

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Siemens Industry, Inc., 1000 Deerfield Parkway, Buffalo Grove, IL 60089-4547 (Vendor).

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. WARRANTY. Vendor warrants that all Equipment and Products furnished are free from liens and encumbrances at the time of delivery, and are free from defects in materials and workmanship. Vendor warrants that it will perform the Services in a professional and workmanlike manner. The warranties do not apply to software furnished by Vendor. The sole and exclusive warranties for any software are set forth in the applicable Software License. If the Services or Product fail to meet the warranty standards set forth in Article 2.B within the applicable warranty period defined herein, and Sourcewell or the Participating Entity (as applicable) promptly reports such non-conformance to Vendor during the above mentioned warranty period, Vendor shall at its own expense as Sourcewell or the Participating Entity's (as applicable) sole and exclusive remedies for breach of the warranties: (i) for Services, re-perform the relevant Services or, in Vendor's sole discretion, refund Sourcewell or the Participating Entity (as applicable) the pro rata portion of the fees paid to Vendor under this Agreement allocable to the nonconforming Services; and (ii) for Product, at Vendor's discretion, repair or replace the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced Product Services or parts is limited to the remainder of the original warranty period. 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 as set forth in the manufacturer's product documentation. 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 to the extent legally permissible.

Unless Vendor agrees otherwise in writing, Sourcewell or the Participating Entity (as applicable) will be responsible for any costs associated with: (i) gaining access to the Product or Services; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Vendor to perform its warranty obligations; (iii) transportation to and from the Vendor factory or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Sourcewell or the Participating Entity (as applicable) with Article 2.B or from their deteriorated condition. All exchanged Products replaced under this warranty will become the property of Vendor.

Sourcewell or the Participating Entity (as applicable) must provide written notice of any claims for breach of the Warranties by: (i) for Services, within three (3) months from completion of the Services; and (ii) for Product, the earlier of twelve (12) months from initial operation of the

Product or eighteen (18) months from shipment. Additionally, absent written notice within the applicable Warranty period, any use or possession of the Product or Services after expiration of the applicable Warranty period is conclusive evidence that the applicable Warranties have been satisfied.

THE WARRANTIES IN THIS ARTICLE 2.B. ARE VENDOR'S SOLE AND EXCLUSIVE WARRANTIES AS TO VENDOR PRODUCTS AND SERVICES. VENDOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

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.

D. LICENSE INTELLECTUAL PROPERTY IN THE PRODUCTS. "Software" means software that is licensed by Vendor to Sourcewell and/or Participating Entities under this Agreement, including any related Documentation. "Documentation" means the explanatory printed or electronic functional specification materials provided by Vendor for the Software, including but not limited to license specifications, instructions for the use of the Software and technical specifications. Subject to the default license in this Article 2.D and any agreement otherwise in the Order, for Software provided under an Order, Sourcewell and/or Participating Entities agrees to comply with any end-user license agreement ("EULA") accompanying such Software and attached to such Order. Vendor hereby grants to Sourcewell and/or Participating Entities a worldwide, irrevocable, nonexclusive, perpetual, paid-up and royalty free license for software embedded in any Products that is not subject to a separate license or EULA (including installed applications). The license rights and restrictions, warranty, and delivery terms of the separate license or EULA shall govern over any conflicting terms in this Agreement. The license allows Sourcewell and/or Participating Entities only to use such software as embedded in the applicable Product and related Documentation. Vendor hereby assigns and passes through to Sourcewell and/or Participating Entities all of the third-party manufacturers' and licensors' warranties and indemnities for the Products. No other Intellectual Property rights are conveyed in such software unless otherwise agreed in writing by Vendor. Vendor shall retain all other Intellectual Property rights in all Products, Software and Services not expressly licensed herein. "Intellectual Property" or "IP" means all intellectual property rights throughout the world, whether existing under statute or at common law or equity, now or hereafter in force or recognized, including: (a) copyrights, trade secrets, trademarks and service marks, patents, inventions, designs, logos and trade dress, "moral rights," mask works, publicity rights, and privacy rights; and (b) any application or right to apply for the rights referred to in this Section 2.D, and all renewals, extensions and restorations.

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 twenty-one days of Sourcewell or the Participating Entity (as applicable) receipt of the Equipment and/or Products. Participating Entities reserve the right to inspect the Equipment and Products within one week's 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.

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 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, in accordance with all applicable laws, and in accordance with Participating Entity policies and procedures that are provided to Vendor reasonably in advance of arriving at the site, unless it determines that it cannot abide the same in which case, it may decline the work without liability.

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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;
- Reasonably timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with 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;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee. The Administrative Fee is a 2% fee to be paid by Vendor to Sourcwell, which is 2% of the actual sales price of the total project(s) consummated under this Agreement between Vendor and Sourcwell and Vendor and the Participating Entities.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal, which is 2% of the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcwell 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, where there is no good faith dispute of the amount of or requirement to pay such fees, Sourcwell 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

Sourcwell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities (as applicable), including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees, alleging bodily injury, death or damage to a third-party's tangible property, caused by Vendor's negligent acts or omissions. No part of Sourcewell and/or its Participating Entities' site or other property thereof is considered third-party property. Warranty remedies are the exclusive ones for claims of property damages resulting from alleged breaches of the required warranties hereunder. The indemnitee must provide the Vendor with prompt written notice of any third-party claims covered by this Article.

Vendor is not liable for any type of indirect, special, liquidated, exemplary, collateral, incidental or consequential damages. These limitations of liability are effective even if vendor has been advised by buyer of the possibility of such damages.

12. GOVERNMENT DATA PRACTICES

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

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
 - c. Such use of the Trademarks (and any sublicense granted under this Article 13) is subject to the prior approval of the grantor of such use rights and is revocable at will by the grantor.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws. Vendor shall receive reasonable notice of any applicable claim and reasonable assistance by the indemnified party in defending such claims. Vendor shall have the exclusive authority to defend and resolve the claim without adverse interference. In the case of claims for infringement, Vendor shall have the opportunity to remedy the alleged infringement. Vendor shall not be liable for infringement to the extent it is not responsible for the same. The remedy for infringement claims set forth in this Section are the exclusive remedies for the same.
- 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, without regard to its conflict of law principles. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

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

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

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

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less

broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

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

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

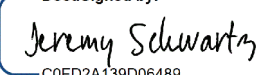
and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

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

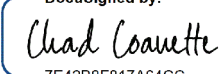
Sourcewell

Siemens Industry, Inc.

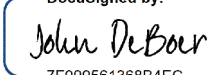
DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 8/5/2021 | 9:41 AM CDT

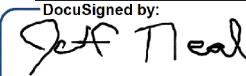
Approved:

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By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 8/5/2021 | 10:28 AM CDT

DocuSigned by:

By: 7F099561368B4EC...
John DeBoer III
Title: Head of Siemens Future Grid & Global eMobility Solutions

Date: 8/5/2021 | 11:11 AM EDT

DocuSigned by:

By: 14E6E30DB43F471...
Jeff Neal
Title: Director of Finance

Date: 8/5/2021 | 11:17 AM EDT

RFP 042221 - Electric Vehicle Supply Equipment and Related Services

Vendor Details

Company Name: Siemens Industry, Inc.

Does your company conduct business under any other name? If yes, please state: Siemens Government Technologies, Inc.

Address: 1000 Deerfield Parkway
Buffalo Grove, IL 60089-4547

Contact: Toni Stoddard

Email: toni.stoddard@siemensgovt.com

Phone: 703-689-1472

HST#: 13-2762488

Submission Details

Created On: Thursday April 01, 2021 09:05:35

Submitted On: Wednesday April 21, 2021 17:28:11

Submitted By: Toni Stoddard

Email: toni.stoddard@siemensgovt.com

Transaction #: 313e8cc3-10c5-43b1-9ead-bd68f1269754

Submitter's IP Address: 206.16.236.140

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):	Siemens Industry, Inc.	*
2	Proposer Address:	1000 Deerfield Parkway Buffalo Grove, IL 60089-4547	*
3	Proposer website address:	www.siemens.com/us	*
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):	Beverly Lester, Sr. Manager Support Services - Contracts, 1000 Deerfield Parkway, Buffalo Grove, IL 60089 Email: beverly.lester@siemensgovt.com phone: 571-379-1092	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Toni Stoddard, Contracts Manager, 1000 Deerfield Parkway, Buffalo Grove, IL 60089 Email: toni.stoddard@siemensgovt.com Phone: 703-689-1472	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Beverly Lester, Sr. Manager Support Services - Contracts, 1000 Deerfield Parkway, Buffalo Grove, IL 60089 Email: beverly.lester@siemensgovt.com phone: 571-379-1092	

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.	Siemens is a global innovator focusing on digitalization, electrification, and automation for the process and manufacturing industries and is a leader in power generation and distribution, intelligent infrastructure, and distributed energy systems. For more than 160 years, the company has developed technologies that support multiple American industries including manufacturing, energy, healthcare, and infrastructure. Major sectors for the business include Industry, Infrastructure and Cities, Energy, Healthcare, Siemens Financial Services, and "others" (Corporate Research, Real Estate, Consultancy, and Siemens Foundation). We are an industry leader in mobility systems, energy, building technology (automation, fire and security, control products, and Systems). Siemens Smart infrastructure supports the way we all want to live – happily, comfortably, sustainably, and in harmony. It supports the way industry and organizations want to be – efficient, responsible, and smarter. This link has more details: https://new.siemens.com/us/en/company/about/businesses/smart-infrastructure.html .	*
8	What are your company's expectations in the event of an award?	Siemens' use of the Sourcewell contract will continue to be promoted internally to the sales teams and externally with our Sourcewell eligible customers. Our sales teams will be trained to lead with the benefits of using a pre-awarded contract, specifically Sourcewell, with negotiated terms and conditions to include pricing. If awarded a Sourcewell contract, there will a renewed emphasis on increasing the utilization of the Contract through our training and marketing approaches.	*

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.	Siemens Industry, Inc. (SII) is not a publicly traded company and does not release separate company financial statements. SII is a subsidiary member of the Siemens AG corporate group - a multi-national, multibillion-dollar company whose shares are listed on the Deutsche Boerse (Exchange) of Germany. As such, Siemens AG prepares consolidated financial statements audited by the independent public accounting firm of Ernst & Young GmbH. A copy of Siemens AG most recent annual report including the audited financial statements can be found and downloaded at www.siemens.com through the "Investor Relations" link. We have included the most recent audited Siemens Financial Statements "Company Info_Siemens Annual Financial Statement FY20".	*
10	What is your US market share for the solutions that you are proposing?	150kW DC charging (in-depot charging) = 15-20% DC Fleet Charging = <5% Residential AC and Public charging = <5%	*
11	What is your Canadian market share for the solutions that you are proposing?	150kW DC charging (in-depot charging) = 27% DC Fleet Charging = 27% Residential AC and Public charging = < 1%	*
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?	b) Siemens is a manufacturer of EV Charging hardware and the development and maintenance of Software platforms related to charger monitoring and control. Siemens partners with other software companies for fleet and public charging. Siemens provides the services associated with these products to include design, installation, service, repair, and maintenance across a broad spectrum of technical disciplines. Siemens employs a team of thousands of professional personnel to provide the required service and support.	*
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.	Siemens' personnel are certified in accordance with industry standards and state requirements which are required for sales, service, design, and commissioning of Electric Vehicle Charging Systems. Management, engineering, and designer certifications include but are not limited to: • PE – Professional Engineer • PMP – Project Management Professional • PM @ Siemens Certification • OSHA 30 Certification • OSHA 1910 Certification • OSHA 1926 Certification • NFPA 70 Electrical Safety	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not Applicable. Siemens has never been debarred or suspended.	*

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	Public recognition and awards: Siemens was named as Fortune Magazines World's Most Admired Companies; Siemens received the 2019 HIRE Vets Medallion Award; US Veterans Magazine Names Siemens Best of the Best; Siemens was recognized as One of the Forbes Best Employers for Diversity; Siemens earns a Perfect Score on the Corporate Equality Index - Best Places to Work for LGBTQ Equality; Siemens was named a Top Supporter of HBCUs.	*
17	What percentage of your sales are to the governmental sector in the past three years	Approximately 50% of our EV Charging sales would be in Federal Transit Agencies.	*
18	What percentage of your sales are to the education sector in the past three years	<5%	*
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?	Texas Multiple Award Schedule (TXMAS): \$5,090,978; Ohio State Term Schedule (OSTS): \$5,733,621; New York Office of General Services (NYOGS): \$21,000,000; Sourcwell: \$20,617,356	*
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 Schedule 84 # GS-07F-217CA: \$101,791,538; GSA Schedule 03FAC # GS-06F-0033P: \$14,646,885; GSA Schedule 56 # GS-07F-0580N: \$1,721,470	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
GoRaleigh	Mark Humienny	(919) 851-4210	*
Capital District Transit Authority – Albany	Carrie Desmond	(612) 349-7798	*
New York City Transit (NYCT)	Kevin Kibet	(206) 263-1553	*

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 *	
King County Metro Transit	Government	Washington - WA	Six 150kW Depot Chargers operated by New Flyer for charging New Flyer electric buses in King County fleet.	\$400,000-\$600,000	\$400,000-\$600,000	*
Capital District Transit Authority – Albany	Government	New York - NY	Four 150kW Depot Chargers Charging New Flyer buses	\$300,000-\$400,000	\$300,000-\$400,000	*
GO Raleigh	Government	North Carolina - NC	3 150kW Depot Chargers 2 Dispensers Charging Proterra Busses	\$200,000-\$300,000	\$200,000-\$300,000	*
New York City Transit	Government	New York - NY	Sixteen 150kW Depot Chargers including Twenty-Six remote dispensers supporting sequential charging Charging New Flyer buses EVC3 will be used for monitoring, reporting and demand limiting.	\$1,000,000 - \$1,500,000	\$1,000,000 - \$1,500,000	*
Duquesne Light/ Port Authority of Allegheny	Government	Virginia - VA	2 150kW Depot Charger Single Dispensers Charging New Flyer Busses	\$150,000 - \$200,000	\$150,000 - \$200,000	*

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.	Siemens has a broad and geographically dispersed sales and support organization that covers the U.S. and Canada. Siemens employs over 9,000 sales and support personnel across 98 sales offices in Canada and the United States. Coverage is dispersed across Canada (9 sales offices), Alaska (3 sales offices), Puerto Rico (1 sales office), and the United States (85 sales offices). The U.S. market is covered through 9 distinct zones and the Siemens Government Technologies, Inc. (SGT) entity.	*
24	Dealer network or other distribution methods.	In addition to the Siemens' business units and sales offices, there are multiple distributors who represent Siemens in different markets like construction and industrial. Utility-based customers are primarily represented by the Siemens' Business unit. We have some value-added partners to whom we sell our chargers who provide value-add from a Fleet management perspective. This vast network of distributors and Value-Added Partners (VAPs) is managed by a team dedicated to tracking sales, technical certifications, and regional coverage. Siemens will not use contract 'dealers or resellers' to represent Siemens on the Sourcewell contract.	*
25	Service force.	Service: Siemens expanded its portfolio of service offerings and improved service delivery and service outcomes. • Responsiveness: By building the expertise for servicing and charger maintenance in the Regional Service and Solutions (RSS) segment of Siemens, we were able to offer response time guarantees upon request and 3 year and 5 year maintenance agreements on the chargers to our customers • Staff: Added certified experts in the field to properly address our customers' specific needs plus more robust recruitment and training programs to ensure the highest levels of professionalism, knowledge, and expertise and employee engagement.	*
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.	We have different levels of Support with varying response times based on the type of service request generated: Level 1 support (Hotline) - General troubleshooting and raising of service ticket to forward to the next level support if required. Level 2 support - Detailed troubleshooting and dispatch service personnel to the site and gather all troubleshooting logs, etc. to resolve the problem. If unsuccessful, it will be passed to Level 3 support. Level 3 support - Only in the case where there is no success with Level 1 and Level 2 troubleshooting efforts. This will be escalated to our Managed Service group who will coordinate within respective functional departments, R&D, product development, etc. to understand the root-cause of the problem and get it fixed.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Siemens' US customers enjoy the advantage of Siemens Smart Infrastructure Regional Solutions & Services (SI RSS) ability to meet the growing demand for integrated solutions that can be implemented worldwide through the development of global platforms utilizing the worldwide network of Siemens' companies. Through our service teams, we offer service level agreements for warranty extensions and maintenance on chargers to ensure timely service required for the continuous and seamless operation for our customers both in residential and transit agencies.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Siemens' Canada customers enjoy the advantage of Siemens Smart Infrastructure Regional Solutions & Services (SI RSS) ability to meet the growing demand for integrated solutions that can be implemented worldwide through the development of global platforms utilizing the worldwide network of Siemens' companies. Through our service teams, we offer service level agreements for warranty extensions and maintenance on chargers to ensure timely service required for the continuous and seamless operation for our customers both in residential and transit agencies.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no limitations in the continental US (CONUS) or Canada. In Alaska and Hawaii, the service support is limited to basic level troubleshooting with remote support. For detailed service requests, Siemens will mobilize trained technicians from CONUS.	*

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?	There are no market areas that we cannot service in the US and Canada.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract requirements or restrictions to support Hawaii, Alaska, or in US territories.	*

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.	Siemens Marketing Communications strategy for promoting the Sourcewell contract includes: Dedicated webpage with technical content and links to the Contract; Marketing flyer (similar to the attached sample Marketing Plan_Siemens Sample Marketing Healthcare Flyer); Internal and external Webinars with vertical market customers such as Education, Healthcare, and Airports; Social Media posts to reach a broad Siemens' customer base; and internal sales training to promote contract utilization.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Siemens has a dedicated webpage for the Sourcewell Contract that includes a description of the Sourcewell Cooperative Purchasing Contract with a link to the Sourcewell site. Siemens contract-specific information will include a description of the products and services offered, FAQs about how to request and respond to a proposal, and the tracking of hits, downloads, etc. Siemens social media sites include Twitter, LinkedIn, and Facebook. Siemens tracks likes, shares, etc. for all of our social media sites. This data is analyzed regularly to determine the effectiveness of the information presented. Internally, Siemens uses the Amplify platform, which allows Siemens' employees, including upper management, to share Siemens social media posts to their personal accounts for a broader distribution of the information.	*
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?	Siemens views Sourcewell's role on this contract as a partner to promote overall contract utilization with Sourcewell customers. Sourcewell provides valuable market information that is shared with the Siemens' vertical market sales teams. The Siemens sales applications (SalesForce, Turbo and SAP) have been updated to include the Sourcewell contract in the opportunity and order processes. These applications track an opportunity from initial identification through final order closeout. The Siemens on-boarding process for new employees has been updated to include 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.	The Siemens' products and services offered on the Sourcewell Contract are not commodity based. The projects associated with building automation, fire and life safety and security require discussions with customers to ensure requirements are tailored to specific needs. Therefore, these offerings do not lend themselves to e-procurement. However, there is a Siemens commercial site for ordering spare parts, etc., but this site does not use any Contract pricing and is not subject to the Contract terms. Siemens recommends that all Sourcewell orders go through the standard ordering process that includes a Siemens sales representative.	*

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.	Siemens offers both free and fee-based training programs depending on the system purchased. Training costs vary depending on the scope of supply and product. The training cost is dependent on the duration of training and number of people required to be trained. See attached brochure "Value-Added_Bus Maint Training" for further details.	*
37	Describe any technological advances that your proposed products or services offer.	Our proposed products and services offer many new technological advances with much more to come given current R&D and technology innovation trends. Products are becoming faster, smarter, and better able to integrate and communicate. Siemens' open platform-based offerings enable devices from Siemens and third-party vendors to easily communicate and cloud-based analytics to support remote operations as well as and predictive maintenance programs. We have new products being released in the AC charging and DC charging portfolio to cope with the increased demand and capacity of the batteries being charged and customer requirements on the duration of charging. We are always continuing to meet the demands of the fast-growing charging market.	*
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.	Siemens is a world leader in sustainability management. Siemens has a US Sustainability Division that focuses on advancing the company's own decarbonization strategies to continue on its path toward becoming 100% carbon neutral by 2030. The Sustainability Division will manage the implementation of U.S. programs that support its carbon neutral goals, including the ongoing transition to a zero-emission fleet, installing the requisite electric vehicle infrastructure at targeted locations, identifying distributed energy and energy efficiency projects across key Siemens U.S. sites, and working with internal and external stakeholders and partners to help the company's customers meet their own sustainability targets. Siemens was the first industrial company to pledge to become 100 percent carbon neutral by 2030 and announced this past December it has successfully passed the halfway mark.	*
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.	UL/ cUL certification. Energy Star certification and CALeVIP certifications are in progress.	*
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.	Not applicable. Siemens is a Large business.	*
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?	Siemens offers a variety of charging solutions from Level 2 AC charging for residential markets that are wall-mount and public charging for parking lots that are pedestal mount. For heavy duty charging required for trucks and buses, we offer 150kW- 600kW DC fast chargers that are plug-in types meant for depot charging and pantograph charging that are meant for on-route charging. The charging technologies are synergized across multiple markets globally thus enabling cross-market features and advantages. We also provide monitoring and control of the charger through our Cloud-based software. We also offer turnkey solutions of installation through contractors that will be managed by Siemens.	*

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. The proposer warrants that all products, equipment, supplies and services delivered under this Contract shall be covered by the industry standard or better warranty based on the vendor's standard commercial warranty.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No. Warranties are covered for the usage of the equipment for its specific/specified use.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.	*
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?	There are no limitations in the continental US (CONUS) or Canada. In Alaska and Hawaii, the service support is limited to basic level troubleshooting with remote support. For detailed service requests, Siemens will mobilize trained technicians from CONUS.	*
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?	All products, equipment, supplies and services delivered under this Contract shall be covered by the industry standard or better warranty based on the vendor's standard commercial warranty.	*
47	What are your proposed exchange and return programs and policies?	Siemens warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty based on the vendor's standard commercial warranty.	*
48	Describe any service contract options for the items included in your proposal.	Siemens can provide a variety of services for the scope of supply provided in this contract. The extent of services includes commissioning of the charger, installation, and installation supervision of the equipment. Maintenance contracts are comprised of periodic maintenance of the equipment for better and extended performance of the equipment as well as monitoring of the equipment through Cloud service. The specifics are dependent on the scope of work.	*

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.)	Standard warranty does not cover any performance or uptime guarantees. However, Siemens can provide the required performance or network uptime guarantees depending on the specific scope of work at an additional cost.	*
50	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Siemens adheres to industry standards for workmanship and warranties. Whenever there is a manufacturer's warranty for 3rd party material, it is passed along to our clients. In cases where Siemens material is used, the warranty is typically 24 months for the material (exceptions exist for longer warranty periods on some material). Warranties for emergency repairs that are labor only are for 90 days and any project work or large component replacement is for 12 months, unless stated otherwise.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
51	What are your payment terms (e.g., net 10, net 30)?	Net 30 days	*
52	Describe any leasing or financing options available for use by educational or governmental entities.	Yes. Siemens offers customers all-encompassing financing solutions that reach across Siemens' entire industrial portfolio. Combining engineering excellence with financial solutions, Siemens is working towards enabling the digital transformation for organizations across industries. Focusing on critical infrastructure, sustainable energy production, the next generation of healthcare, and digitalizing our manufacturing floor, Siemens' financial solutions are customized to ensure your next business investment drives value for your organization. Siemens' aim is to improve processes and performance, making the workplace more efficient, or simply offering our customers the best experience possible. Siemens finances the equipment and technology needed to meet customer goals by helping with optimizing cash flow and increasing financial flexibility while meeting stakeholder requirements. Siemens' offers a wide range of finance products such as equipment leasing and rental, loans, and credit facilities. Siemens is committed to providing tailored solutions including energy-efficiency programs and other usage-based financing plans, as well as bundled service and partnership contracts. Financed assets are supported across their entire life span up to end-of-term services.	*
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.	Siemens does not intend to use dealers acting on behalf of Siemens under this Contract. Sourcewell orders will follow the same process as all other contract orders. Step 1 - At the identification of an opportunity the sales representative enters the customer/opportunity information into the SieSales (SalesForce) application. This information is maintained as the opportunity progresses to award. Step 2 - The sales representative will begin the 'order booking' process in SieSales. The opportunity information is flagged with the Sourcewell contract number in addition to other relevant data for the order (date of award, amount of award, etc.) and automatically migrates to an application called Turbo. Step 3 - All orders, including Sourcewell orders, go through a series of reviews prior to the final approval for booking (Legal, Contracts, Finance, Sales Management). After the final review by these departments, the order goes to the final booking coordinator via the workflow process in the Turbo application. Step 4 - When the order has been fully booked via the Turbo application, the order data is migrated to the Siemens' ERP System, SAP. SAP is the financial system of record. Any actions on the order are tracked in SAP. Costs are applied as the order is performed. If the order allows progress payments, invoices are issued to the customer based on the percentage of project completion. If invoicing is only allowed at the conclusion of the project, there is an SAP system trigger that generates the final invoice when all costs have been applied. Step 5 - At the end of each quarter, a Sourcewell sales report will be generated. The Sourcewell orders are validated by Finance and Contracts. The Siemens Finance point of contact then enters the quarterly sales information into a request for payment of the Sourcewell fee.	*
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Siemens accepts credit card (P-card) payments with no additional fee for customers.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
55	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Charger pricing is presented as line item pricing based on US and Canadian dollars and are discounted from List Price. Pricing is also presented per labor category. The final proposal price for Canadian customers will be based on the U.S. price plus the application of the USDCAD exchange rate posted by the Bank of Canada on the date of the proposal. Volume pricing is offered based on 50+ units and 100+ units.	*
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.	Level 2 AC charging - 70% - 80% DC Fast Charger - 30%-80% SiCharge UC - 55%-60 Labor – average discount is 40.04%	*
57	Describe any quantity or volume discounts or rebate programs that you offer.	Preliminary volume pricing is provided in the pricing document. Volume pricing is offered based on 50+ units and 100+ units. Additional volume discounts will be considered and offered at the time of proposal.	*
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.	Open-market or open-sourced products will be offered discounted in the same manner as the contract products.	*
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.	The prices proposed herein are item costs and do not include any applicable taxes such as State Tax or, in some cases, Use Tax. If applied, taxes will be listed as separate line items on the resulting invoice.	*
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.	For Level 2 AC Charger - The Sourcewell prices for all products and services are inclusive of all standard shipping, delivery, and freight charges within the continental U.S. (CONUS). If products are to be shipped outside of the continental U.S. (OCONUS), we reserve the right to charge additional shipping costs. Expedited shipping charges are not included in the Sourcewell price. For DC Fast Charger and Heavy Duty DC charger - Freight and shipping is not included. It will be included on a project by project basis depending on location of the site.	*
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Level 2 AC chargers, shipping and freight charges are included to the continental US (CONUS). For outside of the continental US (OCONUS), we would ship to the nearby ports in the CONUS. For the DC chargers, shipping is not included in the pricing.	*
62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Siemens can accommodate expedited delivery or other unique delivery requirements if known at the time of proposal.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
63	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	b. Pricing offered is the market pricing levels offered typically to all customers in USA and Canada. In Canada, the current Bank of Canada exchange rate will be applied to the US Sourcewell price at the time of proposal. For this proposal, the Canadian prices have been presented at the Bank of Canada exchange rate effective April 19, 2021.

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.	Siemens uses a 'check and balance' approach to the sales proposal process as well as the reporting process. Siemens Government Technologies, Inc. (SGT) is an entity that is legally separate from the Siemens Industry, Inc. (SII) entity. SGT operates under a Special Security Agreement (SSA) that allows SGT to hold security clearances. In addition to this function, SGT provides expertise in government contracts and operations. The SGT State Contracts team administers and manages all state contracts held by SII. This means all price proposals are reviewed by the SGT Contracts team prior to submission to the customer. The price and scope of work is reviewed for compliance with the contract terms. The SII sales teams rely on the SGT team to provide guidance when using the Sourcewell contract. After a Sourcewell order is received from a customer, the SGT Contracts team then reviews the order in our Turbo sales application prior to releasing the order for booking. For the reporting process, SII has designated a finance person to run reports quarterly from the Siemens SAP system to identify Sourcewell orders. The SGT Contracts team then takes the quarterly report and compares it to orders reviewed throughout the quarter to validate that all orders are accurately reported. The SGT Contracts team then calculates the Sourcewell fee to be paid and submits the fee amount with approval to pay to the SII finance point of contact. In all processes there are at least two people involved to ensure the integrity of the data.
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.	If awarded a contract, all of the Siemens operations in EVS including, but not limited to, offer generation, order engineering, project management, quality management, operations and manufacturing, and warranty service are tracked through various client relationship manager (CRM) and supply chain management (SCM) tools available internally in Siemens to define and measure the metrics of performance. They are held to high standards by each individual as it directly relates to the business goals.
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.)	Siemens proposes that we apply an administrative 2% fee as a percentage of sales. The fee will not be shown on the proposal as a separate line item.

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.	VersiCharge AC (Gen3): Siemens 3rd Generation VersiCharge AC charger is a newly released EV charger with groundbreaking enhancements, a fresh and appealing design, and either 9.6 kW or 11.5 kW of AC charging power. It provides various communication options including the option to establish a parent-child configuration for various network connection options. The VersiCharge AC charger can be connected to the customer's preferred back-end system via OCPP making it scalable and cost-efficient. It also offers revenue-accurate metering and can interact with building management systems via Modbus, such as Siemens Desigo, for dynamic load management that smartly adjusts as building energy demand changes. The support for OCPP makes integration into charging networks easy and allows for remote monitoring and billing to the driver. Drivers can also authenticate at the unit via the standard RFID reader on commercial units. The rugged and slender VersiCharge AC charger is suitable for both indoor and outdoor use and can either be mounted on a wall or supplementary post. It is uniquely tailored for both commercial and home charging. VersiCharge AC charger comes with an easy-to-use mobile application and can charge any standard EV with just a tap of a button from your phone. VersiCharge AC home charger offers you cutting edge technology for the most affordable price. VersiCharge Ultra: The Siemens VersiCharge Ultra offers the perfect space-saving DCFC charging solution. Combined Charging System (CCS) and CHAdeMO plug-in connections ensure charging options for all commercial and passenger vehicles. The VersiCharge Ultra has either 50 kW or 175 kW DC power options while patented, liquid cooling keeps the VersiCharge Ultra's footprint small and maintenance low. The simple customer interface allows for fast and easy charging. Drivers can authenticate at the unit via an optional RFID or credit card reader. VersiCharge Ultra communicates with the backend wirelessly or hardwired. The support for OCPP makes integration into charging networks easy and allows for remote monitoring and billing to the driver. The charger also features an IP65~ rating which makes it perfect for installations in environmentally challenging conditions. With the flexibility of different colors and branding designs, the Ultra chargers are easily adapted to customer branding. Multiple communication options to both the backend and the driver make this fast charger a preeminent addition to your electric vehicle (EV) charging infrastructure. SICHARGE UC: SICHARGE UC offers 150 kW (or up to 600 kW) of flexible, modular charging solutions for buses, trucks, and heavy-duty vehicles, whether charging at a depot or en-route. It offers fast, secure charging, interoperability, and lowers installation costs. SICHARGE UC's multiple connection options provide modular building blocks and the freedom to choose between Dispensers and high-power, automated charging with Pantographs, thus, overcoming space constraints. Each SICHARGE UC cabinet can power up to four (4) charging dispensers with easy installation. With SICHARGE UC, you can combine power cabinets to achieve up to 600 kW of DC power. Also, there is interoperability and future-proof up for up to 950 V charging to ensure flexibility in electrifying your fleet. The charger also features a durable outdoor NEMA 3R design to ensure longevity of the equipment and easy outdoor installation for the highest fleet availability. It also has separate AC incoming and DC outgoing cabinets to dramatically reduce the system installation costs. Please see the following documents included in this submission in a zip file: Depth and Breadth_VersiCharge AC Series Brochure 01-2021 Depth and Breadth_SiCharge US Datasheet Depth and Breadth_SiCharge US Brochure

68	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Medium-Duty DC Fast Charging - Plug-in charging with multiple power options (150kW, 300kW, 450kW, 600kW) with multiple dispenser options (between 1-4 dispenser quantities) for sequential charging - Overhead Charging with multiple power options (150kW, 300kW, 450kW, 600kW) with multiple pantograph (between 1-4 quantities) for sequential charging DC Fast Charging - 50kW and 175kW DC Fast charging Level 2 AC charging - Provided with Wall-mounted or Post mounted option - Siemens can provide the post for mounting the charger as single-post or dual-post option Software package - Basic monitoring only - Monitoring and Control	*
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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	Certain Residential AC chargers are available in non-network mode.	*
70	Network electric vehicle charging hardware	☒ Yes ☐ No	None.	*
71	Services related to electric vehicle charging hardware (refer to RFP Section II. B. 1. b.)	☒ Yes ☐ No	Siemens provides charger maintenance and network service level agreements (SLAs). The estimates of which are offered only on a project-by-project basis.	*
72	Site assessment, site preparation and materials, and installation services related to electric vehicle charging hardware	☐ Yes ☒ No	Installation services can be provided on a project-by-project basis depending on the scope of work required.	*
73	Network service provider or operator	☐ Yes ☒ No	Typically, it's a customer responsibility. Siemens can provide assistance in selection of a network provider if the customer requests.	*
74	Charge monitoring, reporting, or billing services	☒ Yes ☐ No	Monitoring and reporting only. Billing services are not included as standard. We can provide as an option on a project-by-project basis.	*
75	Grid or power management solutions	☒ Yes ☐ No	This functionality is not built into the charger, but Siemens can offer Micro-grid Controllers which can interface with the charger and the grid as well. This is a custom product and service and can be provided based on overall scope.	*

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.	Detailed installation procedures are provided in our installation manual. Siemens can provide these services if requested by the customer. We would perform site evaluation and drawing reviews before providing a quotation in order to provide an accurate estimate of the installation work involved.
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. Siemens works with local contractors depending on the geographic location of the site if contractor services are required in a project scope.
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.	Level 2 AC charging - User account setup (username and password); Network connection details; Charging details including details of charging session, etc. DC charging - User account setup (username and password); Network connection details; Charging details including details of charging session, etc.; Performance of charger and attributes of charger and vehicle as sent by the vehicle per the Standards. No personal details of the user or make or model of the vehicles are obtained.
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.	The location of the servers where the data is stored is in USA. Siemens adheres to and are in compliance with strict data-security and Cyber-security policies that are required by all Federal laws and Federal Transit Agencies.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

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](#) - Company Info_Siemens Annual Financial Statement FY20.pdf - Thursday April 15, 2021 12:51:32
 - [Marketing Plan/Samples](#) - Marketing Plan_Siemens Sample Marketing Healthcare Flyer.pdf - Thursday April 15, 2021 13:25:04
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty_VersiCharge Warranty.pdf - Tuesday April 20, 2021 08:56:20
 - [Pricing](#) - Pricing Offered_Siemens Sourcewell EV Price File 042221.xlsx - Wednesday April 21, 2021 07:40:29
 - [Upload Additional Document](#) - Depth-Breadth_Value-Added_Exceptions.zip - Wednesday April 21, 2021 14:38:06

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. - Beverly Lester, Sr. Manager Support Services - Contracts, Siemens Industry, Inc.

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

☒ Yes ☐ No

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

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

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

**AMENDMENT #1
TO
CONTRACT #042221-SIE**

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

Sourcewell awarded a contract to Vendor to provide Electric Vehicle Supply Equipment and Related Services, to Sourcewell and its Participating Entities, effective August 5, 2021, through July 20, 2025 (Contract).

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

1. This Amendment is effective upon the date of the last signature below.
2. The Contract's Proposal, Table 14B: Depth and Breadth of Offered Equipment Products and Services—Question #72 contains a scrivener's error. This Amendment corrects the error by clarifying that the checkbox should read "Yes."

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

Sourcewell

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

Date: 8/30/2021 | 3:26 PM CDT

Approved:

DocuSigned by:
By: Chad Coquette
Chad Coquette, Executive Director/CEO

Date: 8/30/2021 | 3:31 PM CDT

Siemens Industry, Inc.

DocuSigned by:
By: Beverly Lester
Beverly Lester

Title: Sr Contracts Manager

Date: 8/30/2021 | 3:24 PM CDT