set forth in the recitals to this Resolution are true and correct and establish the factual basis for the City Council's adoption of this Resolution.

4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the West Sacramento City Council this 3rd day of May, 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Martha Guerrero, Mayor

ATTEST:

_____
Jennifer Cusmir, City Clerk

Solicitation Number: RFP #042221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and FreeWire Technologies, 1933 Davies Street, Suite 301A, San Leandro, CA 94577 (Vendor).

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

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

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires July 20, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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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 the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and 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	FreeWire Technologies
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Renee Samson 3F63679A63A14A3...
By: _____	By: _____
Jeremy Schwartz	Renee Samson
Title: Chief Procurement Officer	Title: Director of Regulatory Affairs
Date: 7/15/2021 | 11:44 AM CDT	Date: 7/15/2021 | 9:25 AM PDT

Approved:

DocuSigned by: Chad Coauette 7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 7/15/2021 | 11:47 AM CDT

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RFP 042221 - Electric Vehicle Supply Equipment and Related Services

Vendor Details

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

Submission Details

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

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	FreeWire Technologies	*
2	Proposer Address:	1933 Davies Street, Suite 301A, San Leandro, California 94577	*
3	Proposer website address:	www.freewiretech.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Renee Samson, Director of Regulatory Affairs 1933 Davies Street, Suite 301A, San Leandro, California 94577 rsamson@freewiretech.com 415-297-4360	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Renee Samson, Director of Regulatory Affairs 1933 Davies Street, Suite 301A, San Leandro, California 94577 rsamson@freewiretech.com 415-297-4360	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ethan Sprague, VP of Sales, Marketing, Product and Regulatory 1933 Davies Street, Suite 301A, San Leandro, California 94577 ethan@freewiretech.com 510-292-6362	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

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

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	FreeWire is a manufacturer of its equipment. FreeWire maintains three main paths to sales. 1) FreeWire has a robust in-house sales team that includes both Sales Development Representatives as well as field based Sales Directors 2) FreeWire has a network of both regional and national Authorized Value Added Resellers that provides coverage in all 50 US states and all Canadian provinces. 3) FreeWire maintains Authorized Reseller relationships with the Driver Network (OCCP software) centric entities, EV Connect as an example, with sales forces that cover all of the US and Canada. FreeWire's Authorized Value Added Reseller network includes the top EVSE Value Added resellers in the industry. Most of FreeWire's authorized dealers have been in the EVSE industry for over 6 years. FreeWire also has established a service partnership with Lane Valente Industries, a top tier EVSE O&M service provider, with coverage in all states and provinces. FreeWire has additional localized Service Partners in certain high EV population states.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	UL2202, UL2231-1, UL2231-2, UL991, UL1973 (battery pack) FCC part 15 Class A (U.S.). In addition, many of our subcomponents are also certified to their respective standards - including all main power components/systems, cabling, harnesses, connectors, BMS and BMS software. There are a vast number of other requirements that form the basis of our topline certification, and required for our overall certifications.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not applicable.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Global Cleantech 100 (2018-2021), 2020 bp Advancing Low Carbon Accreditation, 2020 Acterra BEA for Environmental Innovation, 2020 Environment + Energy Leader 100; Approved supplier for NYPA, National Grid, PG&E, SCE, among others.	*
17	What percentage of your sales are to the governmental sector in the past three years	53% of FreeWire sales in the past three years have been to the government sector. Customers include Public Service Corporation of Oklahoma, Nevada Energy, Tennessee Valley Authority, American Electric Power, Southern California Edison, Sacramento Municipal Utility District, Redwood City Public Works, Los Angeles Department of Water and Power, Los Angeles County, New York Department of Citywide Administrative Services, and Washington State Department of Enterprise Services. Since the release of Boost Charger in 2020, sales to municipalities and other government sectors continue to rise sharply.	*
18	What percentage of your sales are to the education sector in the past three years	Less than ten percent of FreeWire sales have been to the education sector. Our largest education customer is the University of California for use in fleet electrification and backup power applications. Since the release of Boost Charger in 2020, sales to the education sector is expected to increase sharply.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	FreeWire is listed on the Washington DES contract, MA COMM BUYS contract, SCPPA contract, and NYPA contract. Sales volume from the Washington contract are $32k plus $165k pending final contract approval.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA is pending.	*

Table 4: References/Testimonials

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

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

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Los Angeles County	Government	California - CA	Backup power, distributed power	9 Mobi units	$600,000	*
Sacramento Municipal Utility District	Government	California - CA	Backup power, distributed power	3 Mobi units	$200,000	*
TVA	Government	Tennessee - TN	Electric vehicle charging	1 Boost station	$135,000	*
Nevada	Government	Nevada - NV	Electric vehicle charging	2 Boost units and 1 Mobi unit	$400,000	*
NYC	Government	New York - NY	Electric vehicle charging	6 Mobi units	$400,000	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
23	Sales force.	FreeWire has a sales team of approximately 20 employees. Half are based in FreeWire's California headquarters while the balance are in remote offices. Remote offices include, Albany NY, Brooklyn NY, Los Angeles CA, San Diego, Dallas Texas, Boston MA, and Seattle WA. Within the next 90 days FreeWire will add personnel in the South and Midwest. This sales force is augmented by a dealer network that has coverage in all 50 US states and all Canadian provinces.	*
24	Dealer network or other distribution methods.	The FreeWire sales force is augmented by a dealer network that has coverage in all 50 US states and all Canadian provinces. FreeWire's dealer network includes the top EVSE Value Added resellers in the industry. Most of FreeWire's authorized dealers have been in the EVSE industry for over 6 years. Sales personnel at FreeWire Authorized resellers total well over 200 persons. FreeWire has a network of both regional and national Authorized Value Added Resellers that provides coverage in all 50 US states and all Canadian provinces. FreeWire's Authorized Value Added Reseller network includes the top EVSE Value Added resellers in the industry. Most of FreeWire's authorized dealers have been in the EVSE industry for over 6 years. FreeWire has established an authorized reseller relationship with Rexel Energy Services. RES is a well known Distributor within North America and is a subsidiary of Rexel, an international Distributor of electrical supply components. Additionally, FreeWire maintains Authorized Reseller relationships with the Driver Network (OCCP software) centric entities, EV Connect as an example, with sales forces that cover all of the US and Canada.	*
25	Service force.	FreeWire has established a service partnership with Lane Valente Industries, a top tier EVSE O&M service provider, with coverage in all states and provinces. FreeWire has additional localized Service Partners in certain high EV population states. In Oklahoma for example, where FreeWire has a large installed base, Techsico is an Authorized Service Partner.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	FreeWire has uploaded the following two documents in response to this question: "Q26 FreeWire Support Flow" and "Q26 Level of Service and Schedule".	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	FreeWire is excited about the prospect of working with Sourcewell participants to expand the company's footprint throughout the United States and Canada. FreeWire's unique DCFC solution will permit installations in urban and rural locations that cannot currently accommodate conventional DCFC stations. FreeWire is also expanding internationally and recently installed the first Boost Charger in the United Kingdom.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	FreeWire is excited about the prospect of working with Sourcewell participants to expand the company's footprint throughout the United States and Canada. FreeWire's unique DCFC solution will permit installations in urban and rural locations that cannot currently accommodate conventional DCFC stations. FreeWire is also expanding internationally and recently installed the first Boost Charger in the United Kingdom.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	FreeWire employs a holistic marketing strategy engaging in both inbound and outbound campaigns. FreeWire will leverage our public relations agency to announce the contract and manage associated press. FreeWire has been recognized as a leader in the electric vehicle charging and energy storage sector with broad interest from publications such as Bloomberg, to industry publications such as Greentech Media and Electric Power Research Institute (EPRI). FreeWire has a strong social media presence with over 8,000 active followers that can further amplify the initial announcement with ongoing communication to our network. With a large email subscription list, FreeWire has an opportunity to send broad or targeted emails to relevant parties. FreeWire will gather inbound leads by hosting the contract on the company's website. Lastly, FreeWire will leverage and integrate the contract with marketing collateral for use by the sales team in direct outreach to potential customers. Examples of marketing collateral are uploaded and titled beginning with "Q32".	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	FreeWire is active across social media platforms including LinkedIn, Twitter, Facebook and Instagram. FreeWire utilizes Hootsuite to manage social media and analytics in addition to a third-party social media agency to increase engagement and provide relevant content for the diverse range of followers. FreeWire uses SEMrush to help optimize metadata and consistently grow organic website traffic.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	FreeWire will promote its inclusion on the SourceWell contract to both potential customers, charging station hosts, and to its network of Authorized Resellers. FreeWire will pay the Sourcewell fee on behalf of its Authorized Resellers and will encourage its Authorized Resellers to market FreeWire's presence on the Sourcewell contract.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No. FW customers and Authorized Resellers issue purchase orders directly to the sales department.	*

Table 8: Value-Added Attributes

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

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Energy Star requirements were amended in March to include an additional allowance for DCFC stations with energy management systems, including integrated battery storage. FreeWire is in the process of beginning testing for certification.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We have uploaded three certifications with respect to Voltrek, a WMBE reseller, titled starting with "Q40".	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	As discussed above, FW is one of the few companies to offer a battery integrated DCFC station. In addition, it is one of the only DCFC stations that can dynamically charge two cars at the same time. One car can pull up to 120 kW and two cars charging simultaneously can each pull up to 60 kW (soon to increase to 150/75/75). Boost Charger is uniquely positioned for installation in otherwise hard-to-reach sites. It is ideally suited for rural locations where infrastructure upgrades may be cost prohibitive or where three phase power does not exist. Likewise, in dense urban areas with highly constrained grid conditions and difficult space restrictions, Boost Charger can be deployed on a standard 208V/240V service without the need for additional cabinets or other hardware that often takes up more space than the charging station itself. Boost Charger is also capable of being relocated if the site is no longer a viable site. The lack of extensive make-ready underground infrastructure means that the Boost can be moved if needed. This could occur if a lessee moves locations or another location proves to have more demand. Boost will also soon be able to operate in grid down situations and will also be able to provide energy services to site hosts, such as powering their site in the event of a brown out, allowing POS equipment and lights to work by utilizing the Boost Charger battery pack. Boost Charger connectors are also customizable, allowing for two CCS or a combination of CCS and CHadeMO.	*

Table 9A: Warranty

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

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

Table 9B: Performance Standards or Guarantees

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

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

Table 10: Payment Terms and Financing Options

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

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
55	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	FreeWire quotes at MSRP except for large quantity orders. FreeWire has uploaded a pricing spreadsheet, reflecting a Sourcewell discount, titled “Q55 Sourcewell_cost_2021_worksheet”.	*
56	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discounts will range from 0-3% of MSRP. FreeWire will provide a 3% discount on hardware. (Note a FreeWire average sale is in excess of $150,000) FreeWire offers software and services at MSRP.	*
57	Describe any quantity or volume discounts or rebate programs that you offer.	For large quantity orders, FreeWire provides a 3-15% discount on hardware.	*
58	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	FreeWire offers 3 different options for port configuration, as well as several input voltage and supply phase configurations. All of these options are offered to the customer with no increase or decrease in price. FreeWire is open to providing non-standard options on a custom proposal basis.	*
59	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	FreeWire’s pricing includes the FreeWire hardware as described and FreeWire software as described within the FreeWire extended warranty (above). Provisioning on the FreeWire AMP system is also included with the warranty. Post-warranty connectivity and software require an additional annual fee. Freight, physical installation, and software provisioning purchased from third-parties are not included.	*
60	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	FreeWire’s products are made available to the customer at FreeWire’s warehouse. The customer typically is responsible for arranging and paying for shipping. FreeWire will arrange shipping for a customer upon request, subject to an additional shipping and handling fee.	*
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	FreeWire typically utilizes standard LTL carriers for all US states and Canada. Offshore delivery would be arranged on a case-by-case basis.	*
62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
63	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	FreeWire typically sells to all entities, including government agencies, at MSRP. FreeWire will offer Sourcewell customers a 3% discount, which is better than the Proposer typically offers to GPOs, coop procurement organizations, or state purchasing departments.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Upon award, FreeWire will leverage our CRM tools to tag any Sourcewell opportunities appropriately so that they receive Sourcewell contract and pricing terms. All sales that are conducted by FreeWire's channel partners will be similarly tagged. In addition, all partners will be required to conform to Sourcewell contract language. As sales are made and shipments are processed, all Sourcewell orders will be recorded in our CRM system which will then generate quarterly reporting for all Sourcewell sales. From this reporting, the Sourcewell administrative fee can easily be calculated and paid.	*
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	FreeWire will track the percentage of overall sales to Sourcewell contract sales as well as the increase in sales to sectors eligible for Sourcewell purchases.	*
66	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	FreeWire proposes a 1.5% administrative fee. This fee will be paid on all FreeWire products, services and warranties. FreeWire will not pay the administrative fee on installation services performed by channel partners, freight costs, or Network renewals or warranty renewals.	*

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

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

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

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

Line Item	Category or Type	Offered *	Description / Comments *	
69	Non-network electric vehicle charging hardware	(•) Yes ( ) No	Yes. All FreeWire products can be operated as both a networked or a non-networked station from the perspective of the site host and driver. FreeWire will always maintain a network connection with the station to ensure warranty monitoring.	*
70	Network electric vehicle charging hardware	(•) Yes ( ) No	Yes. All FreeWire products can be operated as both a networked or a non-networked station from the perspective of the site host and driver. If a site host wishes to have a software network that will provide driver-facing support for the Boost Charger, FreeWire is compatible with several of the major networks offered in North America using OCPP 1.6. FreeWire will always maintain a network connection with the station to ensure warranty monitoring.	*
71	Services related to electric vehicle charging hardware (refer to RFP Section II. B. 1. b.)	(•) Yes ( ) No	Services include maintenance, repair, parts and supplies, site leasing solutions, charging services, and training. FreeWire provides cloud-based station monitoring and reporting for all of its products, as well as a driver application for use with the Mobi valet service. The valet service, used primarily at workplaces, allows drivers to check in and queue up for a charging session, allowing for maximum utilization of the L2 stations.	*
72	Site assessment, site preparation and materials, and installation services related to electric vehicle charging hardware	(•) Yes ( ) No	FreeWire maintains a network of authorized and licensed installers and resellers that provide site assessment, site preparation and materials, and installation services related to Boost Charger.	*
73	Network service provider or operator	(•) Yes ( ) No	FreeWire maintains a back-office network connection with all its products in order to provide proactive monitoring, station operating configuration, and reporting. Customers may choose to contract with a third-party network provider such as EV Connect, Greenlots, or ChargePoint to enable additional services for the driver and site host.	*
74	Charge monitoring, reporting, or billing services	(•) Yes ( ) No	There are two configurations for payment options. Boost Charger is OCPP 1.6 compliant and designed to work with all OCPP 1.6 compliant network providers. In the alternative, if a site host chooses not to contract with a third-party network provider, it can still collect payment from drivers using the credit card magnetic stripe and RFID reader.	*
75	Grid or power management solutions	(•) Yes ( ) No	FreeWire intends to offer these services in the next twelve months and will update Sourcewell accordingly.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
76	Describe the process for installation of your products or services and explain the method of quotation, as applicable.	FreeWire customers engage third-party installers directly to install the equipment. The Boost Charger can be installed with a forklift if the site configuration is typical and installation is typically a 2-3 hour process. FreeWire can also recommend an installer. FreeWire does not currently hold a general contractor or electrical contractor license and therefore cannot pass through those services to customers in some jurisdictions.
77	If your proposal includes delivery of services by prequalified contractors, describe your method of prequalification. State how prequalified contractors will be identified or selected by Sourcewell Participating Entities in the event of contract award.	Not applicable.
78	Identify the data collected during the initial installation of your equipment, products, or services. Identify the data collected when your equipment, products, and services are accessed by an end-user.	Our products collect the following data: state of charge of the vehicle, start time of the charging session, end time of the charging session, dwell/idle time, Boost battery state of charge, input power, output power, and internal temperature of the Boost Charger. Boost Charger also collects total cost of charging session (if fee applies) and dozens of data points on internal performance of the charger, including any faults generated. Upon installation, the location of the station is collected and tests are performed on the equipment.
79	Identify the storage location for all data collected in the use of your equipment, products, or services. Describe applicable data security measures and identify any services performed outside the US or Canada, as applicable.	FreeWire uses AWS servers in the United States to store all charging session data. FreeWire does not collect any data or PII of drivers using our charging stations.

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

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

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

Documents

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

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

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

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

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

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

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

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

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

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

    1. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Renee Samson, Director of Regulatory Affairs, FreeWire Technologies

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

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_8_EV_Supply_Eqpt_RFP_042221 Thu April 15 2021 05:17 PM	☑	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

FreeWire Technologies, Inc.
1999 Harrison Street, Suite 2650
Oakland, CA 94612

FREEWIRE TECHNOLOGIES, INC.
EQUIPMENT EVALUATION AGREEMENT

Effective Date:_____, 2022 Buyer:_____

This Equipment Evaluation Agreement (this "**Agreement**"), dated as of the Effective Date set forth above, is entered into by and between FreeWire Technologies, Inc., a Delaware corporation ("**FreeWire**"), with its principal place of business at 1999 Harrison Street, Suite 2650, Oakland CA 94612 and the Buyer identified above (the "**Buyer**").

1. **Sale and Invoices.** FreeWire will sell to Buyer and Buyer will purchase from FreeWire the equipment ("**Equipment**") set forth in one or more purchase orders entered into by the parties pursuant hereto (each, a "**Purchase Order**"), in the quantities and at the purchase price stated therein. Buyer will pay all amounts due to FreeWire hereunder, arising under any applicable Purchase Order or otherwise, within 30 days of receipt of written invoice therefor.

2. **Delivery and Installation.** FreeWire will make Equipment available to Buyer for pick-up on or around the date specified in the applicable Purchase Order (the "**Delivery Date**"). FreeWire will assist with coordinating shipment of the Equipment to the location identified therein (the "**Destination Location**"). Buyer is solely responsible for all costs of shipping, including loading and unloading. FreeWire will use its standard methods for packaging the Equipment. Except as otherwise expressly set forth herein, title to and risk of loss of Equipment will pass to Buyer upon the Delivery Date. Accordingly, unless otherwise agreed in writing, title transfer and risk of loss both pass to Buyer on an Ex Works (EXW) basis from FreeWire's warehouse. FreeWire will not be liable for any delays, loss, or damage in transit. Buyer acknowledges that the Delivery Date is approximate and that FreeWire will not be liable for any losses, damages, penalties, or expenses for failure to meet such Delivery Date. Buyer is solely responsible for unloading, receipt, installation, and provisioning of the Equipment at the Destination Location, including labor reasonably suited therefor and including all costs related thereto. At Buyer's request, FreeWire may provide the names and contact information of one or more installers of Equipment, provided that FreeWire makes no representation or warranty of any kind, nor does it undertake any liability, with respect to or regarding the quality of any installation or other services performed by any such installer.

3. **Inspection.** Buyer must inspect the Equipment upon arrival at the Destination Location. Buyer will be deemed to have accepted the Equipment unless it notifies FreeWire in writing, within 5 days of delivery, that the product delivered is different than that identified in the Purchase Order, or the product's label or packaging incorrectly identifies its contents ("**Nonconforming Units**"). If Buyer timely notifies FreeWire of any Nonconforming Units, then FreeWire will, in its sole discretion, (a) replace such Nonconforming Units with conforming Equipment, or (b) credit or refund the price for such Nonconforming Units, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer will ship, at its expense and risk of loss, the Nonconforming Units to FreeWire's warehouse. If FreeWire exercises its option to replace Nonconforming Units, then FreeWire will, after receiving Buyer's shipment of Nonconforming Units, deliver to Buyer, at Buyer's expense and risk of loss, replacement Equipment. Buyer acknowledges and agrees that the remedies set forth in this Section 3 are Buyer's exclusive remedies for the delivery of Nonconforming Units.

4. **Use.** Buyer may use the Equipment, including any software, application program interface, documentation or data related thereto or embedded therein (the "**Software**"), solely for (i) its internal business purposes and (ii) internal research and development only. Buyer will not permit any third-party use of the Equipment or Software (or any part thereof or component thereto), including by consumers, nor will Buyer place the Equipment in any publicly accessible location or otherwise make the Equipment available for public use. Subject to the foregoing, FreeWire and its licensors reserve all right, title and interest in and to the Equipment and Software, including all related intellectual property and other proprietary rights. Without limiting the foregoing, Buyer will not, and will not permit any third party to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Software, or; (b) modify, translate, or create derivative works based on the Software; (c) remove any product identification or notices of any proprietary or copyright restrictions from the Equipment or the Software or any documentation applicable thereto or alter or remove any FreeWire branding from any of the foregoing; (d) list or otherwise display or copy any object code of the Software; (e) use

the Equipment or Software for any purpose other than the use for which it was designed; (f) repair, maintain or service the Equipment or Software in any way other than as set forth in the applicable documentation; or (g) use the Equipment or Software other than in accordance with this Agreement and in compliance with all applicable laws, rules and regulations.

5. **Warranty.** The Equipment is covered by the terms of FreeWire's Standard Limited Warranty attached hereto as Exhibit A (the "**Warranty**"). All applicable warranties with respect to Equipment are set forth in the Warranty and, as further set forth herein, FreeWire disclaims any and all warranties pertaining to the Equipment, including any implied warranties, warranties of merchantability or fitness for particular purpose, not otherwise expressly made herein.

6. **Insurance.** For the period commencing on the Effective Date until at least one year subsequent to the expiration of the Warranty Period, FreeWire shall maintain such types and levels of insurance that are required by law and that FreeWire otherwise deems appropriate and customary for transactions of a nature similar to the one described herein.

7. **Data and Feedback**. FreeWire may collect data and information with respect to Equipment and Software, including information pertaining to the safety and performance of the Equipment (such as internal temperature sensors and state of charge (SOC) of batteries), initial vehicle SOC, duration of charging sessions, and kW and kWh dispensed during charging sessions ("**Buyer Data**"), and Buyer acknowledges and consents to FreeWire's monitoring and collection of Buyer Data by means of the Software. Buyer hereby grants to FreeWire a perpetual, irrevocable, royalty-free, fully-paid, non-exclusive license to make internal use of such Buyer Data and to create or modify aggregated, anonymized data which does not identify Buyer or any end users of the Equipment or Software ("**Aggregated Anonymous Data**"), and to disclose, use and/or share the Aggregated Anonymous Data for any lawful purpose. Buyer acknowledges that the Buyer Data (and Aggregated Anonymous Data) is the property of FreeWire, but agrees that it will treat any information it receives pertaining to Buyer's vehicles as the Confidential Information of Buyer in accordance with Section 9. To the extent Buyer provides FreeWire with feedback and insights, whether in written or oral form, relating to Buyer's use of the Equipment and Software ("**Feedback**"), Buyer hereby grants to FreeWire a perpetual, irrevocable, royalty-free, fully-paid, non-exclusive license to incorporate such Feedback into or to utilize such Feedback in or with any Equipment or Software, including any upgrades or modifications thereto, or any other services or offerings of FreeWire, including future versions of the Equipment or Software, and to use such Feedback for any other lawful purpose.

8. **Publicity.** Without limiting Section 9, neither party will, without the other party's prior written approval on a case-by-case basis, which may be withheld in such party's sole discretion, (a) make any media releases, public announcements or public disclosures relating to this Agreement or the subject matter hereof, or (b) make any use or proposed use of the other party's names or trademarks, service marks or logos, including promotional or marketing material.

9. **Confidentiality.**

a. Definition. "**Confidential Information**" means any non-public information disclosed by a party (including such party's personnel and agents; together as the "**Discloser**") to the other party (including such party's personnel and agents; together as the "**Recipient**") hereunder, either directly or indirectly, whether disclosed orally, in writing or otherwise. FreeWire's Confidential Information includes all non-public information relating to the Equipment, Software and/or FreeWire's business.

b. Duty of Confidentiality. Recipient shall not, during or subsequent to the term of this Agreement, use Discloser's Confidential Information for any purpose other than in furtherance of this Agreement and the activities described herein or disclose such Confidential Information to any third party except as otherwise permitted hereunder. Recipient may disclose Confidential Information of Discloser only to those employees or consultants who have a need to know such Confidential Information and who are bound to retain the confidentiality thereof under provisions (including provisions relating to nonuse and nondisclosure) no less restrictive than those required by Recipient for its own Confidential Information. Recipient shall maintain Confidential Information of Discloser with at least the same degree of care it uses to protect its own proprietary information of a similar nature or sensitivity, but no less than reasonable care under the circumstances. Recipient shall advise Discloser in writing of any misappropriation or misuse of Discloser's Confidential Information of which Recipient becomes aware.

c. Exceptions. This Agreement shall not prevent Recipient from disclosing Confidential Information of Discloser to the extent required by a judicial order or other legal obligation, provided that, in such event, Recipient shall promptly notify Discloser to allow intervention (and shall cooperate with Discloser) to contest or minimize the scope of the disclosure (including application for a protective order). Not withstanding

anything herein to the contrary, this Agreement is not the Confidential Information of either party. Confidential Information does not include information which: (A) is known to Recipient at the time of disclosure to Recipient by Discloser; (B) has become publicly known and made generally available through no wrongful act or inaction of Recipient; (C) has been rightfully received by Recipient from a third party without a duty of confidentiality; (D) has been authorized for disclosure by Discloser prior to such applicable disclosure; and/or (E) is independently developed by Recipient without reliance on Discloser's Confidential Information.

d. Return of Materials. Upon the termination of this Agreement, or upon Discloser's earlier request, each party (as Recipient) shall deliver to Discloser, or destroy, all of Discloser's Confidential Information embodied in tangible (including electronic) form, and certify in writing to Discloser that all such Confidential Information has been returned or destroyed. The provisions of this Section 10(d) shall not apply to Confidential Information incidentally stored in a party's automated back-up systems, provided that such Confidential Information be held in accordance with the provisions of this Agreement will be deleted pursuant to the applicable policies governing such systems.

10. **Termination.** Either party may terminate or suspend any order for Equipment upon 14 days' written notice, if the other party fails substantially to perform its obligations and does not cure such failure during the notice period. In the event of termination, Buyer will reimburse FreeWire for any outstanding amounts due for Equipment delivered or services performed prior to the date of termination. Provisions of this Agreement that are intended to, or by their nature should, apply beyond the term of this Agreement, will remain in force after any termination or expiration of this Agreement.

11. **Indemnity.**

a. By Buyer. Buyer will indemnify, defend and hold harmless FreeWire, including its and its employees, officers, directors, and permitted successors and assigns, from and against any and all losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) (collectively, "**Losses**") incurred in connection with any third-party claim, action or proceeding (each, a "**Claim**") pertaining to: (i) Buyer's gross negligence, willful misconduct or violation of any applicable law, rule or regulation; (ii) damage to tangible property, personal injury or death arising from or related to Buyer's use of the Equipment in violation of this Agreement, the Warranty, or any specifications or instructions provided by FreeWire to Buyer in connection therewith (including any installation guide, user manual or other applicable documentation), or Buyer's modification of or other alteration to the Equipment without FreeWire's express written instruction or consent; or (iii) Buyer's actual or alleged breach of this Agreement.

b. By FreeWire. FreeWire will indemnify, defend and hold harmless Buyer and its employees, officers, directors, and permitted successors and assigns from and against any and all Losses incurred in connection with any Claim pertaining to (i) FreeWire's gross negligence or willful misconduct; or (ii) FreeWire's actual or alleged breach of this Agreement.

12. **Force Majeure.** Any delays in, or failure of, performance or delivery by either party, shall not constitute default or give rise to any claims for damages, if and to the extent caused by acts of God; acts, rules or regulations of any governmental authority; strikes or other concerted acts of workers; fires, floods, storm, accident, earthquakes, tidal waves, or other natural disasters; epidemics, war, riots, rebellion, sabotage, insurrection; or any other similar circumstances beyond a party's reasonable control.

13. **Limitation of Liability.**

a. Consequential Damages. **IN NO EVENT WILL FREEWIRE BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT FREEWIRE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

b. Limitation of Liability. **IN NO EVENT WILL FREEWIRE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO FREEWIRE FOR EQUIPMENT SOLD TO BUYER UNDER THIS AGREEMENT.**

14. **Miscellaneous.**

a. Entire Agreement. This Agreement (including Exhibit A) constitutes the entire agreement between the parties relating to Buyer's purchase and evaluation of the Equipment, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and

communications, both written and oral. This Agreement will not be modified other than in a writing that specifies it is an amendment to this Agreement and which is duly executed by an authorized representative of each of the parties hereto. no click-wrap, click-through, browse wrap or similar agreements or any course of dealing shall supersede or having any binding effect on this Agreement. No waiver hereunder shall be binding unless executed in writing by a duly authorized representative of the party to be bound thereby.

b. Assignment. No right or obligation of Buyer under this Agreement may be assigned, delegated or otherwise transferred, whether by agreement, operation of law or otherwise, without the express prior written consent of FreeWire. Any attempted or purported assignment in violation of this Section shall be null and void *ab initio*.

c. Relationship. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement creates any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party may contract for or bind the other party in any manner whatsoever.

d. Governing Law; Venue. This Agreement (including all matters arising out of or relating hereto) is governed by and shall be construed in accordance with the internal laws of the State of California, without reference to any conflict of law doctrine, as if executed and fully performed therein. Any legal suit, action or proceeding arising out of or relating to this Agreement must be instituted in the federal courts of the United States of America or the courts of the State of California in each case located in San Francisco County, California. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any and all objection thereto, including any objection of *forum non conveniens*.

e. Construction. Section headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement. The construction of this Agreement shall not take into consideration the party who drafted or whose representative drafted any portion of this Agreement, and no canon of construction shall be applied that resolves ambiguities against the drafter of a document. Each party has had the opportunity to have its legal counsel review this Agreement and has done so to the extent desired. References to Sections and Exhibits are to Sections and Exhibits of this Agreement unless otherwise specified. Whenever the words “include”, “includes” or “including” are used, they are deemed to be followed by the words “without limitation.” The word “or” is not exclusive but shall mean “and/or.” This Agreement is for the sole benefit of the parties and there are no third party beneficiaries hereto. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. To the greatest extent possible, any invalid provision shall be automatically deemed modified to the least extent necessary to render it a valid provision which most closely approximates the intent and effect of the invalid provision and, together with all other provisions of this Agreement, shall continue in full force and effect. Any provisions of this Agreement that expressly continue or are intended to operate subsequent to the term of this Agreement shall survive the termination or expiration of this Agreement for any reason. This Agreement may be executed in any number of counterparts (including by electronic signature), each of which will be deemed to be an original and which taken together will be deemed to be one and the same instrument.

[Remainder of page intentionally left blank. Signature page to follow.]

FreeWire Technologies, Inc.
1999 Harrison Street, Suite 2650
Oakland, CA 94612

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

FreeWire Technologies, Inc.

By:_____

Name:_____

Title:_____

Date:_____

Buyer

By:_____

Name:_____

Title:_____

Date:_____

Buyer Entity Name: _____

Contact Address: _____

_____

_____

Phone Number: _____

Fax Number: _____

Email Address: _____

[Signature page to FreeWire Equipment Evaluation Agreement]

FreeWire Technologies, Inc.
1999 Harrison Street, Suite 2650
Oakland, CA 94612

EXHIBIT A

FREEWIRE TECHNOLOGIES, INC.

Standard Limited Warranty

FreeWire Technologies, Inc. ("**FreeWire**") provides the following Standard Limited Warranty (this "**Warranty**") covering the Equipment. Please visit *https://freewiretech.com/support/* (the "**Support Website**") for additional information on how to contact FreeWire Support. Any RMA procedures that may be set forth on the Support Website, or otherwise provided by FreeWire to Buyer in writing in connection herewith, must be followed for all warranty claims notwithstanding anything to the contrary in this Warranty. This Warranty is subject to the Equipment Evaluation Agreement ("**EEA**") to which it is attached. Capitalized terms not otherwise defined herein have the meaning given to them in the EEA.

1. Battery Warranty.

FreeWire warrants that the battery components of the Equipment will, at the time of purchase and for the time period set forth below (the "**Warranty Period**"), operate at the energy retention level set forth below (the "**Battery Warranty**").

Warranty Period (whichever comes first)	Energy Retention
3 years or 2,000 cycles[1]	70%

Expressed as a percentage of original rated capacity.

[1] One cycle is defined as discharging your battery an amount that equals 100% of your battery's capacity.

Any battery replaced by FreeWire pursuant to Section 3 of this Exhibit A may be new or factory refurbished with an energy capacity (*i.e.*, kWh storage) level at or above that of the original battery at the time of notice of a warranty claim. Accordingly, the replacement battery will operate at a level appropriate to its age and utilization, but may not be new.

2. System Warranty.

FreeWire warrants that the mechanical and electrical components (excluding the battery) of the Equipment will, at the time of purchase and for Warranty Period set forth below, be free from material defects in workmanship and will be of merchantable quality (the "**System Warranty**").

Warranty Period
3 years

3. Labor and Parts; Expenses.

During the Warranty Period, FreeWire will provide labor and parts pertaining to the repair of the Equipment pursuant to this Warranty. Notwithstanding the foregoing, Buyer will reimburse FreeWire for all reasonable travel costs and related expenses related to the provision of services pursuant to this Warranty.

4. Reporting.

During the Warranty Period FreeWire may provide Buyer with access to FreeWire's digital reporting platform (the "**Reporting Platform**") which provides information pertaining to the performance of the Equipment. FreeWire disclaims all warranties pertaining to the Reporting Platform, including pertaining to uptime, suitability, that it will meet or satisfy Buyer's requirements, merchantability or fitness for a particular purpose. FreeWire may modify, update or otherwise alter the Reporting Platform as determined within its sole discretion.

5. Cellular Connectivity.

During the Warranty Period FreeWire will provide, pay for and administrate the account, provided by a provider of cellular connectivity services, such as Sierra Wireless (a "**Cellular Provider**"), associated with the Equipment's cellular connectivity. FreeWire has no responsibility for or liability to Buyer for any malfunction or downtime of any cellular account, nor of any performance failures or downtimes of the Equipment or the Reporting Platform associated therewith.

Subsequent to the Warranty Period, Buyer shall be fully responsible for the procurement of all licensing and accounts associated with the provision of a cellular connection from a Cellular Provider.

6. Extended Warranty.

Buyer may purchase an extended warranty (an "**Extended Warranty**") for the Equipment which will extend the Warranty Period for either one or two additional years under the System Warranty and the Battery Warranty. The Extended Warranty does not make any warranty or guarantee regarding the Equipment's energy retention beyond the number of cycles specified in the above Battery Warranty. The Extended Warranty requires Buyer to purchase and maintain an active software subscription with FreeWire for each additional year of the Extended Warranty. Pricing for the Extended Warranty will be provided to Buyer on request.

7. Exclusions; Procedure.

As a condition to this Warranty, FreeWire requires that Equipment have continuous cellular or ethernet connectivity during the course of this Warranty to ensure that all updates have been installed on the Equipment. FreeWire is unable to properly execute on the Warranty if the Equipment is not updated and connected. If, at any time during the Warranty Period, the Equipment loses connectivity for more than seven consecutive days, FreeWire's obligations under the Battery Warranty, System Warranty, and/or Extended Warranty will be suspended until connectivity is restored. Any such suspension does not extend the term of any Warranty.

This Warranty does not apply to, and FreeWire will not be responsible for, any defect in or damage to Equipment: (a) that has been misused, neglected, tampered with, altered, or otherwise damaged, either internally or externally (including with regard physical, hardware, firmware and software components); (b) that has been improperly transported, handled, installed, operated, used or repaired, including use under conditions for which Equipment was not designed, use in an unsuitable environment, or use in a manner contrary to the installation guide and the user manual or applicable laws, rules or regulations; (c) that have been subjected to fire, water, generalized corrosion, biological infestations, acts of nature, or input voltage that creates operating conditions beyond the maximum or minimum limits listed in Equipment specifications, including high input voltage from generators or lightning strikes; (d) that has been subjected to incidental or consequential damage caused by defects of other third-party components; or (e) if the original identification markings (including serial number) of such products have been defaced, altered, or removed.

This Warranty does not cover: (i) normal wear and tear or deterioration, or cosmetic, technical or design defects, or shortcomings which do not materially influence or affect energy storage or degrade form, fit, or function of Equipment; (ii) noise or vibrations that is not excessive or uncharacteristic and does not impact Equipment's performance; (iii) damage that occurs during shipping or transportation after Equipment is sold to an authorized reseller; (iv) damage or deterioration that occurs after the expiration or voiding of the applicable Warranty Period or that is reported more than 15 days after the expiration or voiding of such period; or (v) theft or vandalism of Equipment or any of its components.

Equipment is not intended for use as a primary or backup power source for life-support systems, other medical equipment, or any other use where product failure could lead to injury to persons or loss of life or catastrophic property damage. FreeWire disclaims any and all liability arising out of any such use of Equipment. Further, FreeWire reserves the right to refuse to service any Equipment used for these purposes and disclaims any and all liability arising out of FreeWire's service or refusal to service Equipment in such circumstances.

To the extent permitted by law FreeWire is not liable for any special, direct, indirect, incidental or consequential damages, losses, costs or expenses however arising, whether in contract or tort, including without limitation any economic losses of any kind, any loss or damage to property, or any personal injury, in connection with, arising from or pertaining to the Equipment or this Warranty. To the fullest extent permitted by law, FreeWire's liability arising out of or related to a claim under this Warranty with respect to Equipment will not exceed 100% of the purchase price paid to FreeWire for such Equipment. Some states and countries do not allow, or restrict, the exclusion or limitation of damages, so the above limitation or exclusion may not apply, or may only apply to a limited extent.

FreeWire will not be liable for a breach of this Warranty if: (A) Buyer makes any further use of Equipment after receiving notice of a breach of warranty; (B) the defect arises because Buyer failed to follow FreeWire's oral or written instructions, including as set forth in any installation guide or user manual, as to the storage, installation, commissioning, use or maintenance of the Equipment, including the installation of any updates thereto; or (C) Buyer alters, adjusts, removes any element of product enclosure or attachment mechanism, or repairs such Equipment without FreeWire's prior written consent

or modifies or otherwise alters any software or firmware running on (or otherwise powering) the Equipment without FreeWire's prior written consent.

FreeWire will not be liable for a breach of this Warranty unless: (x) Buyer gives written notice of the defect, reasonably described, to FreeWire within 15 days subsequent to the time when Buyer discovers or ought to have discovered the defect; (y) FreeWire is given 10 working days after receiving the notice to examine such Equipment and Buyer (if requested to do so by FreeWire) returns such Equipment to FreeWire's place of business at FreeWire's cost for the examination to take place there; and (z) FreeWire verifies Buyer's claim that the Equipment is defective. Buyer is responsible for the cost of shipping any allegedly defective Equipment to FreeWire in accordance with the RMA procedures on the Support Website. FreeWire reserves the right to ascertain the claim of failure and any required remediation at its sole discretion without limitation.

Subject to the provisions of this Warranty and the EEA, with respect to any Equipment for which a valid warranty claim is made under this Warranty during the Warranty Period, FreeWire will, in its sole discretion, either: (1) repair or replace such Equipment (or the defective part); or (2) credit or refund the price of such Equipment at the pro rata contract rate. The Warranty Period will not be extended by virtue of any replacement or repair of Equipment under this Warranty.

THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY MADE BY FREEWIRE WITH RESPECT TO THE EQUIPMENT. AS FURTHER SET FORTH IN THE EEA, FREEWIRE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USE, QUALITY, ACCURACY, NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

FREEWIRE

City of t S ramento - Boo t 200

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Reference: 20230412-170916227

Site: WEST SACRAMENTO CITY HALL 1110 CAPITOL AVE

Quote created: April 12, 2023
Quote expires: April 19, 2023

Total **$221,849.30**

Products & Services

ITEM NAME	DESCRIPTION	QUANTITY	PRICE
Boost Charger 200kW	Ultrafast EV Charger with Integrated Storage 160kWh capacity, 200kW 950V Output Dual-Port CHAdeMO and CCS Combo	1	$137,740.00 after 3% discount
200kW 3-Year On-Site Warranty, Maintenance, and	Limited Warranty for 3 Years - Battery will be replaced within 3 years or 2,000	1	$29,100.00 after 3% discount

ITEM NAME	DESCRIPTION	QUANTITY	PRICE
Connectivity	cycles if Energy Retention falls below 70% - Includes Parts and Workmanship Annual Preventative Maintenance and Over-the-Air Software Updates Proactive Monitoring, Performance Data Analysis & Reporting		
200kW On-Site Warranty Extension to 5 years		1	$19,245.00
Budgetary Installation Scope	Budget Installation of Boost 200 with contingency - does not include permits or engineering. Final price will be confirmed upon contractor site walk.	1	$16,000.00

TAXES AND OTHER FEES	
Estimated Shipping	$6,000.00
Estimated Sales Tax - West Sacramento 8.25% (applied to Boost and 3 year warranty only)	$13,764.30

Total	**$221,849.30**

Comments

Boost 200 with 5 Year Extended Warranty. Estimated Sales Tax and Shipping included, final amounts will be reflected on invoice.

Estimated Installation budget included in pricing. Does not include engineering or permits.

SourceWell contract discount included.

ChargePoint software can quoted and be purchased separately.

Purchase terms

Per FreeWire Agreement.

AMENDMENT NO. 3
to the
CONTRACT FOR SERVICES
between the
CITY OF WEST SACRAMENTO
And
KIMLEY-HORN AND ASSOCIATES, INC.
Dated September 15, 2021

This Amendment No. 3 to the Contract for Services between the City of West Sacramento ("City") and Kimley-Horn and Associates, Inc. ("Consultant") dated September 15, 2021, is made and entered into this May 3, 2023. Except as expressly amended herein, the September 15, 2021 Contract for Services is in full force and effect.

RECITALS

WHEREAS, the City was awarded a Sacramento Area Council of Governments Green Region grant for the West Sacramento Plug-In Partnership Program; and

WHEREAS, the City Council approved a contract on September 15, 2021 with Consultant to provide professional services to assess, design and provide bid stages services in support of the installation of EV Charging Stations as part of the West Sacramento Plug-in Partnership Program (Phase 1); and

WHEREAS, City staff has identified additional engineering design and bid services needs to meet the requirements and to utilize remaining funds of the West Sacramento Plug-In Partnership Program;

WHEREAS, the technical assistance and expert consultation services rendered by the Consultant are still required because the project is not complete; and

WHEREAS, the City and Consultant desire to amend said contract.

NOW, THEREFORE, IT IS MUTUALLY AGREED by parties hereto to amend said agreement as follows:

I. SCOPE OF SERVICES:
The scope of services as set forth in the Contract for Services dated September 15, 2021, shall be revised to include the additional tasks as outlined in Exhibit A.

II. COMPENSATION:
The compensation as set forth in the Contract for Services Exhibit A, Section 3.5 Cost Proposal dated September 15, 2021 and amended on July 5, 2022 shall be increased by Twenty four thousand dollars ($24,000) and shall be revised as follows:

The Consultant shall be paid monthly for the actual fees, costs and expenses for all time and materials required and expended, but in no event shall total compensation exceed One Hundred Eight-Three Thousand Nine Hundred Dollars ($183,900), without the City's prior written approval. Consultant's fees shall be as specified in the Schedule of Fees, which is attached hereto an incorporated herein as Exhibit B

III. TERM OF CONTRACT:
The term as set forth in the Amendment No. 2 to the September 15, 2021 Contract for Services shall be extended 12 months and shall terminate on September 14, 2024.

Except as expressly revised herein, the Existing Contract remains in full force and effect. In the event of a conflict between the Existing Contract and the terms of this Amendment No. 3, the terms set forth herein shall control.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as the date herein set forth.

CITY OF WEST SACRAMENTO

By:_____
Aaron Laurel, City Manager

Kimley-Horn and Associates, Inc.

By:_____
Matthew Weir, Principal-in-Charge/Vice President

APPROVED AS TO FORM

By:_____
Jeffrey Mitchell, City Attorney

ATTEST:

By: _____
Jennifer Cusmir, City Clerk

EXHIBIT A
Scope of Services

- **Task 1 – Construction Administration**
  Kimley-Horn will provide limited construction phase services for the Client, which may include periodic site visits, response to reasonable contractor questions, and providing document clarifications as requested by the Client or Contractor during the construction period. However, Kimley-Horn will not direct the work of the Contractor, guarantee the Contractor's performance, or take responsibility for the Contractor's means, methods, and safety at the Site. Furthermore, Kimley-Horn is not liable for any acts or omissions of the Contractor or its subcontractors, suppliers, or vendors. This task includes up to 36 hours of construction administrative services, which averages to 3 hours a site for the 12 sites where electric vehicle charging stations (EVCS) are proposed. The 12 sites are listed below.
    1. Alabama Ave & 15th Street
    2. Bridge Street
    3. City Hall
    4. Community Center
    5. Corp Yard
    6. D Street & 3rd Street
    7. Elkhorn Plaza
    8. Heritage Oaks
    9. Joey Lopes
    10. Lighthouse Charter School
    11. Police Station
    12. Tower Bridge Gateway & 7th Street

  Add Task 1.4 for Construction Administration for all sites.

- **Task 2.1 – Updated Construction Documents for City Hall**
  Kimley-Horn will update the construction document plans based on the request form the City to replace a proposed L2 Chargepoint Charging Station with a DCFC Freewire Boost Charging Station.

  The scope of work includes the following:
    - Analyzing the existing charging station location to identify accessibility concerns and recommend necessary modifications to ensure compliance with the California Building Code Chapter 11B and other applicable regulations.
    - Developing a fully accessible design for both Level 2 and DCFC charging placement of charging equipment, accessible parking spaces, access aisles, signage, and pathways. The design shall be based on applicable codes, standards, and best practices.
    - Updating the electrical design to accommodate the addition of DCFC charging equipment the capacity of the electrical service, switchgear, transformers, and distribution equipment. The design shall be based on applicable codes, standards, and manufacturer recommendations.
    - Updating the existing construction document package, including drawings, specifications, and other contract documents, to reflect the design changes and ensure compliance with applicable codes, standards, and regulations.

The proposed changes will require updates to the following sheets in the construction document set:

- Title sheet
- Site improvement plan(s)
- Electrical plans & details
- Construction details

It is anticipated that this task will require 20 hours of effort. If additional hours are required, additional fee will be requested.

- **Task 2.2 – Updated Construction Documents for Bridge Street Parking Lot**
  Kimley-Horn will update the construction document plans based on the request form the City to introduce a L2 Chargepoint Charging Station.

  The scope of work includes the following:
  - Developing a fully accessible design for both Level 2 and DCFC charging, including but not limited to, placement of charging equipment, accessible parking spaces, access aisles, signage, and pathways. The design shall be based on applicable codes, standards, and best practices.
  - Updating the electrical design to accommodate the addition of Level 2 charging equipment, including but not limited to, the capacity of the electrical service, switchgear, transformers, and distribution equipment. The design shall be based on applicable codes, standards, and manufacturer recommendations.
  - Updating the existing construction document package, including drawings, specifications, and other contract documents, to reflect the design changes and ensure compliance with applicable codes, standards, and regulations.

  The proposed changes will require updates to the following sheets in the construction document set:
  - Title sheet
  - Site improvement plan(s)
  - Electrical plans & details
  - Construction details

  It is anticipated that this task will require 15 hours of effort. If additional hours are required, additional fee will be requested.

- **Task 3: Permitting & Final Construction Drawings**
  Kimley-Horn will work with the City to obtain required Building, Electrical or other Permit approvals for each of the Site locations. Kimley-Horn will incorporate up to two (2) rounds of comments from the City, affected agencies, and utility companies to prepare final construction plans. We will work with local agencies to ensure plans meet local and federal codes. Upon City approval of plans, Kimley-Horn will provide final constructions drawings, sealed & signed by a supervising California Professional Engineer.

EXHIBIT B

- Revise Task 1.2 to Overall Project Kickoff as follows:

Overall Project Kickoff		
Task #	Task Name	Fee
Task 1.1	Project Kick-off	$1,000
Task 1.2	Site Evaluation and Feasibility Analysis	$12,400
		$13,400

- Revise Task 2 to show:

City Hall		
Task #	Task Name	Fee
Task 1	Preliminary Design Stage	
Task 1.3	Preliminary Construction Plans	$15,500
Task 2	Permitting and Final Construction Drawings	$3,500
Task 3	Bid Stage Services	$1,500
		$20,500

Bridge Street		
Task #	Task Name	Fee
Task 1	Preliminary Design Stage	
Task 1.3	Preliminary Construction Plans	$16,000
Task 2	Permitting and Final Construction Drawings	$3,500
Task 3	Bid Stage Services	$1,500
		$21,000

- Add Task 4

Overall Project Kickoff		
Task #	Task Name	Fee
Task 4.1	Construction Administration	$9,500
		$9,500

Measure E Analysis
Plug-in Partnership Program – Additional Funding

Project Description
The requested expenditure is to provide additional funding for the Plug-in Partnership Program (PiP). 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, SMUD, Sacramento County, City of Sacramento and others to produce the Medium- and Heavy-Duty (MHD) ZEV Blueprint for Sacramento County and West Sacramento. The City has purchased and is beginning to install 10 Level 2 single-port chargers, 26 Level 2 dual-port chargers, and 12 single port Direct Current Fast Chargers across the City. As the Sacramento Region Medium-and Heavy-Duty Zero Emission Vehicle Blueprint Planning Project was completed, the plan recommended exploring the installation of battery-integrated chargers that feature built-in recycled EV batteries that allow the unit to dispense between 150-200 kW DC but interconnects to more widely available and less costly 208/240-volt power from the grid. The FreeWire Boost 200 charger is a battery-integrated fast charger that is a direct recommendation of the Planning Project.

Policy Context
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: 2040 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 for West Sacramento residents.

Electric vehicles supply equipment is a necessary part of new technologies and smart mobility the support emerging mobility options. With Smart Cities being a primary venture priority for Measure E funds, this expenditure will allow the City to test the applicability and ease of installing battery-integrated chargers that can use the existing power grid without infrastructure upgrades.

Supplementary Funds
The proposed Measure E funding would not supplant any existing funding. 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. In late 2019, the City Council approved a funding swap to defederalize the funds for this project to alleviate administrative burden to the City in meeting federal funding requirements - $2,665,000 in Congestion Management and Air Quality funds from the Plug-in Partnership grant was swapped with with $1,665,000 in General Funds and $1,000,000 in Measure E funds. Additionally, the City was awarded $9,000 through a Clean Air Funds grant from the Yolo Solano Air Quality Management District (YSAQMD).

Staff Costs
The proposed Measure E expenditure will cover some consultant costs for installation.

Desired Outcome
The installation of the Boost Charger 200 pilot at City Hall and the public use in electric vehicle supply equipment.

Theory of Change
Staff’s recommended action is a direct follow-up of the one of the recommendations from the Sacramento Region Medium-and Heavy-Duty Zero Emission Vehicle Blueprint Planning Project. If successful, this will provide further availability of sites for battery-integrated chargers in our older, high goods movement areas that will support electric vehicle infrastructure and lower greenhouse gas emissions. This in turn can improve the reliability of public electric vehicle supply equipment and increase confidence in the electric vehicle charging network, encouraging more people to adopt electric vehicles.

Project Budget
Total cost of the proposed FreeWire Technologies Boost 200 pilot:

Use of Funds	Total
Negotiated Cost for FreeWire Technologies for Equipment and Installation	$221,849.30
FreeWire Technologies Contingency	$22,184.92
Amendment No. 3 to Kimley Horn and Associates, Inc. Contract	$24,000.00
Estimated Fees and Other Costs for ChargePoint and FreeWire (e.g. PG&E, Building Permit fees, software costs, and Professional Services)	$20,000.00
Total	**$288,034.23**

The overall Plug-In Partnership Program is funded through the SACOG Green Means Go grant (localized in 2019 with General Funds and Measure E) and a YSAQMD Clean Air Funds grant. Staff proposes to use the remaining funds from the Green Means Go grant to install a FreeWire Technologies Boost 200 battery integrated charger. The FreeWire Technologies Boost 200 pilot will require an additional $99,495.66 to complete.

Performance Metrics
Staff will track electric vehicle supply equipment usage and will be able to calculate greenhouse gas emissions reductions. Staff can also track issues reported using the Boost 200 charger as compared to other electric vehicle supply equipment.