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NEW

## State of Maine



### Master Agreement

**Effective Date:** 04/13/22

**Expiration Date:** 07/20/25

**Master Agreement Description:** EV Charging Stations, Service, Maint. Sourcewell 042221-FLO

#### Buyer Information

ext.

#### Issuer Information

Mark Bailey

207-287-6240

ext.

mark.r.bailey@maine.gov

#### Requestor Information

Danielle Brooks

207-624-8215

ext.

DANIELLE.BROOKS@MAINE.GOV

#### Agreement Reporting Categories

#### Authorized Departments

ALL

### Vendor Information

**Vendor Line #:** 1

#### Vendor ID

VS0000025608

#### Vendor Name

FLO Services USA, Inc.

#### Alias/DBA

#### Vendor Address Information

2800, rue Louis-Lumire,  
Bureau 100  
Quebec City, PQ G1P 0A4  
CA

#### Vendor Contact Information

Charles Turcotte, CPA  
877 505-2674 ext.  
#381

**Commodity Information**

**Vendor Line #:** 1  
**Vendor Name:** FLO Services USA, Inc.  
**Commodity Line #:** 1  
**Commodity Code:** 06009  
**Commodity Description:** EV Charging Stations, Service, Maint. Sourcewell 042221-FLO  
**Commodity Specifications:** EV Charging Stations, Service, Maint. Sourcewell 042221-FLO  
**Commodity Extended Description:** EV Charging Stations, Service, Maint. Sourcewell 042221-FLO

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		0.000000
<b>Delivery Days</b>	<b>Free On Board</b>	
<b>Contract Amount</b>	<b>Service Start Date</b>	<b>Service End Date</b>
0.00	04/13/22	07/20/25
<b>Catalog Name</b>	<b>Discount</b>	
	0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

Please see authorized signatures displayed on the next page

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

State of Maine - Department of Administrative and Financial Services

DocuSigned by:  
 4/12/2022  
6D6437754DD0459...  
\_\_\_\_\_  
Signature Date

Jaime C. Schorr, Chief Procurement Officer

and

FLO Services USA, Inc.

DocuSigned by:  
 4/21/2022  
16AD0DCFE6C24E3...  
\_\_\_\_\_  
Signature Date

Alexandre Louis, Vice-President of Sales and Customer Success

## Products & Services

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

- Level 2 EV charging stations
- DC fast-charging stations
- Residential charging stations (Non-Network)
- Workplace & fleet solutions
- Public & on-street solutions
- Network & monitoring services
- 24/7 customer care
- In-field support & maintenance
- Deployment management services
- Fulfillment teams coast-to-coast

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

**Name:** Brookes Shean      **Tel:** 416-427-3339      **Email:** [bshean@flo.com](mailto:bshean@flo.com)

**Pricing:** Pricing for contract #042221-FLO offers Sourcewell participating agencies the following discounts:

- 11% to 50% discount off list price
- In addition to the discount off MSRP, Sourcewell participating entities can also qualify for a volume discount applicable to order size. The size of discount is dependent on volume and product type.

## Sourcewell Participating Addendum

**SOURCEWELL CONTRACT #: 042221-FLO****CONTRACTOR: FLO SERVICES USA, INC**Participating Entity: **STATE OF MAINE****SCOPE AND PARTICIPATION:**

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

**CONTRACTOR:**

Name:	Brookes Shean
Address:	2800 Louis Lumière , Quebec, Qc, J0K 1A0
Telephone:	416-427-3339
Fax:	18448253356
Email:	<a href="mailto:bshean@flo.com">bshean@flo.com</a>

**PARTICIPATING ENTITY:**

Name:	William Allen
Address:	SHS 9, Burton Cross Office Building, Augusta ME 04333-0009
Telephone:	207-624-7871 or 207-624-7340
Fax:	NA
Email:	<a href="mailto:Wje.allen@maine.gov">Wje.allen@maine.gov</a>

## Sourcewell Participating Addendum

**PARTICIPATING ENTITY MODIFICATIONS AND ADDITIONS TO THE SOURCEWELL CONTRACT**

☐ This Participating Addendum incorporates all terms and conditions of the Contract as applied to the Participating Entity and Contractor.

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

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

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

Sourcewell Participating Addendum  
of the work.

- F. SUB-AGREEMENTS. Unless provided for in this Contract, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Contract Administrator. Any sub-agreement hereunder Entered into subsequent to the execution of this Contract must be annotated "approved" by the Contract Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.
- G. SUBLETTING, ASSIGNMENT OR TRANSFER. The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator. However, Provider shall be allowed to assign this Contract and affiliate or a successor. No subcontracts or transfer of Contract shall in any case release the Provider of its liability under this Contract.
- H. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the Provider agrees as follows:
- a. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.  
  
Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.
  - b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
  - c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in

## Sourcewell Participating Addendum

conspicuous places available to employees and applicants for employment.

- d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
- e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
- f. Providers and subcontractors with Contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs, which programs must conform with applicable state and federal laws, rules and regulations.
- g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- I. EMPLOYMENT AND PERSONNEL. The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any (a) state employee or (b) any former state employee who participated in any way in the solicitation, award or administration of this Agreement. This restriction shall not apply to regularly retired employees or any employee who has out of state employment for a period of twelve (12) months.
- J. WARRANTY. The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Contract. For breach or violation of this warranty, the Department shall have the right to annul this Contract without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- K. ACCESS TO RECORDS. As a condition of accepting an Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems



## Sourcewell Participating Addendum

are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

- L. TERMINATION. (a) The performance of work under the Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective. Upon such termination, the Department shall pay the Provider for: (i) work performed by the Provider prior to the date of Notice of Termination; and (ii) products ordered prior to the date of Notice of Termination. (b) Either party may terminate this Agreement for cause by providing a written notice of termination stating the reason for the termination. Upon receipt of the notice of termination, the defaulting party shall have fifteen (15) business days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) business days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default with the initial 15 days.
- M. GOVERNMENTAL REQUIREMENTS. The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.
- N. GOVERNING LAW. This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
- O. STATE HELD HARMLESS. The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

The Department agrees to give Provider timely notice of a claim falling under this section.  
 (b) the Provider has the right to control the investigation, litigation, negotiation and

## Sourcewell Participating Addendum

settlement of such claim; and (c) the Department assists the provider in the investigation of the Claim as may be reasonably required by the Provider.

In the event of claim based on an actual or alleged violation of third party intellectual property rights, the above indemnification conditional upon: (a) the infringement claim does not result from any modification of the products or deliverables by the Department or any third party not duly authorized by the Provider or in a manner not contemplated by this Agreement; (b) the infringement was not caused by the use, operation or combination of the products or deliverables with hardware, software or any technology not contemplated by this Agreement or provided to the Department by the Provider.

In the event that the products or deliverables are found to be infringing, the Provider shall, at its sole option and expense, procure for the Department the right to continue using the products or deliverables or replace or modify same so that they become non-infringing. Should none of these options be reasonably available, the Provider shall accept the return of the infringing product or deliverable and reimburse the Department the unamortized value of such product or deliverable.

- P. NOTICE OF CLAIMS. The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed that is related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.
- Q. APPROVAL. This Contract must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
- R. INSURANCE. The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.
- S. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Contract.
- T. SEVERABILITY. The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

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

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

- V. FORCE MAJEURE. The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.
- W. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.
- X. ENTIRE CONTRACT. This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.

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- Y. AMENDMENT: No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.
- Z. DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION: By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:
- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
  - b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
    - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
    - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
    - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
  - c. Have not Entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.
5. Lease Agreements: All lease agreements for State of Maine departments, agencies or quasi agencies must be approved by the Procurement Services Chief Procurement Officer (CPO) before signed and implemented. Political Subdivisions may enter into lease agreements without Procurement Services CPO approval.
6. Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's Sourcewell specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Contract.
7. Orders: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Sourcewell contract unless the parties to the order agree in writing that another contract or agreement applies to the order. The State of Maine will not be responsible for any order placed by Political

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Subdivisions. All orders will originate from these groups and they will be liable for all payments.

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

**PARTICIPATING ENTITY****CONTRACTOR**

Signature:  DocuSigned by:  6D6437754DD0459...	Signature:  DocuSigned by:  16AD0DCEE6C24F3...
Name: Jaime C. Schorr	Name: Alexandre Louis
Title: Chief Procurement Officer	Title: Vice-President of Sales and Customer Success
Date: 4/12/2022	Date: 4/21/2022

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and FLO Services USA, Inc., (d/b in California as FLO Charging Solutions USA, Inc.) 75 South Clinton Avenue, Rochester, NY 14604, and Services FLO, Inc., Suite 100, 2800 Rue Louis-Lumière, Québec City, QC G1P 0A4 (collectively, Vendor).

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

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

**1. TERM OF CONTRACT**

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

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

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

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

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

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

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

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

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

### **3. PRICING**

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

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

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

The Report must contain the following fields:

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

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

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

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

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

## **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## **12. GOVERNMENT DATA PRACTICES**

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

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

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

### **A. INTELLECTUAL PROPERTY**

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

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
  - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
  - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

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

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

## 15. FORCE MAJEURE

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

## 16. SEVERABILITY

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

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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



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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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



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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

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

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

## **19. COMPLIANCE**

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

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

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

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

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

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

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

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

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

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

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

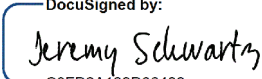
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**22. CANCELLATION**

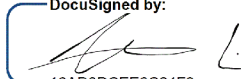
Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract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

Sourcewell

FLO Services USA, Inc., and  
Services FLO, Inc.

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

Date: 7/15/2021 | 11:42 AM CDT

DocuSigned by:  
  
By: 16AD0DCEE6C24F3...  
Alexandre Louis  
Title: Vice President Sales & Customer  
Experience

Date: 7/19/2021 | 10:19 AM EDT

Approved:

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

Date: 7/19/2021 | 9:23 AM CDT

# RFP 042221 - Electric Vehicle Supply Equipment and Related Services

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## Vendor Details

Company Name: FLO Services USA, Inc.

Does your company conduct business under any other name? If yes, please state: d/b in California as FLO Charging Solutions USA Inc.

Address: 75 South Clinton Ave. Suite 510  
Rochester, New York 14604

Contact: Brookes Shean

Email: bshean@flo.com

Phone: 416-427-3339

HST#:

## Submission Details

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Submitted By: Brookes Shean

Email: bshean@flo.com

Transaction #: 75bc6699-df15-4a05-9eda-0d382a7fb9bd

Submitter's IP Address: 24.150.48.168

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## Specifications

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

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

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Canada – Services FLO Inc. United States – FLO Services USA Inc. d/b in California as FLO Charging Solutions USA Inc.	*
2	Proposer Address:	Canada (Mail) – Suite 100, 2800 Rue Louis-Lumière, Québec City, QC G1P 0A4 United States – 75 South Clinton Avenue, Rochester, NY. 14604	*
3	Proposer website address:	www.flo.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Alexandre Louis Vice-president Sales & Customer Experience Address: Suite 100, 2800 Rue Louis-Lumière, Québec City, QC G1P 0A4 877 505-2674 #225 alouis@flo.com	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brookes Shean General Manager – United States and Central Canada Address: 75 South Clinton Avenue, Rochester, NY. 14604 bshean@flo.com +1 (416) 427-3339	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mike Pelsoci Regional Sales Director – Pacific North West 200J-1687 W Broadway, Vancouver, British Columbia V6J 1X2 (Canada) mpelsoci@flo.com +1 777 855 1510	

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

Line Item	Question	Response *	
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>FLO's parent company AddEnergie was formed in 2009 in Quebec City (Canada) with the objective to kickstart EV adoption in North America through designing and manufacturing intelligent EV charging infrastructure that is simple to operate, convenient to install, and delivers industry leading station uptime. To satisfy these requirements, the company has developed a vertically integrated charging solution that combines a range of charging station products for different market segments including residential, public, workplace, fleet, and DC fast charging services. FLO also delivers end-to-end EV charging services to station owners and EV drivers including 24/7 frontline customer support, network operation, digital services including a Mobile App, real-time proactive monitoring, and ongoing support with equipment warranty and field services. All charging stations are produced at our dedicated manufacturing facilities located in Quebec (Canada) and supported by a sustainable supply that primarily sources components from the United States and Canada.</p> <p>With over a decade of experience focused solely on EV charging technology, today FLO is one of North America's largest EV charging networks, connecting over one hundred thousand (100,000) EV drivers and more than forty thousand (40,000) charging stations. The company's core values include:</p> <ul style="list-style-type: none"> <li>• Operational Excellence – ease of doing business at all stages of the customer's EV journey.</li> <li>• Client centric approach – EV charging products and services designed around the customer's needs to deliver unmatched satisfaction.</li> <li>• Innovative solutions and services – scalable infrastructure that allows customers to seamlessly integrate EV charging technology into their lives.</li> </ul> <p>FLO's head office is in Quebec City, Canada, where our leadership team is based together with key departments including manufacturing, product management, customer service, and R&amp;D teams. FLO has a direct operational presence across North America with regional teams in seven (7) locations in the United States and Canada. The company has rapidly expanded over the last five (5) years and today employees more than two hundred (200) team members to serve our diverse range of customers and partners, many of whom are eligible Sourcewell participating entities. Approximately forty (40) members of FLO's team are dedicated to Research &amp; Development in support of the next generation of intelligent EV charging products, with a focus on high-speed charging services, open network standards, energy management, and vehicle-to-grid compatibilities.</p> <p>FLO's business philosophy is centered on providing innovative and customer focused products and services that exceed expectation. We are focused on building long-term relationships, both within our own teams and with our customers. Since the company's formation, FLO has been engaged to deliver marquee EV charging projects for customers across the United States and Canada. Many of these existing customers are eligible Sourcewell Participating Entities and they have selected to work with FLO because of our significant knowledge and professional competence in supporting the delivery of complex and highly technical EV charging programs. We strongly believe the company's longevity in the EV charging industry and corporate culture provides a solid foundation to collaborate with Sourcewell to grow our respective businesses.</p>
8	What are your company's expectations in the event of an award?	<p>As a result of FLO's business development activities in the United States and Canada, the company has identified that many of our target customers (Cities, Education institutes, Government Agencies, Municipalities etc.) utilize Sourcewell Contracts to support their procurement requirements. Given this situation, FLO has been eagerly anticipating Sourcewell's update to the Electric Vehicle Supply Equipment Contract and we are now very excited to put forward a proposal to support Sourcewell with the new Contract across the United States and Canada.</p> <p>In terms of expectations, qualifying for the Sourcewell contract will support FLO to:</p> <ul style="list-style-type: none"> <li>• Increase sales opportunities through access to a fantastic list of Sourcewell Participating Entities that FLO can continue to target and support through the supply and operation of EV charging station.</li> <li>• Validate FLO's EV charging products and services which will provide Sourcewell participating entities with a streamlined approach to purchasing.</li> <li>• Reduce time and costs associated with the procurement process – Once FLO qualifies for the Sourcewell contract, we can connect with participating entities who will be able to purchase directly off the Contract without having to run a separate procurement process.</li> <li>• Create a fair and open playing field for qualification of FLO's EV charging products which will provide Sourcewell member with transparency in procurement and allow them to efficiently compare products from different vendors.</li> </ul> <p>To meet the needs of Sourcewell and the Participating Entities, FLO will assign a dedicated account manager to oversee the contract onboarding process, engage our regional sales teams and distribution network, and commence supporting the Contract.</p>

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>FLO and parent company AddEnergie is one of the older companies in the EV industry, having been founded in Canada 2009 and focusing solely on supporting customers with the supply of EV charging stations and associated network services. Since the company's founding, FLO has continued to expand our customer base and network footprint which today includes more than one hundred thousand (100,000) customers (combination of both EV drivers and charging station owners). FLO can confirm that the organisation is in good financial order and over the last three (3) years has continued to experience a significant increase in year-on-year growth, including direct sales results, revenue generation, and through the expansion of operations and market presence across the United States and Canada. The company's sales have increased by 79 % in 2017, 48% in 2018, and 59 % in 2019. During this three-year period, the company generated tens of millions of dollars in revenue and administered millions of charging sessions to electric vehicles.</p> <p>FLO is a privately held company featuring an ownership group led by major institutional investment funds including Energy Impact Partners LLC, Investissement Québec, and Caisse de Dépôt du Québec. The company has raised more than \$100 Million in capital funding over the past three financial years, including a Series C financing round that was announced in October 2020. You can read more about the latest capital raising in the Newswire article that supports FLO's submission and is included as Attachment A.</p> <p>Supporting this submission, FLO has also provided a reference letter from National Bank Canada which identifies FLO's parent company AddEnergie as having a longstanding and satisfactory relationship with the banking institution. The letter is uploaded as Attachment B.</p>	*
10	What is your US market share for the solutions that you are proposing?	<p>FLO has had an active sales presence in the US market for the last two (2) years. In that time, we have grown our customer base to now serve more than one hundred (100) different customer accounts, which includes engagement and sales to eligible Sourcewell participating entities. We are a patient and calculated organization with a focus on providing the best possible EV Charging experience to our customers. Our US market share for hardware sales has been progressively growing and we strongly believe the Sourcewell Contract is a significant opportunity to reach our corporate objective of five (5) percent market share by 2023.</p> <p>It is also noted that in addition to direct hardware sales, FLO has established significant US market share through establishing EV roaming agreements with other leading network operators in the United States and Canada. Roaming enables EV drivers to access other network operators' public charging infrastructure without requiring a separate membership. FLO has signed roaming agreements with ChargePoint, Greenlots, BC Hydro EV, Electric Circuit, and eCharge Network. Drivers can use their FLO membership to charge at hundreds of thousands of locations across the United States with the public mapping database available on the FLO Mobile App or the FLO Website. FLO's roaming agreements are beneficial to Sourcewell Participating Entities because it means more EV drivers can locate and activate a FLO charging station through our dedicated platform, which reaches more than 70% of all EV drivers in the United States.</p>	*
11	What is your Canadian market share for the solutions that you are proposing?	<p>FLO and parent company AddEnergie have been active in the Canadian marketing since 2009 and we are one of the largest EV charging network operators in the country. We have more than twenty (20) percent market share for commercial Level 2 EV charging station sales and more than twenty-five (25) percent market share for Direct Current Fast Charger (DCFC).</p> <p>Through FLO's EV roaming agreements where we manage branded networks with Electric Circuit; eCharge Network and BC Hydro EV, we reach more than 80% of all EV drivers in Canada.</p>	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>FLO is a manufacturer, network operator, and service provider in the EV charging industry. We have a direct sales and service force (employees) with regional teams in seven (7) locations in Canada and the United States who support customers in both the B2B and B2C segments. Their primary duties include:</p> <ul style="list-style-type: none"> <li>• Prospecting new customers</li> <li>• Account management</li> <li>• Customer service</li> <li>• Technical support</li> <li>• Operation and maintenance</li> </ul> <p>In addition to FLO's direct sales and service force, FLO works with several Manufacturing Sales Representatives together with an extensive dealer network that we rely on to support our regional sales teams in key markets that we operate in. FLO's dealer network primarily consists of electrical wholesalers who undertake sales and distribution activities on behalf of FLO including stocking FLO's products, promoting and selling the charging stations and associated services to electrical contractors and end-user customers, and supporting FLO with ongoing operation and maintenance activities including warranty and field support. In addition to electrical wholesaler and sales agents, FLO also has a number of Value Added Resellers in our dealer network who perform complementary functions to electrical wholesaler, while also packaging in additional services for customers including initial site surveys, installation of the EV chargers, and ongoing maintenance.</p> <p>FLO's dealer network has hundreds of retail outlets across Canada and the United States where customers can seek local support with product information and order fulfilment. Not all distributors actively stock FLO charging stations but many storefronts servicing major urban centres will stock a limited quantity of products. FLO distributor relationships include City Electric Supply; Graybar; Rexel; Anixter/WESCO; Westburne; Platt; Gescan; Lumen; All Phase Electric; Electrada; ElectroRep; Synergy Electrical Sales; Great Basin Lighting; VEW, and many others.</p> <p>Depending on the Sourcwell Participating Entities requirements, FLO will either process purchase orders directly with the customer or transfer the order to a local distributor for fulfillment. This is especially relevant in cases where the Participating Entity has an existing relationship with a distributor as it can further streamline the purchasing process as generally purchasing terms between the parties are already in place. In both scenarios the Sourcwell Participating Entity will receive the same pricing based on the applicable discount off MSRP which FLO has outlined in this submission.</p>
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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.	<p>FLO holds various certificates and licenses from Federal, State, and Provincial Governments where we operate in United States and Canada. FLO also holds certificates and licenses for the EV charging products and services that we manufacture and are proposing to supply to Sourcewell and Participating Entities. This includes patents for our EV charging technology, together with certificates to verify that the equipment meets applicable safety and technical standards.</p> <p>All FLO charging station products are subject to a rigorous certification process by a Nationally Recognized Testing Lab including compliance with CSA and UL (Underwriters Labs) Standards for operation and use in Canada and the United States. Key certifications include:</p> <ul style="list-style-type: none"> <li>• FLO G5 - CSA certified for Canada and United States. Complies with UL 2594, UL 2231-1, UL 2231-2. EMC compliance with - ICES-3 (A) / NMB-3 (A), SAE- J1772</li> <li>• CoRe+ - CSA certified for Canada and United States. Will comply with UL 2594, UL 2201. EMC compliance with - ICES-3 (A) / NMB-3 (A), SAE- J1772, certification process underway</li> <li>• SmartTWO - CSA certified for Canada and United States. Complies with UL 2594, UL 2231-1, UL 2231-2. EMC compliance with - ICES-3 (A) / NMB-3 (A), SAE- J1772</li> <li>• SmartDC - CSA certified for Canada and United States. Complies with cULus: UL 2202, UL 2131-1, UL 2131-2, CSA C22.2 NO. 107.1-16 CSA C22.2 NO. 281.1-12, CSA C22.2 NO. 281.2-12, CHAdeMO, SAE J1772 Combo</li> </ul> <p>FLO's Product Line Management team are responsible for maintaining certification, licences, and compliance with industry standards in Canada and the United States. The team are members and contribute to various working groups and standard committees including Open Charge Alliance, CharIN, CSA, OpenADR, and the National Electric Transportation Infrastructure Working Council. Through our commitment to open standards and certification, we have also implemented various industry recognised protocols and standards including:</p> <ul style="list-style-type: none"> <li>• Open Charge Point Protocol (OCPP 1.6J) across our product suite to support network connectivity for the charging station and a network management system</li> <li>• OpenADR 2.0 at a server level and for the FLO Home X5 and CoRe+ to enable advanced energy management functionality with Utility and energy management platforms.</li> <li>• Open Charge Point Interface (OCPI) 2.1.1 RC1 to share dynamic charging station data between FLO and third-party network operators.</li> </ul> <p>FLO is also an approved EVSE hardware manufacturer recognized by leading vehicle OEM's including – Nissan, Volkswagen, Mercedes, GM, Ford, Tesla, Rivian, Volvo, etc.</p>	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There have been no Suspension or Debarment process applied to FLO during the past ten years.	*

**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	<p>FLO is proud to be a recipient of the 2018 Frost &amp; Sullivan North American Electric Vehicle Charging Competitive Strategy Innovation and Leadership Award. This award focuses on our leadership in developing, manufacturing, and operating smart charging stations across different customer segments including public, fleet, workplace and residential locations.</p> <p>In October 2020, FLO and its parent company AddEnergie announced the successful closure of the first round of Series C financing. The total commitment from the first round was \$53 million which will enable the company to pursue its ambitious growth strategy and accelerate the expansion of FLO across North America. In February 2021, Energy Impact Partners, a global investment platform leading the transition to a sustainable energy future, was added to the company's investors, following the final closing of the Series C financing round.</p> <p>In November 2020, FLO and its parent company AddEnergie were ranked 273 on Deloitte's Technology Fast 500™, a ranking of the 500 fastest-growing technology, media, telecommunications, life sciences and energy tech companies in North America.</p>	*
17	What percentage of your sales are to the governmental sector in the past three years	Over the past three years, approximately forty-eight (48) percent of FLO's total sales can be attributed to the government sector.	*
18	What percentage of your sales are to the education sector in the past three years	Over the past three years, approximately three (3) percent of FLO's total sales can be attributed to the education sector.	*

19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>FLO supports many cooperate purchasing programs across North America. Key examples include:</p> <ol style="list-style-type: none"> <li>1. Kinetic GPO (2021 – Present) <ul style="list-style-type: none"> <li>• FLO has only recently been selected to support this cooperate purchasing program for Canada. It is FLO's understanding that out of seven (7) applicants, FLO and ChargePoint were the only selected organizations to support the Kinetic program.</li> </ul> </li> <li>2. BC Hydro (2019 – Present) <ul style="list-style-type: none"> <li>• The British Columbia based Utility has been administering the BC Provincial Government's EV charging incentive program for several years.</li> <li>• FLO contributed to the initial program design, and the FLO Home X5 and CoRe+ charging stations both qualified for the rebate to customers who purchased and installed these chargers. Rebates are available for residential, multi-residential, workplace, and fleet locations</li> <li>• FLO has delivered approximately one hundred and fifty (150) level 2 charging station to customers through this program over the past two years.</li> </ul> </li> <li>3. BC Provincial Corporate Supply Arrangement (2017 – Present) <ul style="list-style-type: none"> <li>• FLO is qualified and deploying charging stations with provincial agencies under the BC CSA.</li> <li>• Eligible provincial government members have access to bulk purchasing arrangements for FLO charging stations and can order the products directly from FLO or an affiliated dealer who is registered with the program.</li> <li>• FLO has deployed more than one hundred and fifty (150) level 2 charging station to customers through this program over the past two years and we have recently qualified the SmartDC Fast Charger to also be eligible.</li> </ul> </li> <li>4. Ontario OEM (2019 – Present) <ul style="list-style-type: none"> <li>• FLO is currently part of the Ontario OEM group buy purchasing program for Electric Vehicle Charging Stations. As FLO works along side many Value Added Reseller and Distribution partners many of these partners are incorporated into these programs as well. For example, FLO is currently aligned with Autochargers.ca who is a VAR that we have worked with and are in current negotiations with various schools and municipalities on the procurement and deployment of EV Charging Stations to OEM members.</li> </ul> </li> <li>5. Ontario Ministry of Transportation – WEVCIP Funding Program (2017 – 2018) <ul style="list-style-type: none"> <li>• The Workplace Electric Vehicle Charging Incentive Program (WEVCIP) supported employers and commercial building owners to provide level 2 charging stations with up to \$7,500 of costs (supply/install) per charging space.</li> <li>• FLO deployed more than three hundred (300) level 2 charging station to customers during the two-year period that the program was running.</li> </ul> </li> <li>6. CALeVIP (2020-Present) <ul style="list-style-type: none"> <li>• FLO is qualified and now deploying charging stations with customers under the California Electric Vehicle Infrastructure project. CALeVIP offers incentives for the purchase and installation of electric vehicle charging infrastructure at publicly accessible sites throughout California, with members able to access preferred pricing for products and services.</li> <li>• FLO has deployed approximately thirty (30) level 2 charging stations to customer since we initially qualified in 2020.</li> </ul> </li> <li>7. Green Mountain Power (2018-Present) <ul style="list-style-type: none"> <li>• The Utility conducted a residential pilot program that focused on implementing an EV charging rate that combined the supply and installation of the charger.</li> <li>• GMP selected FLO as an EVSE supplier and approximately two hundred (200) FLO Home X5s were fulfilled through this program for the Utility's residential customers. The pilot rate was structured with a fixed fee of \$30 per month for charging at home during off-peak hours.</li> </ul> </li> <li>8. National Grid (2019-Present) <ul style="list-style-type: none"> <li>• FLO is qualified for National Grid's Electric Vehicle Charging Station Program, which involves the Utility offering an incentive to purchase and install the CoRe+ charging station. The FLO SmartDC is currently in the process of also being approved.</li> </ul> </li> <li>9. Tacoma Power (2020-Present) <ul style="list-style-type: none"> <li>• FLO has qualified for Tacoma Power's EV charging project which involves the Utility offering an incentive to customers to purchase and install the CoRe+ charging station.</li> <li>• The Utility is offering up to 80% of project cost when customers install charging stations in business or residential properties.</li> <li>• FLO is currently conducting a marketing campaign in support of the program</li> </ul> </li> </ol>
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		<p>and have already lined up applicants who will apply for funding using the CoRe+. You can learn more about Tacoma's program here.</p> <p>10. NYSERDA (2019-Present) – Charge Ready New York</p> <ul style="list-style-type: none"> <li>FLO is qualified for the Charge Ready NY program, this involves NYSERDA offering an incentive to purchase and install the CoRe+ charging station at customer locations. Deployments with FLO CoRe+ have just recently started as the round of approval awards have just recently been distributed.</li> </ul> <p>11. Alaska Energy Authority (2021 – Present)</p> <ul style="list-style-type: none"> <li>AEA has dedicated \$1.25 million from the Volkswagen Settlement to install Level 2 and Level 3 charging stations throughout the State.</li> <li>FLO recently qualified to support AEA with the deployment program and we have now started to actively quote customers who are eligible to participate as site hosts.</li> </ul> <p>As FLO has both a direct and indirect sales force, we are actively canvassing opportunities in all market segments. Our presence in these purchasing and incentive programs contributes to the wider purchasing power for end-user customers and benefits our distributors and resellers by providing access to a ready-made pipeline of sales opportunities. Should Sourcewell wish to learn more about FLO's engagement, upon request we can provide contact information and an introduction to relevant stakeholders for select programs.</p>	
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?	<p>GSA</p> <ul style="list-style-type: none"> <li>FLO has recently submitted an RFI to the GSA for fleet electrification and will be in the running to reply and tender the RFP process that will soon be released by the GSA.</li> </ul> <p>Minnesota</p> <ul style="list-style-type: none"> <li>FLO has submitted an RFP response to the State of Minnesota for the Standing Offer program throughout the State. FLO expects to hear results of this procurement in the next 4 weeks.</li> </ul> <p>New Jersey</p> <ul style="list-style-type: none"> <li>FLO is expecting an RFP to be released shortly by the State of New Jersey for the Standing Offer program. FLO has been active in working with the State of New Jersey in an advisory role for this RFP and FLO will be responding upon its release.</li> </ul> <p>BC Provincial Corporate Supply Arrangement (2017 – Present)</p> <ul style="list-style-type: none"> <li>FLO is qualified and deploying charging stations with provincial agencies under the BC CSA.</li> <li>Eligible provincial government members have access to bulk purchasing arrangements for FLO charging stations and can order the products directly from FLO or an affiliated dealer who is registered with the program.</li> </ul> <p>FLO has deployed more than one hundred and fifty (150) level 2 charging station to customers through this program over the past two years and we have recently qualified the SmartDC Fast Charger to also be eligible.</p>	*

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *	
City of Los Angeles Bureau of Street Lighting	Clinton Tsurui	213-847-1833	*
District of Saanich	Maggie Baynham	250-475-5494 Ext 3428	*
Con Edison Company of New York	Brian Ross	917-831-9436	*



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

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Montreal	Government	QC - Quebec	In 2014, FLO was selected to support the City with a Level 2 curbside charging pilot project feature two locations. Following the success of the initial pilot FLO's curbside EV charging program has significantly expanded with multiple phases of deployment over the past five (5) years. This has resulted in approximately five hundred (500) SmartTWO Curbside BSRs being in operation today.	Hundreds of Level 2 charging stations have been deployed around Montreal's	\$2 Million +	*
Government of Quebec	Government	QC - Quebec	Quebec Infrastructure Society is responsible for the deployment of EV charging infrastructure across Provincial government facilities for fleet and workplace charging services. FLO has supplied level 2 CoRe+ chargers which are installed at several hundred locations. over 1,500 Level 2 CoRe+ charging stations which have been deployed across several hundred locations throughout the Province for fleet and workplace activities	More than 1,500 Level 2 charging stations have been deployed and FLO has been retained across multiple procurement rounds with each instance feature hundreds of charging stations per transaction.	\$2 Million +	*
City of Los Angeles – Bureau of Street Lighting	Government	California - CA	As part of a program focused on upgrading streetlight poles, the Bureau of Street Lighting selected FLO to supply EV charging stations and network services. With recent LED lighting upgrades and additional electrical capacity, the Bureau took the opportunity to establish light pole EV charging services focused on supporting local businesses and surrounding residential neighborhoods.	An initial pilot project featured ten (10) sites around the City which has been expanded through multiple procurements to now feature over two hundred (200) Level 2 charging stations	\$500,000+	*
City of Kingston	Government	ON - Ontario	In March 2018, the City of Kingston put out an RFP for the supply, network management, deployment and ongoing support of forty (40) Level 2 and two (2) Direct Current Fast Chargers to be deployed throughout city owned parking lots and the public right-of-way. FLO was selected to spearhead the project as the hardware manufacturer and network operator and our services have continued to be retained.	There have been several transactions completed to support this customer. An initial order of Level 2 charging stations followed by a separate order of DCFCs. More recently ongoing network management service transactions have been recorded for FLO's GMS.	\$250,000+	*
British Columbia Provincial Government	Government	BC - British Columbia	Several departments within the Provincial Government have selected FLO's Level 2 and DCFC charging stations for public, workplace and fleet purposes across a number of government facilities.	More than two hundred FLO Level 2 charging stations have been installed, together with a number of SmartDC fast chargers.	\$500,000+	*

**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 *	
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23	Sales force.	<p>FLO has a direct operational presence across North America with regional sales teams in seven (7) locations in the United States and Canada. The company directly employees over two hundred (200) team members to serve our diverse range of customers across the United States and Canada, many of whom are already Sourcewell and participating entities. FLO recognizes the scope of the Sourcewell contract is significant, and to address the needs of all stakeholders, we will establish a dedicated project team who will be permanently available to support the ongoing contract. This measure will help internal stakeholders maintain constant focus and support for Sourcewell and participating entities, while also ensuring continuity of staff assignment. FLO's team will consist of the following appointees:</p> <p>FLO Direct Team Members</p> <ul style="list-style-type: none"> <li>- Alan Czechowski – FLO's Dedicated Sourcewell Account Manager</li> <li>- Alex Aube – FLO Account Manager Eastern Canada</li> <li>- Matt Watkiss - FLO Account Manager Western Canada</li> <li>- Rory Gattens – FLO Account Manager Western Canada</li> <li>- Rose Lenoff – FLO Governments and Smart Cities Account Manager – Eastern USA</li> <li>- Rory Parks – FLO Governments and Smart Cities Account Manager – Western USA</li> <li>- Gary Benoit – FLO Account Manager – Eastern USA</li> <li>- Jason Nonnenmacher – FLO Account Manager - Eastern USA</li> <li>- FLO Inside Sales Representative – Eastern USA and Canada</li> <li>- FLO Inside Sales Representative – Western USA and Canada</li> <li>- Tingting Lu - Sales Coordinator</li> <li>- Claudia Bialosh - Customer Experience Director</li> <li>- Igor Sataric - Deployment and Support Director</li> <li>- Jeff Dion - Director of Product Management</li> <li>- Jose Hollanda - Marketing Program Manager</li> </ul> <p>Outside Manufacturing Sales Representatives for FLO</p> <ul style="list-style-type: none"> <li>- ElectroRep –California</li> <li>- Great Basin Lighting –Northern California/Nevada</li> <li>- Vision Electric Wholesale Inc. - California</li> <li>- Synergy Electrical Sales –NY, NJ, PA, DE</li> <li>- DaiTechCorp - Washington, DC</li> <li>- DAD Sales –Alberta, Canada</li> <li>- Northwinds –Ontario, Canada</li> <li>- Desdowd –Quebec, Canada</li> <li>- GB Sales – Saskatchewan and Manitoba</li> </ul> <p>Own and Operate Providers for FLO</p> <ul style="list-style-type: none"> <li>- Electrada – Primary focus on Ohio, Kentucky, Indiana. United States Opportunity Focused</li> <li>- Baseload Power – Primary focus on Ontario and Quebec. Canada Opportunity Focused</li> </ul> <p>In addition to the project team who will be established to support Sourcewell, the following identifies FLO's direct employee salesforce who will be actively engaged to support the Sourcewell contract. It is noted that FLO's direct sales force is targeted towards key regions in Canada and the US where EV adoption rates and government support are strongest:</p> <ul style="list-style-type: none"> <li>• Eastern and Central Canada– Four (4) employees</li> <li>• Pacific North West including WA and Oregon – Four (6) employees</li> <li>• United States West – Three (4) employee</li> <li>• United States East – Three (5) employee</li> </ul> <p>FLO's direct sales force team are also backed up by a range of support staff who operate out of our head office and complement the sales force with some overlapping functions. The support staff are separated into teams consisting of:</p> <ul style="list-style-type: none"> <li>• Sales Coordination – dedicated employees who manage all customer orders and general sales enquiries including liaising with the sales team and FLO's distributor network.</li> <li>• Customer Experience and Network Operations – dedicated employees who provide frontline customer service for EV drivers and station owners, including 24/7 phone support and proactive station monitoring</li> <li>• Product Line Management – dedicated employees who are responsible for managing FLO's product lines and the evolution of the charging technology. Product managers also support the sales team to engage customers and clarify technical questions.</li> </ul>
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24	Dealer network or other distribution methods.	<p>FLO has a mature distribution network throughout the United States and Canada which is made up of both electrical wholesalers and distributors who supply FLO products and services to end-user customers, many of whom are eligible to procure off the Sourcewell contract. We have long-term agreements with some of the largest electrical distributors in the industry who provide FLO with coast-to-coast sales coverage and operate retail branches in many States, Provinces and Territories.</p> <p>FLO proposes to leverage this existing distributor network to cater for the requirements of the Sourcewell contract. Our account representatives are already heavily involved in managing the distributor network and the Sourcewell contract will be onboarded into this existing framework. The following identifies FLO's primary distributor outlets who will be engaged to deliver products and services under the contract:</p> <p>Distributor Name – Wesco Location - 59 branch locations across Canada, 300+ branch locations in the US</p> <p>Distributor Name – Gescan (A Sonepar Company) Location - 27 branch locations across Western Canada</p> <p>Distributor Name – Lumen (A Sonepar Company) Location - 41 branch locations across Eastern Canada</p> <p>Distributor Name – City Electric Supply Location - 500+ branch locations across the United States and Canada</p> <p>Distributor Name – Rexel Location - 300+ branch locations across the United States and Canada including sub-entities Rexel Atlantic, Westburne and Nedco</p> <p>Distributor Name – Anixter Location - Initial engagement is focused on the Pacific North West and Alaska</p> <p>Distributor Name – All Phase Electric Supply / Consolidated Electrical Distributors Location – California and across United States</p> <p>Distributor Name – Platt Electric Supply Location - throughout California, Nevada, Idaho, Montana, Oregon, Utah, Washington, Wyoming</p> <p>Distributor Name - Vision Electric Wholesale Inc. Location - California</p> <p>Distributor Name – Lion Electric Location - Multiple office locations in the United States and Canada. Focused on providing a turnkey supply/installation service for EV charging stations</p> <p>Owner and Operator (Private Investor) – Electrada Location – Ohio, Kentucky, Indiana – USA focus based on opportunity.</p> <p>Owner and Operator (Private Investor) – Baseload Power Location – Ontario, Quebec – Canada focus based on opportunity</p> <p>At the centre of FLO's distribution network is a focus on servicing electrical contractors, who are inevitably involved in almost every project. We consider electrical contractors to be an outside salesforce for FLO's products and services and we therefore heavily rely on their engagement and support for our customers. As the majority of electrical contractors already conduct substantial long-term business with electrical distributors and wholesalers, it was a natural step to support these existing channels to commence offering EV charging equipment and services.</p> <p>Since the introduction of FLO's first products in 2009, the charging stations have been subject to a continuous design evolution focused on making the equipment simple to install, operate and maintain. A primary objective of this process was to satisfy the requirements of electrical contractors, and to package the charging station in a format whereby any electrical contractor can install and maintain the equipment. By supporting electrical contractors and making it easy for them to purchase the equipment through their existing supply networks, this is beneficial to Sourcewell because participating entities will already have a preferred electrical contractor that they work with that can now also conveniently access FLO's products via the Sourcewell contract.</p>
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25	Service force.	<p>FLO has established combination of both direct employees and third-party O&amp;M providers to support service activities across FLO's network of charging stations in United States and Canada. To streamline service activities including support with identifying and correcting a charging station failure, a team of experts at our Network Operations Centre (NOC) remotely monitor the charging stations, diagnose failures, and manage all field related issues as a first line of defence in support of customers. FLO operates a dedicated NOC which includes 24/7 EV driver phone support. The NOC is located in Quebec (Canada) and is staffed by approximately ten (10) equivalent fulltime employees who oversee the day-to-day management of FLO's network, including frontline customer service for EV drivers and station owners.</p> <p>The NOC team can obtain a report on the status of various components deep inside a charging station architecture, leading to a precise diagnosis of a potential hardware failure, while eliminating other critical components from further examination. This functionality contributes directly to costs savings in the operation and maintenance of FLO's charging stations by either avoiding the need to go onsite through correcting the issue remotely or determining what the failure is remotely to guide field technicians and reduce time spent onsite.</p> <p>When FLO is alerted to an equipment failure that requires onsite maintenance, the NOC will notify the station owner acknowledging the potential fault and marking the charging station as "out of service". This action will ensure EV drivers are alerted to the service interruption so that they can plan an alternative location to charge. At this point, FLO's Deployment and Support team will be engaged to prepare a workorder that documents the equipment failure observed and provides a recommendation on the path to resolution. FLO's deployment and support team consist of dedicated employees including field technicians based on the following structure:</p> <ul style="list-style-type: none"> <li>• Eastern Canada and East Coast United States – Four (4) employees</li> <li>• Pacific North West including WA and Oregon – Three (3) employees</li> <li>• United States - West – One (1) employee</li> </ul> <p>Depending on the failure observed and the location, FLO will provide support with dispatching a qualified technician to conduct the repair and return the charging station to service. In addition to our dedicated field representatives, FLO has developed an extensive network of O&amp;M service providers who we work with across Canada and the United States and can be called upon at short notice to complete field related tasks and warranty services. FLO's Deployment and Support team will manage the onsite intervention and work with the station owner and O&amp;M service provider to ensure the charging station is returned to service. Key O&amp;M providers that FLO works with and can provide full coverage to Sourcewell participating entities are ABM, Spark Power and ChargerHelp!. These groups employee thousands of electrical contractors and technicians and can provide end-to-end service force which can be extended to support installing the charging stations should this be also required by the customer.</p> <p>It is also noted that for many of FLO's customers, especially those in the public sector who are eligible to participate in the Sourcewell contract, they prefer to independently perform some (if not all) of the service work in support of the EV charging stations. This is often the case because the customer either has an existing service contract with an O&amp;M provider which they can leverage to support the EV chargers, or because the customer directly employees field technicians who can perform these tasks. For these reasons, FLO has designed the charging stations to be simple and convenient to maintain (both time and complexities) and in the event of equipment failure, all major components are field swappable. FLO can support the customer to undertake service work independently through the implementation of a formal training program that aims to certify external technicians as being approved to perform specific O&amp;M activities on FLO's charging stations.</p>
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26	<p>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.</p>	<p>FLO will establish a project team who will be responsible for managing and delivering all EV charging procurements generated through the Sourcewell contract. The project team will be led by a dedicated account manager who will be responsible for onboarding and day-to-day management of the Sourcewell contract and interactions with participating entities and FLO's distributors. It is noted that FLO already works with many eligible Sourcewell participating entities who are using our services and we continue to interact these groups, while making them aware of the opportunity to transition to the Sourcewell contract terms as part of our ongoing account management services.</p> <p>We envisage that the Sourcewell contract will fit within FLO's existing customer service strategy that has been developed to support the tens of thousands of EV drivers and station owners who already utilise FLO charging stations. On a day-to-day basis, frontline customer service starts with the operation of a dedicated Network Operations Centres (NOC) which provides customer service for all charging station owners and EV drivers. The NOC is separated into individual teams to manage various aspects of FLO's EV charging solutions including:</p> <p><b>24/7 Frontline Driver Support</b>  All charging stations supplied to Sourcewell participating entities will display a telephone number to enable users (EV drivers) to obtain immediate assistance with their charging experience. Call centre representatives are available 24/7 and can support enquiries relating to:</p> <ul style="list-style-type: none"> <li>• Difficulty with operating a charging station</li> <li>• General troubleshooting – how to use the charger, what connector fits my vehicle, etc.</li> <li>• Driver account inquiries</li> <li>• Towing services</li> <li>• Billing services, etc.</li> </ul> <p>Most issues or questions directed to the Call centre representatives can be resolved immediately since the frontline support agent has access to both a knowledge base and a network management tool that can be used to modify settings and reboot the station: meaning the targeted response time is less than three (3) minutes.</p> <p><b>Customer Service (Level 1)</b>  Should the 24/7 Frontline team be unable to directly resolve a driver request (e.g. a charging station does not respond to the frontline triage), the representative will open a service ticket and escalate the issue to the Network Operations Center (NOC), who will commence the path to resolution. FLO has a dedicated team providing the first line of defence for customer related inquiries and charging station fault reporting. Key categories handled by this group include new trouble tickets, sales and business development, driver inquiries and membership services with a targeted response time of less than one (1) business day.</p> <p><b>Technical Service (Level 2)</b>  The technical support team provide troubleshooting services in cases where the customer service team are unable to diagnose and solve charging station issues. The team can run remote diagnostics on charging stations to eliminate potential issues and attempt to identify the reported fault. The team will either resolve the ticket and close the case with the customer or escalate this to the Deployment &amp; Support Team with a targeted ticket resolution time of less than four (4) business hours.</p> <p><b>Network Operations</b>  In parallel with the Level 1 and 2 customer support, FLO's network operations team proactively monitors all charging stations in the field and can respond to any equipment issues identified through the monitoring in real-time. This means that in many instances, the team is already aware of a reported charger failure by the time an inquiry is reported to the Level 1 and 2 customer support. Depending on the ticket, the network operations team will notify the charging station owner of the potential equipment failure and service interruption while engaging FLO's Deployment and Support team to manage the field intervention. A workorder will be prepared for the customer that documents the equipment failure and provides a recommendation on the path to resolution. FLO can provide support to dispatch a qualified technician to conduct the repair and return the charging station to service under the supervision of FLO's Deployment and Support team. This team is the last line of defense to ensure optimal network availability and uptime, with the targeted response time where an onsite intervention is required being less than one (1) business day from parts being available to perform the intervention.</p> <p>A workflow illustrating FLO's network operation and customer service is included as Attachment K.</p>
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27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	FLO has an active presence throughout the United States with both direct employees and a growing network of manufacturing sales representatives and electrical distributors engaged to support US based customers. The company directly employs more than fifteen (15) team members who are focused on increasing our sales results for the US market and we have recently closed a successful Series C capital financing round which was targeted towards securing capital to grow FLO's US based business. This recent financing round includes an objective to establish a US based manufacturing facility that can produce charging stations for the domestic market. At present all FLO charging stations are produced at our manufacturing facilities in Canada and supported by a sustainable supply chain focused on sourcing material from the United States and Canada. For these reasons FLO has a strong willingness and ability to provide products and services to Sourcewell participating entities in the United States.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	FLO is Canada's largest EV charging manufacturer and network operator and has a significant presence across every province and territory through direct employees and an active network of distributors. The company's head office is located in Quebec City and we operate a state-of-the-art manufacturing facility located in Shawinigan (Quebec) where we satisfy all charging station orders directly through our own manufacturing services (we do not rely on any contract manufacturing). This is a benefit to Sourcewell and its participating entities as it means FLO has direct control over quality assurance, together with a sustainable supply chain focused on sourcing material from Canada and the United States. FLO has a significant Canadian customer base which includes many eligible Sourcewell participating entities. Our operations are ideally suited to serving Canadian customers and we have a strong willingness to provide products and services to Sourcewell participating entities in Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	FLO is prepared to service all geographic areas in the United States and Canada.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	FLO proposes to support ALL Sourcewell participating entity sectors.	*
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.  It is also noted that FLO has recently worked with the distributor Anixter to become eligible to supply charging stations through the Alaska Energy Authority EV charging incentive program. This existing relationship will be leveraged to support any Sourcewell participating entities that we engage in Alaska. We plan to replicate this approach as opportunities present themselves in Hawaii and 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.	<p>FLO directly employs a marketing team that is responsible for developing marketing campaigns that the company undertakes to support our customers and the various programs we are participating in. To support the Sourcewell Contract, FLO will put together a marketing strategy focused on:</p> <ul style="list-style-type: none"> <li>• Formal announcement of FLO's selection for the Sourcewell Contract to be broadcast across our digital channels.</li> <li>• Interactive digital content covering the Sourcewell contract and FLO's participation to be displayed on our website.</li> <li>• Outreach to our dealer network as part of the Sourcewell contract onboarding process with dedicated marketing collateral for their branches that covers the Sourcewell contract.</li> <li>• Support for Sourcewell Participating Entities including social media updates when a new charging station goes live to encourage FLO members (80,000+ EV drivers across Canada and the US) to visit and use the charging services.</li> <li>• FLO's team members attend many tradeshow and conferences in the United States and Canada each year and will be able to promote the Sourcewell contract in this capacity.</li> </ul> <p>A few recent examples of the digital marketing campaigns FLO has conducted to promote various programs we are participating in and have products qualified for are included as uploads in the documents section referenced as Attachment C.</p>	*



33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>In this section, we describe the technologies used and data leveraged to increase the effectiveness and efficiency of the digital marketing operations of FLO.</p> <p>Section 1 : Lower Funnel (Sales Pages, Landing Pages, Form Submissions)</p> <p>FLO relies heavily on A/B and multi-variant tests for lower channel optimisation. We achieve this by creating multiple variants on different property aspects, both organically and via paid channels. For example, to increase the effectiveness of action buttons, we leverage Google Optimize to create Labs where each user is shown a specific variant of these buttons, which includes but is not limited to: colors, texts, shapes, positions, etc. In this example, the target KPI (key performance indicator) would be click-through and conversion rate. Similarly, to improve the user dwell time on the page and overall page consumption, we create variants by changing the images and content shown, as well as other potential variables as applicable (we run experiments in the same fashion). Each user is presented with a single variant to avoid test overlaps and ensure that the data shown is both unique and relevant. From a temporal perspective, we generally run tests for 90 days or until we are 95% confident our improvements are not due to randomness on our variance analysis. In those instances where a simpler approach is optimal, we run experiments on paid social ads and Google ads whereby a number of landing pages are run against one another. In these scenarios, we are usually attempting to determine if landing pages with direct-to-form setups track better than descriptive pages with embedded forms. The goal here is to determine if our users are qualified (meet requisite engagement and interest standards) enough to be directed straight to valuable events, or if further nurturing is needed prior to pushing these leads further into the sales funnel. In the future, we hope to improve this process by integrating HotJar into our digital marketing operations; this tool visualizes as click data as a heat map, providing us with a more comprehensive view of our lower funnel operations, rather than relying solely on custom events to determine abandon points.</p> <p>Section 2: Higher Funnel (Creatives, Headlines, Calls to Action)</p> <p>Once again, optimisation is key for high performance in this section of the sales funnel. In both search ads as well as social promotions, we run performance labs on our responsive ads. We rarely rely on static creatives; rather, we believe better performance is achieved by letting platforms optimize for conversions by rolling responsive and/or dynamic ads. We leverage both Facebook and Google's internal AI algorithms to match a set of given creatives together to form the ads themselves; after this, the output is user-specific, ultra-relevant and specific to each user based on their behaviours, interests and browsing history. In each instance whereby the system flags that a piece of a creative is tracking poorly, we replace or make variants based on the most efficient results. Our never-ending creative optimisation allows us to determine the key factors of the success of each campaign that we run. Our campaigns' dynamic elements keep the content relevant for each specific user over time, improving engagements and reducing click costs and cost-per-acquisition.</p> <p>Section 3: Data Visualization</p> <p>We utilize Google Data Studio to visualize our results and drive data driven decisions. Our dashboards react in real-time and provides an overview on all relevant operations, from ads to organic searches. These dashboards are valuable in that they provide both a bird's eye view for quick analysis, and allow for a deeper dive into the data where applicable. We are able to blend all metrics into a single view to make relevant comparisons and unearth signals between different performance indicators. For example, we might use a dashboard to dig into keyword matches with users search terms to inform the decisions we make on targeting and demographics; are we better off with broad matches or phrase matches or exact matches when we capture our competitors' keywords on paid searches? We also unearth data for, but are not limited to, demographics, behaviors, interests and, on the usage side, content consumption, video views, forms views, form submits, account signups, app installs.</p> <p>Section 4: Improved Acquisition Over Time</p> <p>We do not seek to improve our campaign performance solely for the sake of optimisation; rather, this data and these performance indicators must work to improve acquisition. We aggregate the data we have to leverage the social and search platforms' ability to find similar audiences (or lookalikes). Using client lists, lead lists, engaged visitor data, etc., we upload relevant data (anonymously and hashed) to allow our platforms to leverage existing algorithms to find similar matches to the audiences that previously ranked as engaged on our properties. We enter new markets with confidence by identifying key audiences, demographics, and client profiles to get the best results at the lowest price. Further, we leverage our data to create effective organic social posts to keep a high engagement rate throughout our member community. We use our digital marketing campaigns to raise awareness of our brand and our initiatives and manage to keep this consideration with organic content. We believe the combination of organic and sponsored posts can add immense value to our online proposition.</p>
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34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>In addition to overseeing the competitive procurement process to award contracts for products and services that can be purchased by participating entities, FLO understands Sourcewell's primary role is to act as a facilitator in promoting awarded contracts to its participating entities throughout the United States and Canada. This may include listing and promoting the contracts on Sourcewell's website, as well as participating in marketing exercises to draw attention to the streamlined procurement opportunities such as through attending industry recognised trade shows and conferences where participating entities can connect with Sourcewell's team and understand more about the available contracts and participating vendors.</p> <p>The Sourcewell contract is consistent with existing corporative agreements and standing offers that FLO has been selected to support across Canada and the United States. FLO will assign a dedicated account manager to oversee the implementation of the program and will provide quarterly contract sales activity reports highlighting the sales activity for the previous period, key details relating to the customer sales, and confirming all orders processed as part of the Sourcewell contract. FLO has a mature onboarding process in place to manage the integration of cooperative purchasing programs, particularly as it relates to leveraging our existing distributor network to cater for the requirements of the program and participating entities. FLO's sales team are heavily engaged in managing the distribution channel and will introduce the Sourcewell contract together with a detailed 'playbook' that includes information about the contract, pricing, specific requirements, and participating agencies. A kickoff meeting will be held to onboard the contract, a dedicated price book and corresponding order codes will be established with each distributor to promote the program, and regular in-person visits and phone check-ins will be performed to support sales activities and maintain pricing compliance.</p>	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, a limited range of FLO's charging stations can be purchased online using FLO's webstore which features an e-procurement ordering process, as well as via third-party platforms such as Amazon. Many of the electrical wholesalers that carry FLO's products also utilise their own e-procurement ordering systems which can be leveraged by Sourcewell participating entities.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>FLO has a comprehensive onboarding process that includes training for every new charging station owner, which is provided at no additional cost.</p> <p>During the pre-sales stage, FLO can support the customer and provide product training and guidance as it relates to installation including:</p> <ul style="list-style-type: none"> <li>• Access to FLO's Application Engineering Team who will work with Sourcewell participating entities and any other relevant stakeholders to develop a streamlined workplan for the equipment supply and commissioning process.</li> <li>• Access to FLO's Deployment and Support Team who will work with Sourcewell participating entities and the electrical contractor to ensure the installation process is carried out in an efficient manner and consistent with the installation guides available for each charging station model.</li> </ul> <p>Once the charging stations have been successfully installed, FLO will proactively engage the station owner and confirm the charging station has been commissioned. A representative will be available to conduct a comprehensive online training session that aims to share product knowledge and best practices as it relates to owning and operating the charging station, how to access data reports and other relevant content through the Owner Web Portal, and how to configure the charging stations including applying pricing policies and running utilisation reports. All online trainings can be recorded and made available to Sourcewell participating entities to use internally on an ongoing basis with no additional costs involved in this process.</p> <p>FLO has an ongoing commitment to continue to support Sourcewell participating entities with their charging stations once they are installed and operational. Where a station owner has the capabilities and desire to perform some of the operation and maintenance related tasks associated with the charging station, FLO can support this activity through the implementation of an optional training program that aims to accredit external technicians as being approved to perform specific O&amp;M activities.</p> <p>FLO can work with station owners to implement a training program designed to transfer knowledge in a collaborative format. Some key topics covered by the training program include:</p> <ol style="list-style-type: none"> <li>1. Product Knowledge <ul style="list-style-type: none"> <li>o SmartTWO-BSR Curbside</li> <li>o CoRe+</li> <li>o SmartDC</li> <li>o FLO Home G5 and X5</li> <li>o Remote network management services</li> </ul> </li> <li>2. Know the "Standards" – VERY IMPORTANT: This serves as the "Standard" which all abnormal situations are compared to. <ul style="list-style-type: none"> <li>o Operation standards: Full understanding of the sequence of operation of the equipment.</li> <li>o Equipment setup standards: Full understanding and ability to determine if charging station is out of standard (e.g. if the charging connector door wont lock what does this mean?)</li> </ul> </li> <li>3. Understand 1) critical systems that are absolutely required for operations, and 2) possible failure modes – learn to "feel" the equipment.</li> <li>4. Corrective and Preventative maintenance – On the job field training</li> <li>5. Proactive monitoring services and Alarm management</li> <li>6. Owner Web Portal</li> <li>7. Spare parts inventory and management</li> <li>8. Re-commissioning Process</li> </ol> <p>A custom training program can be implemented following the installation of a FLO charging station and can continue throughout the term of engagement between FLO and the Sourcewell participating entity. The aim is for FLO to continue to provide primary O&amp;M support while enabling some of the maintenance services to be transitioned to the station owner overtime. This approach is considered to strike the best balance between ensuring the charging station achieves maximum station uptime while streamlining some of the costs associated with maintaining the equipment. There are additional costs for FLO to perform O&amp;M training which is dependent on the customers' requirements and use cases.</p>	*
37	Describe any technological advances that your proposed products or services offer.	<p>FLO provides a vertically integrated charging solution including both the provision of charging stations, network management services, and ongoing customer support. This approach means we can control the user experience from end-to-end and continue to refine our charging services to improve how we serve customers. Based on more than a decade of experience focusing solely on serving the EV charging marketing in the United States and Canada, here are a few examples of ways we have advanced our technology to benefit customers:</p> <ul style="list-style-type: none"> <li>• Remote updates – Due to the high degree of vertical integration that is present in FLO's architecture, the solution maximizes the level of interoperability between the charging hardware and network management system, leading to significantly more remote management and operational capabilities. Station owners benefit from access to new firmware, fixes and patches which are routinely transferred to the network of charging</li> </ul>	



stations via over-the-air updates (this does not rely on a third-party). Firmware and software enhancements are particularly relevant in the EV charging industry as this can help maintain equipment compatibility with new EV models coming to market, reducing the need to go onsite to upgrade or replace components.

- All networked FLO charging stations feature an equipment heartbeat which provides health and status updates including uptime metrics through a continuous stream of sensory data that is reported back to the network management system. Essential data points captured include live status (available, in-use, unknown, offline), temperature of various components, connectivity index, power output, and much more. The information is updated in near real-time speed and benefits customers by automatically displaying the equipment health and status, to help guide EV drivers and the network operations team on the availability of the charging station.
- Energy management – For specific customer use cases e.g. fleet and workplace locations, FLO has developed an advanced energy management solution to optimise capital and operational costs of investing in EV charging infrastructure.
  - o For CoRe+, sites that feature multiple charging stations can be configured for PowerSharing at the circuit breaker or electric panel level, which is a valuable tool in applications where the vehicles will be parked and not used for a period of time. This service can directly reduce capital costs of investing in EV charging equipment by requiring less electrical infrastructure to support more charging station.
  - o CoRe+ pedestal can also integrate a unique Cascading Kit which can accommodate an oversized electrical service to futureproof a site for additional charging stations as demand for the services increases. This benefits the customer as they can avoid retrofitting sites with additional electrical cabling and rely on the CoRe+ pedestal to act as a junction box to expand the services.
  - o For CoRe+ and SmartTWO charging station, a site can be configured for PowerLimiting to limit the total output of a group of charging stations, which maybe manually configured through the remote dashboard, based on time of day, or through interaction with an external application such as a building management system. This service can directly reduce operational costs of EV charging by limiting the impact of utility demand chargers as a component of the electricity costs for the EV chargers.
- A retractable cable management system is available as an optional accessory for both a wall and pedestal mounted charging stations. The system will automatically retract through a counterweight helping to remove cables from the ground which can otherwise be a tripping hazard for pedestrians (especially in freezing conditions) and an object that can be snagged and damaged by snowplow clearing during the winter months. This optional item was developed as a direct result of customer feedback and is an example of our product evolution.
- FLO's products feature industry leading temperature rating down to -40 degrees Celsius making the products suitable for winter conditions which can impact significant regions of Canada and the United States. This is a benefit to Sourcwell participating entities as it provides peace-of-mind that the products will cope with all-weather environments.
- The design of FLO's charging stations has evolved to focus on the use of Aluminum as the primary material for the charging station enclosures. Aluminum was selected over other materials like plastics because of its ruggedness and tolerance to vandalism, together with its ability to withstand significant temperature ranges which can cause plastic to become brittle and breakup over time. The Aluminum enclosure also incorporates a commercial grade o-ring that seals the enclosure and avoids water ingress and moisture build up. This is particularly relevant in winter conditions and regions of Canada and the United States which experience significant rainfall.
- A super flex charging cable is supplied with the products which is designed to stay malleable especially in cold climates, which makes it easier to handle and move around while performing a charging session. This is a very important factor for user experience.
- SmartTWO charging connectors are locked behind a security door that requires user authentication before it can be released. This patented design is unique in the industry with the lockable door mechanism being advantageous because the door mechanism is more user friendly to operate, especially in cold weather climates where freezing rain, high winds and snow can jam connectors in place where they are directly exposed to the elements. Because the connector is entirely hidden behind the security door, this also helps to reduce incidents of vandalism. The City of Los Angeles and Bureau of Street Lighting identified the lockable door mechanical as an essential criteria for their EV charging deployment because it provides an additional layer of protection for the charging assets that they are deploying on Light Poles throughout the City.

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>FLO recently implemented several changes to our manufacturing processes including redesigning the packaging that the charging stations ship in and moving to using 100% recycled material in the packaging where practical. This includes for the FLO Home product line, which is by far our most popular charging station model and now ships to customer in packaging that includes 100% recycled material. For our Quebec customers, we have a reusable pallet that we deliver the SmartTWO-BSR Curbside charging station in and operate a buyback program when the packaging is returned for additional use or recycling.</p> <p>FLO's manufacturing processes have focused on phasing out the use of plastics and other fragile material, particularly in the charging station enclosures which are prone to breaking down, especially in harsh environments with freezing temperatures. For this reason we have made a strategic decision to implement the use of aluminum as the primary material for all our charging station enclosures. This decision was driven by a desire to enable our hardware to be more effectively recycled, while also providing customers with a product that has a great useful life expectancy.</p> <p>At a corporate level, FLO actively recycles the following materials: Office paper, plastic and glass containers, soft plastic, food waste/compostable, batteries, printer and toner cartridges, IT equipment, Clean wood and metals. FLO has also instituted the following standard terminology in all our supplier agreements (through our supply T&amp;Cs) as it relates to protecting the environment and responsible for product and material sourcing:</p> <p>"Supplier will use qualified personnel and equipment and facilities that meet the highest industry standards. Supplier will respect all relevant legislation, regulations, labor laws, immigration laws, import-export regulations and environmental and industry standards in all jurisdictions where Supplier operates, during transit, and where the Goods and Services are delivered"</p> <p>FLO also provides workplace charging services at all our office locations to encourage employees to transition away from gas vehicles and to convert to EV which has a direct impact on the company ecological footprint. As an incentive, the workplace charging services are free to use for employees, and the company also donates a residential charging station for each employee who drives an EV. Currently we have twenty-five (25) employees who have converted to EVs. The company has also converted several fleet vehicles to electric models and will be looking to convert our commercial vans to electric versions once suitable options become available. These internal transportation initiatives have a direct impact on helping reduce the company's carbon footprint.</p>	
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>FLO G5 and CoRe+ charging stations that are available to Sourcewell participating entities have been recognised for their energy efficiency and have achieved EnergyStar certification.</p> <p>In terms of other sustainable factors, in contrast to other equipment vendors, FLO does not rely on third-party contract manufacturers to produce our charging stations and instead satisfy all charging station orders directly through our own manufacturing facilities in Quebec, Canada. The location of the manufacturing plant is a significant advantage, allowing FLO to process orders quickly and ship rapidly to locations throughout the United States and Canada, as compared with other products manufactured in Asia, Mexico, or Europe which have longer lead times and a larger ecological footprint in delivering the products to the customer.</p>	*
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.	<p>FLO proposes to work directly with Sourcewell participating entities to fulfill sales orders, while also leveraging our established network of electrical distributors who will support procurement requirements in Canada and the United States. Some of our existing distributors have certifications that are relevant to the standards outlined in this section. For example, FLO has formed a distribution channel relationship with Encompass Supply out of Virginia, who are certified (Small Disadvantaged Business -SBE; Disadvantaged Business Enterprise - DBE; Minority Business Enterprise - MBE; Service-Disabled Veteran Owned Small Business - SDVOSB) and registered as a diverse supplier. FLO has also formed a distribution channel relationship with Vision Electric Wholesale Inc. out of California, who is a Women and Minority-owned business. In addition, FLO also works with DaiTechCorp a Women-Owned and Minority Business Enterprise (MBE) certified by the State of Maryland Department of Transportation and other national, state, and local certifying agencies throughout the region. For Service and Maintenance FLO has partnered with ChargerHelp! a Women-Owned and Minority Business Enterprise (MBE).</p> <p>Relevant certifications from our distributor and service providers have been uploaded as Attachment L.</p>	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>We are a vertically integrated Original Equipment Manufacturer with more than ten (10) years industry experience in EV charging design and network operations in Canada and the United States. Our sole focus is on the EV charging industry and this experience will be invaluable to supporting Sourcewell participating entities with their EV charging deployment programs, particularly as it relates to support with site selection and planning, technical knowledge and application for the charging stations, and engagement and management of EV drivers.</p> <p>FLO provides a turnkey EV charging solution including both the provision of charging</p>	

stations, network management services, and ongoing customer support including an industry leading equipment warranty. This end-to-end solution is supported by open charging standards including support for Open Charge Point Protocol (OCPP) 1.6J and network interoperability for EV drivers through Open Charge Point Interface (OCPI) 2.1. In contrast to other vendors, FLO is responsible for providing all components of the EV charging services i.e. we do not rely on other equipment vendors to fulfill hardware orders, this ensures the customer has only one party to engage with covering all aspects of their project, which increases accountability on FLO to deliver the services and contributes to greater customer satisfaction.

In contrast to other equipment vendors, FLO does not rely on third-party contract manufacturers to produce charging stations and instead satisfy all charging station orders directly through our own manufacturing facilities in Quebec, Canada. The location of the manufacturing plant is a significant advantage, allowing FLO to process orders quickly and ship rapidly to locations throughout the United States and Canada. By comparison, many other charging station products are manufactured in Asia, Mexico, or Europe which have longer lead times, higher freight cost, and a larger ecological footprint by the time the product reaches the customer. Furthermore, FLO's direct manufacturing services means we have greater control over quality assurance, together with a sustainable supply chain focused on sourcing material from Canada and the United States. With FLO's supply chain dynamics, we have experienced no delay in manufacturing and order fulfillment throughout the entire COVID-19 period, and we continue to be able to deliver on time, while ensuring our team members are socially distanced for a safe working environment.

Because FLO controls all aspects of the end-to-end service, this means we can evolve our technology faster, while responding to changes in the industry and customer requirements. Some further examples of unique ways we have evolved our network architecture include:

- Privacy and Cyber Security – recognising the unique requirements of our Canadian and United States based customers, FLO has elected to operate two independent network operating systems to host user data and meet privacy and security compliance for customers based on their country of origin. Each network operating system is hosted by Microsoft Azure data centres which are physically located in either Canada or the United States including primary and backup sites. FLO has also implemented Microsoft Azure's suite of digital security products (B2C, Network Security Group, DDoS protection) to support the platform and all data is encrypted at rest using the AES-128/256 encryption formats and while on-flight protected with TLS 1.2 links.
- Warranty - FLO offers one of the most comprehensive equipment warranties covering parts and on-site labor. Sourcewell participating entities will work with FLO to cover all aspects of the EV charging service which provides peace-of-mind that FLO will deliver ongoing support for the EV charging stations, including remote monitoring and fault detections, unlimited call centre support, prompt repair or replacement of parts or the entire charger, and a commitment to maintain exemplary service level.
- Open access – Through ongoing engagement with our customers (station owners), a reoccurring theme we noted was a desire to offer users (EV drivers) with access to public charging services without an obligation to register with the network operator for the equipment. To address this requirement, in 2017 FLO developed a QR code payment system which can enable a user to take a photo of the QR code and activate and pay for the charger session through a mini web portal with no prior registration required.
- Interoperability - FLO is a leader in hardware and network interoperability, with charging stations that feature OCPP 1.6J and a network that has implemented peer-to-peer roaming agreements with leading North American network operators since 2014. Roaming enables EV drivers to access other network operators' public charging infrastructure without requiring a separate membership. As the industry matures, FLO has signed roaming agreements with ChargePoint, Greenlots, BC Hydro EV, Electric Circuit, and eCharge Network and we are working towards agreements with EVconnect and EVgo. Drivers can use their FLO membership to charge at thousands of locations across North America with the public mapping database available on the FLO Mobile App or the FLO Website. FLO's roaming agreements are beneficial to Sourcewell participating entities because it means more EV drivers are able to locate and activate a FLO charging station through our dedicated platform.
- Remote software updates - FLO routinely sends out over-the-air updates to the network of charging stations. EV technology is constantly evolving, and it is important that the charging stations in the field can keep up with remote firmware and software updates over the operational life of the equipment. An example of recent firmware updates include the release of an expanded set of billing modes which station owners now have access to. Billing modes include kWh pricing (in jurisdictions where this is lawful), idle fees, and multi-tiered pricing. These new options provide more functionality for stations owners, as well as improve user experience and increasing opportunities for revenue.
- Vehicle compatibility - FLO works closely with the OEM Vehicle Manufacturers to test and validate compatibility for each new EV model before it becomes available for purchase.

		Testing typically involves the OEM providing a demonstration vehicle for use at FLO's testing facilities in Quebec where we can put the vehicle through its paces, validate compliance with each charging connector standard, access the vehicle charging behaviour at different State of Charge levels, and conduct real-world testing across the public network of charging stations. Small variations in EV charging behaviour can trigger a need to develop a charging station firmware update to accommodate the observed characteristics and avoid vehicle compatibility issues. FLO has tested all major EV models available for purchase in North America and have issued several firmware updates to correct charging session anomalies that have been observed during the testing stage (mainly on the SmartDC Fast Chargers). In contrast to other equipment vendors, because of the tight integration between FLO's charging stations and network management system, the firmware updates can be issued over-the-air remotely to the charging stations without any on-site intervention required. This is a significant advantage to station owners, especially where they have a number of charging stations installed across a large geographic area.
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**Table 9A: Warranty**

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

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	<p>Yes, FLO's warranty is comprehensive and covers product, parts and labor support.</p> <p>All FLO charging stations are supplied with a one (1)-year warranty included in the equipment cost. In addition, an extended warranty is also available to Sourcewell participating agencies for up to an additional four (4) years coverage which makes five (5)-years total.</p> <p>FLO's warranty is comprehensive and includes support for products, parts and on-site labour costs. This provides participating agencies with peace-of-mind that FLO will deliver ongoing support for the charging stations, including remote monitoring and fault detections, unlimited call centre support, prompt repair or replacement of parts or the entire charger, and a commitment to maintain exemplary service level.</p> <p>FLO will undertake all warranty related tasks directly with Sourcewell participating entities including equipment repair and replacement services. FLO's Network Operations team provide frontline support with all warranty related tasks and have a dedicated team responsible for analyzing charging station failures and preparing warranty reports.</p> <p>Further details on FLO's warranty covering each charging station are provided in Attachment D supporting this submission.</p>
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>The Warranty for FLO's Level 2 charging station range available to Sourcewell participating entities does not have any usage restrictions or other limitations that adversely affect coverage.</p> <p>The Warranty for the FLO SmartDC Fast Charger includes a specific obligation that preventative maintenance must be performed as a condition of the product warranty based on the following schedule:</p> <ul style="list-style-type: none"> <li>• At least every year (starting at shipping date of the product); or</li> <li>• Every 1,000 operating cycles; or</li> <li>• Every 300 hours of use</li> </ul> <p>Preventative maintenance for the SmartDC must be performed by a qualified FLO technician and may either be conducted directly by FLO or through leveraging the expertise of one of our national O&amp;M providers who are trained and qualified to work with FLO's products. Under normal circumstances, a preventative maintenance visit will be scheduled to occur outside of normal operating ours and takes approximately 1.5 hours to complete.</p> <p>Further details on FLO's warranty covering each charging station are provided in Attachment D supporting this submission.</p>
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>FLO's warranty does not include expenses for a technician's travel time and mileage. Depending on the customers location, these items are quoted separately based on set regional chargers.</p>

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?	<p>No. FLO can provide warranty coverage for all regions in the United States and Canada. In regions where FLO does not have a direct presence, we rely on a network of O&amp;M providers that we have established to perform warranty and field service tasks on our behalf. FLO's charging stations are designed to be simple to install and convenient to service in the field so that any qualified technician can perform these tasks independently. FLO's Deployment and Support team are responsible for managing the network of O&amp;M providers based on a prequalification process to ensure they are competent to perform warranty related tasks on the company's behalf. In most situations, the course of the product failure can be identified remotely so that a replacement part or component can be available when the technician is dispatched to the customer's site.</p> <p>FLO's Deployment and Support team provide frontline support for equipment warranty, field service, and equipment repairs with a dedicated team responsible for analyzing charging station failures, engaging station owners, and arranging on-site interventions. Key steps involved in the warranty and RMA process include:</p> <ul style="list-style-type: none"> <li>• Sourcewell Participating Entities who require assistance with a charging station product are required to take note of the equipment serial number and contact FLO's customer service team to lodge a request such as a Warranty Claim (Ph: 1-877-505-2674 #297 or email at ds.support@flo.com).</li> <li>• A FLO representative will ask for a description of the reported issue, together with any photographic evidence that can be used to process the Warranty claim and will provide a support ticket number.</li> <li>• FLO's team will validate the Warranty Claim against the serial number. The team will conduct a thorough review and diagnose the problem, determine corrective action to be taken and document the failure, cause, corrective action, and parts needed for replacement.</li> <li>• Parts under warranty will be shipped and FLO's Deployment and Support team will work directly with the Sourcewell Participating Entity to resolve the field issue including managing field related tasks through engagement with an O&amp;M service technician.</li> <li>• Parts not under warranty will be quoted and ordered only upon approval by authorized Sourcewell Participating representative.</li> <li>• Following the repair, FLO will engage the Sourcewell Participating Entity to ensure the case has been resolved and the charging station is back online.</li> </ul>	*
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?	There are no third-party items included in FLO's proposal.	*
47	What are your proposed exchange and return programs and policies?	Unless there are extreme circumstances such as FLO having shipped the wrong product, all sales are final, and no returns or exchanges are permitted, unless agreed to between both parties.	*
48	Describe any service contract options for the items included in your proposal.	<p>FLO's networked charging stations are support by Global Management Services (GMS), which is an annual service contract to connect the charging stations with FLO's network, provide ongoing customer support for station owners and EV driver, as well as data and reporting services. Access to GMS is pre-paid on an annual basis with options to purchase up-to five (5) years' service coverage in advance. Further details of the costs are outlined in FLO's pricing submission. A comprehensive overview of the services covered by GMS is outlined in Table 14A in response to Question 67.</p> <p>FLO's charging stations are also supported by an extended warranty program which can be purchased for up to five (5) years total coverage and combined with the upfront equipment order. The extended warranty and GMS coverage include service contract options for:</p> <ul style="list-style-type: none"> <li>• 24/7 frontline EV driver phone support</li> <li>• Notification of technical issues</li> <li>• Station owner enquiries and billing services</li> <li>• Coordination of technical issues and service calls</li> <li>• Onsite support and restoration of service</li> </ul>	*

### 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 *
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49	Describe any performance standards or guarantees that apply to your services (network uptime, power management, charging capabilities, etc.)	<p>FLO tracks the uptime of individual charging stations and the network management system and uses all commercially reasonable efforts to achieve the performance targets. FLO's network uptime is calculated at 99.9% and has been achieved continuously across several years of reporting. The charging station uptime across all product lines is 98% or better and has been achieved continuously across several years of reporting.</p> <p>Hardware uptime performance indicators are analyzed using the two-states model for the outage analyses:</p> <ol style="list-style-type: none"><li>1. Uptime – Charger is fully available and provides the EV charging to its maximum limit.</li><li>2. Downtime – Charger is offline and unavailable for EV charging.</li></ol> <p>FLO's network operating system tracks the historical uptime performance which is displayed in the web portal dashboard and available to view by the network operations team and the station owner.</p> <p>For specific customer use cases e.g. fleets and workplaces, FLO has developed an advanced power management solution to optimise capital and operational costs of investing in EV charging infrastructure. FLO's power management solution includes a performance standard for PowerSharing, which includes the ability for multiple CoRe+ charging station to share power at the circuit breaker or electric panel level, with power dynamically managed according to an advanced algorithm and the customers' unique site requirements. A second performance standard can also be applied to configure the charging stations for PowerLimiting, to limit the total output of a group of charging stations which maybe manually adjusted based on time of day, or through dynamic interaction with an external device, such as a building management system or utility demand response program.</p>
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50	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>FLO's targeted services standards for customer inquiries and technical issues include:</p> <ul style="list-style-type: none"> <li>• 24/7 frontline EV driver phone support – less than five (5) minutes</li> <li>• Notification of technical issues – Real-time status updates are displayed in the Owner Web Portal including fault alarms. FLO will also proactively engage the customer within four (4) business hours of the reported equipment failure</li> <li>• Station owner enquiries - within one (1) business day from receipt of the request.</li> <li>• Coordination of technical issues and service calls – within one (1) business day from the initial equipment failure</li> <li>• Onsite support and restoration of service - within one (1) business day from parts being available to perform the restoration.</li> </ul> <p>FLO tracks a comprehensive set of KPIs relating to the charging stations and network management system and has a reporting framework detailing the essential information as it relates to each charging site and customer. The KPI's that are tracked include:</p> <p>Per site</p> <ul style="list-style-type: none"> <li>- Communication Continuity Index and Service Uptime</li> <li>- Downtime over periods of 1 month, 3 months and 12 months (hours)</li> <li>- Number of failure events over periods of 1 month, 3 months and 12 months</li> </ul> <p>Per charging station model</p> <p>Service availability stats</p> <ul style="list-style-type: none"> <li>- Number of chargers in service (as of report date)</li> <li>- Total number of hours in service</li> <li>- Total number of hours in downtime</li> <li>- Total number of failure events</li> <li>- Number of hours in service during the last 12 months</li> <li>- Number of failure events during the last 12 months</li> <li>- Downtime during the last 12 months (hrs.)</li> <li>- Number of hours in service during the last 3 months</li> <li>- Number of failure events during the last 3 months</li> <li>- Downtime during the last 3 months (hrs.)</li> <li>- Number of hours in service during the last month</li> <li>- Number of failure events during the last month</li> <li>- Downtime during the last month (hrs.)</li> </ul> <p>On a monthly basis FLO operated networks receive over 2,000 calls on average through our frontline, customer service and technical teams. These calls vary in nature with all communication including calls and emails tracked in our customer service database to provide integrated real-time and historical reporting. A range of KPIs are measured and tracked through this process including:</p> <ul style="list-style-type: none"> <li>- Number of open cases</li> <li>- Average age of open cases</li> <li>- Cases created this month</li> <li>- Open cases by B2C-B2B customer</li> <li>- Open cases by status</li> <li>- Open cases by type</li> <li>- Top open cases by age</li> <li>- Open cases by type and status</li> <li>- Top agents by open cases</li> <li>- Cases closed this month</li> <li>- Resolution time this month</li> <li>- Top agents by open case ages this month</li> <li>- Trend of resolution (by month)</li> <li>- Top agents by case resolution time MTD</li> <li>- Top agents by closed case this month</li> <li>- Trend of cases created/month</li> <li>- Trend of cases closed/month</li> <li>- Trend of case resolution time (days)/month</li> <li>- Case distribution by support channel</li> <li>- Case distribution by type</li> <li>- Case distribution by priority</li> <li>- Cases closed MTD</li> <li>- Case resolution time MTD</li> <li>- Case resolution time MTD by priority</li> <li>- Customer Satisfaction</li> <li>- Cases by Reason Type/month</li> <li>- Cases by Reason Type and Customer Type/month</li> <li>- Cases by Reason Type per Network/month</li> <li>- Response Time</li> </ul>
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**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
51	What are your payment terms (e.g., net 10, net 30)?	FLO's payment terms for handling orders directly with Sourcewell participating entities is Net 30 - Payment 30 days after invoice date. *
52	Describe any leasing or financing options available for use by educational or governmental entities.	FLO does not directly offer leasing or finance options for the charging stations. However, we do work with value added resellers who package FLO's products and services into an own & operate model that reduces the capital and operation costs of deploying EV charging stations to Sourcewell participating entities. *
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>FLO has a comprehensive sales order process which covers the following key steps:</p> <ol style="list-style-type: none"> <li>1. Pre-sales</li> <li>2. Order confirmation</li> <li>3. Support with installation planning</li> <li>4. Charger commissioning</li> <li>5. Product training</li> <li>6. Post-sales</li> </ol> <p>FLO will work directly with Sourcewell participating entities to oversee all equipment orders. Depending on the Sourcewell member's requirements, FLO will either process orders directly with the customer or transfer the order to a local distributor for fulfillment (particularly the case where an existing procurement relationship exists). FLO has a comprehensive network of distributors that we work with throughout the United States and Canada and we plan on leveraging their expertise as an outside sales and service force to maximise the coverage we can provide to Sourcewell participating entities. In both order scenarios, the Sourcewell member will receive the same pricing based on the applicable discount off MSRP which FLO has outlined in this submission. The catalogue pricing and discounts that are applicable to the contract will be communicated to FLO's distribution network as part of the Contract onboarding process. A dedicated price book and corresponding order codes will be established with each distributor to promote the program and maintain pricing compliance across the distributor network. *</p> <p>FLO's internal order management system features two platforms which we use for all phases of the order fulfilment process:</p> <ul style="list-style-type: none"> <li>• Customer Relations Management tool (Salesforce) which is used for all upfront customer engagement including lead generation, account management, opportunity tracking, quotations, order confirmation and delivery tracking. All Sourcewell participating entities will be tagged under the Sourcewell contract hierarchy to ensure consistent methodology and assignment to the dedicated account manager.</li> <li>• An Enterprise Resource Planning tool (Divalto infinity) which is used for to support the operational cycles of the plant, sales and finances teams. This includes resource and material planning, manufacturing, stock management, accounting and billing (A/P and A/R), ordering and shipping, contract management, and field service management.</li> </ul> <p>The Sourcewell contract will be assigned to a dedicated account manager, who will provide quarterly contract sales activity reports highlighting the sales activity for the previous period, key details relating to the customer sales, and confirming all orders processed under the contract. The ongoing reporting requirements will enable FLO to audit sales activities across each distributor, ensure pricing compliance, and determine the total administrative fee to be remitted back to Sourcewell each Quarter.</p>
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	FLO does not currently accept P-card procurement and payments. This is an area of interest and something we are exploring as part of our services roadmap. However, it is noted that for the majority of FLO's existing customers who are eligible to procure off the Sourcewell contract, we understand the use of P-cards is often restricted to small transactional items not associated with asset or capital purchases, and not related to equipment that is subsidized by grant funding. These restrictions make it difficult to utilize P-card procurement for EV charging stations purchases. *



**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *	
55	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Supporting FLO's submission, we have provided a detailed price book which is uploaded as a separate document and includes line items for the charging equipment and associated services, product ordering codes, MSRP pricing and discounts available to Sourcwell participating entities. In addition to the line items, we have broken out the equipment into distinct product categories to simplify review and ensure the total cost of ownership is captured for each product group. We have also provided notes where applicable with further explanation of the ordering process.	*
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.	Details of quantity and volume discounts are highlighted in response to Question 56. It is also noted that FLO already participates in several existing purchasing programs which feature pricing discounts and we have applied a consistent approach to the Sourcwell contract.	*
57	Describe any quantity or volume discounts or rebate programs that you offer.	In addition to the discount off MSRP, Sourcwell participating entities can also qualify for a volume discount applicable to order size. The size of discount is dependent on volume and product type with full details outlined in FLO's pricing submission.	*
58	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>FLO's offer to Sourcwell participating entities covers the supply of EV charging stations and associated services including warranty and maintenance support. FLO can also provide with site selection and installation planning. However, we find that in many instances (especially for eligible Sourcwell participating entities) customers prefer to utilize and manage their own independent electrical contractor to perform the physical charging station installation. The benefit of this approach is that FLO can bring all our knowledge and experience with deploying EV charging services and combine this with a customer's preferred electrical contractor who understands the dynamics of installation services in the local context and can work closely with FLO to complete the installation phase of the project. The customer can then handle quotations for installation services independently, which also provides them with greater control over costs.</p> <p>Where a customer requires assistance with the installation process, FLO can leverage our network of O&amp;M service providers to identify a qualified and locally based electrical contractor who is familiar with performing EV charging installation services. In this context, FLO can oversee the installation process, helping the customer to directly source costs for installation with the commercial terms and payment to be handled directly between the Sourcwell participating entity and electrical contractor.</p>	*
59	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There are no addition costs outside of the items FLO has indicated in the pricing proposal.	*

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.	<p>Yes, delivery chargers including shipping and freight are an additional cost and are dependent on the location of the Sourcewell participating entity.</p> <p>FLO's charging stations will be delivered to the Sourcewell participating entity either directly from a distributor, or dropped shipped from FLO's manufacturing facility (especially for larger orders). As part of the sales order process, the Sourcewell participating entity will be provided with a quotation for the delivery chargers based on the size of the equipment order and delivery location.</p> <p>FLO's Sales Coordination team process the shipping of all orders, which are expedited from the manufacturing facility in Shawinigan, QC. Their tasks and responsibilities include processing of shipping documentation and packaging of EV charging equipment and accessories. They are also responsible for coordinating with our order entry team for status updates for customers and tracking purposes. FLO's main shipping carriers are FedEx, UPS and RM Logistics, who is a transportation broker that FLO uses for larger orders requiring a skid or multiple skids. FedEx and UPS both provide coverage throughout the United States and Canada and operate multiple branches in most Cities. RM Logistics is headquartered in Montreal, and they also provide service throughout the United States and Canada via land or rail (depending on the order requirements).</p>	*
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>FLO can arrange shipping and freight services to deliver charging stations to the regions and territories outlined in Question 61. Pricing is based on a competitive quotation and will be dependent on order quantity and the mode of fulfilment e.g. road/rail or air. FLO can work with Sourcewell participating entities to leverage their own independent freight services should they have existing preferential pricing and programs setup that they wish to leverage and apply to the deliver of the EV charging station.</p>	*
62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Depending on the customers requirements, Sourcewell participating entities will receive FLO's charging stations either directly from a distributor or dropped shipped from FLO's manufacturing facility (especially for larger orders). FLO's dealer network has hundreds of retail outlets across the United States and Canada where customers can seek local support with product information and order fulfilment. Not all distributors actively stock FLO charging stations with some select locations servicing major urban centres stocking a limited quantity of products.</p> <p>FLO is directly responsible for the manufacturing of the EV charging equipment. In contrast to other equipment vendors, FLO does not rely on third-party contract manufacturers to produce our charging stations and instead satisfy all charging station orders directly through our own manufacturing facilities in Quebec, Canada. The location of the manufacturing plant is a significant advantage, allowing FLO to process orders quickly and ship rapidly to locations throughout the United States and Canada, in contrast to other products manufactured in Asia, Mexico, or Europe which have longer lead times, higher shipping costs, and a larger ecological footprint in delivering the products to the customer.</p> <p>FLO can work with Sourcewell participating entities to leverage their own independent freight services should they have existing preferential pricing and programs setup that they wish to leverage and apply to the deliver of the EV charging station.</p>	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
63	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	FLO recognises the Sourcewell contract as the most extensive cooperative purchasing program for EV charging stations in the United States and Canada and we have therefore provided discounted pricing which reflects the importance FLO places in qualifying for this Contract.

**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.	<p>FLO maintains a register of procurement contracts that we are qualified to participate in, alongside any unique terms and conditions that must be adhered to by FLO and our dealer network. The dedicated account manager assigned to manage FLO's Sourcewell contract will be tasked with ensuring compliance with the contract terms, together with overseeing customer service and support for Sourcewell and participating entities.</p> <p>The catalogue pricing and discounts that are applicable to the contract will be communicated to FLO's distribution network as part of the Contract onboarding process. A dedicated price book and corresponding order codes will be established with each distributor to promote the program and maintain pricing compliance across the distributor network.</p> <p>FLO's account representatives for each region will introduce the price books and other relevant contractual requirements to each distributor and their branch locations. Account representatives are already tasked with conducting regular in-person visits and phone check-ins with distribution branches and their regional teams (minimum once every two weeks for tier 1 distribution branches). Quarterly updates are also undertaken covering sales pipeline, closed won/lost opportunities, and product related trainings. The Sourcewell contract will be integrated into this existing framework and will be addressed as a separate sales initiative during each update together with auditing.</p> <p>FLO's dedicated account manager for Sourcewell will provide quarterly contract sales activity reports highlighting the sales activity for the previous period, key details relating to the customer sales, and confirming all orders processed as part of the Sourcewell contract. The ongoing reporting requirements will enable FLO to audit sales activities across each distributor, ensure pricing compliance, and determine the total administrative fee to be remitted back to Sourcewell each Quarter.</p>
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.	<p>Some of the key metrics which will be tracked to measure FLO's success under the Sourcewell contract include:</p> <ul style="list-style-type: none"> <li>• Number of new customer accounts created that are linked to the Sourcewell contract</li> <li>• Number of existing customer account that are now migrated over to the Sourcewell contract</li> <li>• Total contract revenue and quantity of equipment per order linked to the Sourcewell contract.</li> <li>• Number of dealers and distributors who are stocking FLO's products</li> <li>• B2B and B2C sales enquiries based on segment and product category</li> </ul>
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.)	FLO will provide Sourcewell with an administrative fee based on per unit hardware sales. The administrative fee will be equal to one (1) percent of the hardware sale.

**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.	<p>Summary of Services:</p> <p>FLO is offering a range of Level 2 and Direct Current Fast Charger (DCFC) equipment, which are supported by hardware and network services summarised in the categories below and outlined in further detail thereafter:</p>

- I. Supply of EV Charging equipment –
- Level 2 (non-networked) – FLO G5 Charging Station
  - Level 2 (networked) – FLO SmartTWO, FLO CoRe+, FLO CoRe+ MAX
  - DCFC (networked) - FLO SmartDC Fast Charger (available in either 50kW or 100kW output)

II. Hardware Warranty – All charging stations are supported by a one (1)-year warranty covering product, parts and on-site labor included in the equipment cost. In addition to this base warranty, an extended warranty program is available to Sourcewell participating entities for up to five years total coverage.

III. Maintenance – in conjunction with the supply of charging stations and warranty, FLO will support Sourcewell participating entities with ongoing maintenance requirements including preventative and corrective on-site labor support, product training, spare parts, dispatch and call centre services.

IV. Global Management Services – All networked charging stations supplied by FLO will be connected to Global Management Service (GMS), which is an annual license that enables FLO to remotely monitor and support the charging stations in the field including 24/7 frontline customer phone support, Mobile App and EV Driver web tools, remote network surveillance and uptime performance, fault detection and frontline triage to support Sourcewell participating entities achieve maximum station uptime.

Category - Level 2 (non-networked):

FLO G5 Charging Station:

FLO G5 Charging Station is a non-networked Level 2 AC charging station developed especially for applications where the customer does not require remote network support. FLO G5 is valued for its superior build quality, functionality, and ease of use with key features including:

- Design – a sleek and elegant design which features an integrated cable hanger and charging connector holster that is both functional and ergonomic
- Plug and Play – very easy to operate. Plug the charging connector into a vehicle to initiate a charging session. There is no access control required to activate the charging station.
- Robust enclosure – Made from 100% Aluminium, the FLO G5 enclosure is NEMA 4x rated for all weather environments and is certified to operate between -40°C to 50°C (-40°F to 122°F) . Customers can install the charger indoor and outdoor and in locations exposed to harsh weather and areas prone to corrosion
- Universal Connector – featuring a 22-foot commercial grade charging cable with an SAE J1772 connector designed to withstand 10,000+ charging cycles/10+ years
- Mounting options – can either be mounted on a wall, or alternatively 1 or 2 FLO G5s can be mounted together on the same pedestal. Either mounting option can incorporate a retractable cable management system which removes cables from the ground, avoids tripping hazards, and creates a more aesthetic installation.
- Maintenance – all major components of the G5 are field swappable meaning FLO can continue to support the hardware long-term without having to replace the entire charger.
- Power management – manually adjustable power output through an internal rotator switch which can be manually set from 6 to 30 amps during installation. This feature can benefit customers where the available power at a site is limited.

Please see Attachment G for a complete list of manufacturer documentation for the FLO G5 charging station.

Category - Level 2 (networked):

FLO CoRe+ Charging Station:

CoRe+ is FLO's most popular Level 2 AC commercial charging station model with thousands of chargers installed including by many eligible Sourcewell participating entities. With two models to choose from based on a maximum output of either 7.2kW (CoRe Standard) and 19.2kW (CoRe MAX), the product is packed with innovative features which are ideally suited for Sourcewell participating entities including:

- Smart Charging – can charge a vehicle at a rate of up to 80km per hour and

communicate data in real-time to FLO's network management system with a Dashboard displaying key insights including whether a vehicle is connected and drawing energy, how much energy has been consumed during the charging cycle, and historical usage data to support GHG savings calculations.

- Access Control – Station owners have complete control to decide how the charging stations are operated. The charger can be configured to support RFID Card, Mobile App and QR code authentication and payment based on several pre-defined criteria.
- Robust Enclosure – Made from 100% Aluminium and rated NEMA 4X, the enclosure offers enhanced protection from vandalism and general wear and tear. The design also incorporates an integrated cable hanger and charging connector holster that is both functional and ergonomic.
- Mounting options – can either be mounted on a wall, or alternatively 1 or 2 CoRe+ can be mounted together on the same pedestal. Either mounting option can incorporate a retractable cable management system which removes cables from the ground, avoids tripping hazards, and creates a more aesthetic installation.
- Maintenance – all major components of the CoRe+ are field swappable meaning FLO can continue to support the hardware long-term without having to replace the entire charger.
- Power management – dynamic energy management technology to enable multiple charging stations to share available power (reducing capital costs), limit the total power output of a group of stations based on the time of day, and to integrate with external applications such as a building management system or Utility Demand Response program.
- Low cost scalability – CoRe+ pedestal can also integrate a unique Cascading Kit which can accommodate an oversized electrical service to futureproof a site for additional charging stations as demand for the services increases.

Please see Attachment H for a complete list of manufacturer documentation for the CoRe+ charging station.

#### SmartTWO Charging Station:

SmartTWO is FLO's most popular public Level 2 AC charging station model with thousands of these chargers installed, including by many Sourcewell participating entities. The product is packed with innovative features including:

- Smart Charging – can charge a vehicle at a rate of up to 30 km per hour and communicate data in real-time to FLO's network management system. A live Dashboard is available to station owners displaying key insights including whether a vehicle is connected and drawing energy, charging equipment heartbeat data, station uptime performance, and more.
- Access Control – Station owners have complete control to decide how the charging stations are operated. The charger can be configured to support RFID Card, Mobile App and QR code authentication and payment based on several pre-defined criteria.
- Robust Enclosure – Made from 100% aluminum and rated NEMA 3R, the enclosure offers enhanced protection from vandalism and general wear and tear. The design also incorporates an integrated cable hanger and charging connector holster that is both functional and ergonomic to operate.
- Unique locking door – The charging connector is locked behind a security door that requires user authentication before it can be released. This patented design is unique in the industry with the lockable door mechanism being advantageous because it:
  - reduces wear and tear on the connector as the actual device is not captive and is protected from the elements;
  - improves user experience because the door mechanism is more user friendly to operate, especially in cold climates where freezing rain, high winds and snow can jam connectors in place where they are directly exposed to the elements; and,
  - reduces vandalism and tampering because the connector is entirely hidden from public view.
  - improves user experience because the door mechanism is more user friendly to operate, especially in cold climates where freezing rain, high winds and snow can jam connectors in place where they are directly exposed to the elements.
- Mounting options – can either be mounted on a wall, or alternatively a single or double SmartTWO can be mounted together on the same pedestal. A dedicated

curbside mounting option is also available which features a 12-ft high mast ideally suited for the public right-of-way. SmartTWO can also be integrated with existing streetlight poles, which is a convenient solution for busy urban environments.

- Maintenance – all major components of the SmartTWO are field swappable meaning FLO can continue to support the hardware long-term without having to replace the entire charger.

Please see Attachment F for a complete list of manufacturer documentation for the SmartTWO charging station.

Category - DCFC (networked):

SmartDC Fast Charger:

FLO SmartDC a Direct Current Fast Charger (DCFC) product line that is available in both 50kW and 100kW output configurations. This product has been extensively deployed across North America with the latest version featuring an updated equipment enclosure that improves field serviceability and a new power module architecture to enhance station uptime and save on operational costs. Other major features and benefits include:

- Smart Charging – charges a vehicle at up to 500 km per hour (100kW @ 120A) and communicates data in real-time to FLO's network management system. A live Dashboard is available to station owners displaying key insights including whether a vehicle is connected and drawing energy, charging equipment heartbeat data, station uptime performance, and more.
- Access Control – station owners have complete control to decide how the charging stations are operated. The charger can be configured to support RFID Card, Mobile App and QR code authentication and payment based on several pre-defined criteria.
- Robust Enclosure – Made from 100% aluminum and rated NEMA 3R, the equipment enclosure offers enhanced protection from vandalism and daily wear and tear, while also featuring an industry leading ambient temperature rating of -40°C to +50°C, with the charger performing exceptionally well in cold weather climates. Combined with a hardware architecture that automatically derates critical components when they are pushed to their extreme (as opposed to reaching failure point as is the case with other manufactures products), these features equate to reduced O&M requirements for station owners and increased station uptime.
- Cable Management - integrated cable hangers and charging connector holsters that are functional and ergonomic to operate. The location of cable holsters is on the side of the station enclosure, where they are protected and sheltered from the weather, which can otherwise impact operation (especially in cold climates where freezing rain is a consideration). The holsters are designed to make it very easy for users to stow the connectors, avoiding the fragile components from being dropped on the ground which can otherwise lead to equipment failure overtime and increased O&M obligations for station owners. An optional retractable cable management system is also available for the SmartDC 50kW model, which automatically retracts the charging cables through an integrated counterweight system.
- Reliable - proven reliability with over seven hundred and fifty (750) installations across Canada and the United States; meaning the product is already well established in the market and a low-risk equipment selection for Sourcewell participating entities. Reliability is achieved through the unique system architecture including power module design, rugged aluminum enclosure (NEMA 3R) designed to withstand all weather environments, and special climate control system which prevents dust build up and exhausts hot air downwards to prevent snow buildup in winter conditions.
- Maintenance – modular architecture has been applied where practical to facilitate easy maintenance and servicing. All the major power electronics are housed together and accessible via an access door located on the front of the SmartDC. This design makes it convenient for maintenance (both time and complexities) and in the event of equipment failure, all major components including Power Modules are field swappable.

Please see Attachment E for a complete list of manufacturer documentation for the SmartDC charging station.

Category - Charging Station Warranty:

All FLO charging stations are supplied with a one (1)-year manufacturer warranty from FLO's parent company AddEnergie, with the costs included in the equipment supply covering parts and onsite labour. In addition, an extended warranty program



is also available to Sourcewell participating entities for up to five (5) years total coverage.

FLO's warranty is very comprehensive, includes support for both product, parts and on-site labor, and is not subject to any additional costs to activate such as a separate site validation fee. This complete warrant service provides station owners with peace-of-mind that FLO will deliver ongoing support for the charging stations, including remote proactive monitoring and fault detection, unlimited call centre support, dispatch and management of field technicians, prompt repair or replacement of parts or the entire charger, and a commitment to maintain exemplary service level and equipment uptime. FLO's targeted equipment uptime is 98.5%+ and has continuously been achieved across several years of reporting.

FLO handles all product related inquiries including RMAs and warranty claims directly with station owners and has a comprehensive warranty and service program available to support Sourcewell participating entities. FLO's Deployment and Support team provide frontline support for equipment warranty, field service, and equipment repairs with a dedicated team responsible for analyzing charging station failures, engaging station owners, and arranging on-site interventions. Key steps involved in the warranty and RMA process include:

- Station owners who require assistance with a charging station product are required to take note of the equipment serial number and contact FLO's customer service team to request a Warranty Claim (Ph: 1-877-505-2674 #297 or email at ds.support@flo.com).
- A FLO representative will ask for a description of the reported issue, together with any photographic evidence that can be used to process the Warranty claim and will provide a support ticket number.
- FLO's team will validate the Warranty Claim against the serial number. The team will conduct a thorough review and diagnose the problem, determine corrective action to be taken and document the failure, cause, corrective action, and parts needed for replacement.
- Parts under warranty will be shipped and FLO's Deployment and Support team will work directly with the station owner to resolve the field issue.
- Parts not under warranty will be quoted and ordered only upon approval by authorized station owner representatives.
- Following the repair, FLO will engage the station owner to ensure the case has been resolved and the charging station is back online.

Further detail on FLO's Level 2 and SmartDC warranty is provided in Attachment D supporting this submission.

#### Category – Charging Station Maintenance:

To maximize the warranty and lifetime of charging stations, FLO provides access to maintenance services including preventative maintenance to support the equipment warranty, as well as overseeing on-site field interventions to return equipment to operational status in the event of equipment failure.

To streamline maintenance and reduce the obligations on station owners as it relates to station management, FLO will proactively monitor all networked charging stations. Health and status updates are continuously available through an equipment heartbeat that provides a stream of information from sensors inside the charging station architecture on essential data points such as the live status (available, in-use, unknown, offline), temperature, connectivity index, power module data, and much more. The information is automatically updated and displayed in near real-time and available for analysis by FLO's team of experts at our Network Operations Centre (NOC). FLO will remotely detect performance anomalies with the team having access to powerful analytics tools to help diagnose potential failures and attempt to remotely correct the issue as a first line of defense. The team can obtain a report on the status of various components deep inside a charging station architecture, leading to a precise diagnosis of a potential hardware failure, while eliminating other critical components from further examination. This functionality contributes directly to cost savings in the operation and maintenance of equipment by either avoiding the need to go onsite through correcting the issue remotely or determining what the failure is remotely to guide field technicians and reduce time spent onsite.

#### Corrective maintenance:

When FLO is alerted to an equipment failure that requires corrective maintenance, FLO will notify the Sourcewell participating entities acknowledging the potential fault and identifying that the charging station should be taken "out of service". This action



will ensure EV drivers are alerted to the service interruption so that they can plan an alternative location to charge. FLO's Deployment and Support team will prepare a workorder that documents the equipment failure observed and provides a recommendation on the path to resolution. FLO will provide support to dispatch a qualified technician to conduct the repair and return the charging station to service under the supervision of FLO's Deployment and Support team. FLO can support the Sourcewell participating entities by providing access to a network of qualified and experienced O&M providers who we work with to maintain FLO's network of charging stations across the United States and Canada.

**Preventative maintenance:**

In terms of preventative maintenance support, FLO's Level 2 charging station do not require any specific preventative maintenance to maintain the equipment warranty. FLO's general recommendation is to perform a routine visual inspection of the equipment (once or twice per year) looking for noticeable signs of wear and tear, and to conduct occasional exterior cleaning to remove dirt and dust which may build up overtime. These basic tasks can be undertaken directly by the station owner and FLO's Deployment and Support team can help with training and work with Sourcewell participating entities to ensure they are comfortable with performing these activities.

For the SmartDC Fast Charger, preventative maintenance must be performed as a condition of the product warranty based on the following schedule:

- At least every year (starting at shipping date of the product); or
- Every 1,000 operating cycles; or
- Every 300 hours of use

Preventative maintenance for the SmartDC must be performed by a qualified FLO technician and may either be conducted directly by FLO or through leveraging the expertise of one of our national O&M providers who are trained and qualified to work with FLO's products. Under normal circumstances, a preventative maintenance visit will be scheduled to occur outside of normal operating hours and takes approximately two hours to complete. The frequency of preventive maintenance is entirely dependent on charger utilization with the majority of site requiring a maintenance visit once per annum. FLO has a standard O&M training plan that is leveraged and focuses on knowledge transfer and task definition to ensure field crew are competent to perform the necessary O&M procedures in support of the SmartDC preventative maintenance requirements. The training plan is managed by FLO's Deployment and Support team, who oversee the network of O&M providers.

**Category - Global Management Services:**

In addition to the supply of charging stations, FLO will provide access to Global Management Services (GMS) to enable network connectivity, charging station management, operational performance guarantees, together with ongoing support for EV driver to access the charging services. Key product features and the benefits of GMS for Sourcewell participating entities include:

- Communication Gateway – FLO will provide ongoing support for a Communication Gateway, to enable network connectivity which is primarily achieved through a 4G/LTE Sim card service. The Gateway is modular, which is a significant advantage to station owners as it avoids the costly part of the equipment becoming obsolete as cellular technology evolves (this would be the case where the gateway is integrated into the head unit as with other vendors hardware). The gateway can be simply swapped out in the field in a matter of minutes, extending the longevity of the charging stations and reducing operational costs.
- 24/7 Frontline Phone Support – FLO provides 24/7 phone support to ensure station owners and EV drivers can obtain immediate assistance with their charging experience. Call center representatives can support inquiries relating to:
  - Difficulty with operating a charging station
  - General troubleshooting – how to use the charger, what connector fits their vehicle, etc.
  - Driver account inquiries
  - Towing services
  - Billing services, etc.

Most issues or questions directed to the Call center representatives can be resolved immediately since the frontline support agent has access to both a knowledge base and a network management tool that can be used to modify settings and reboot the station.

- Third-party integration –All networked FLO charging stations supplied to Sourcewell participating entities will support interoperability with third-party applications including EV driver roaming with other major EV charging network

operators, vehicle navigation systems, and charging map aggregators such as PlugShare. This functionality will be beneficial particularly as it relates to ensuring a large audience of EV drivers can access the charging stations. Some of the key roaming agreements FLO has in place include ChargePoint, Greenlots, Electric Circuit, eCharge network, BC Hydro EV and more.

- Equipment heartbeat - All networked charging station display health and status updates through an equipment heartbeat that provides a continuous stream of information from sensors inside the charging station architecture on essential data points such as the live status (available, in-use, unknown, offline), temperature, connectivity index, and much more. The information is updated in near real-time speed and available to view by station owners through access to the Owner Web Portal.
- Proactive monitoring – FLO will proactively monitor all charging stations to support station owners with front-line station management. FLO will detect changes in status of a charging station in real-time through automated notifications and a live Dashboard, with the team able to respond to potential equipment failure and start the path to resolution immediately. The monitoring functions and control that FLO has over the charging stations enables the team to eliminate faults and reduce the need to go on site through performing tasks such as completing a deep reset of various components within a charging station. Where a failure does require a site intervention, FLO can notify the Sourcewell member with remote diagnosis identifying the likely cause of the failure and eliminating variables, saving time and costs.

Driver Web Portal and Mobile App – FLO connects thousands of EV drivers with charging stations and provides tools and services to manage the EV charging experience. Station owners can have access to a customized and uniquely Driver Web Portal and Mobile App that Users (EV drivers) can register for an account to manage access to the charging stations including billing and activation services. Drivers can register in a matter of minutes by downloading the Mobile App which is available in the Apple App and Android stores. As outlined by the images below, drivers are provided with access to the Driver Web Portal, which is a unique interface to manage charging preferences.

- Owner Web Portal - As part of the onboarding and commissioning process, Sourcewell participating entities will be granted access to the FLO Owner Web Portal, which is an asset management tool to monitor and manage the charging station operation and performance. FLO's Owner Web Portal can be used to track the equipment heartbeat data with real-time notifications on the status of a charging station and any anomalies reported during a charging event. A comprehensive report module is also integrated with historical charging session activity data. Please see Attachment I for an overview of the Owner Web Portal.
- Charging Station Billing services – FLO's network features a PCI-DSS compliant payment system that provides station owners with flexibility to either offer the charging station at no cost to EV drivers or based on a customized pricing policy. Pricing modes can be based on parameters such as time, session, or energy transfer, with FLO handling the entire billing process on behalf of station owners including revenue collections, remittance, tax and reporting.
- Customer Service – FLO's network operations center will be available to support Sourcewell participating entities 7-days a week (Monday-Sunday, 7 am - 9 pm EST) with the team able to rapidly respond to charging station issues and coordinate field interventions.
- Data hosting– FLO's network management applications are hosted by Microsoft Azure data centres which are physically located in Canada and the United States (two networks are operated based on country of origin).
- Cyber security – FLO has a holistic approach to cybersecurity focused on all aspects of the organisation including people, processes, secure practices, and education towards attaining a solid security culture. FLO has implemented Microsoft Azure's suite of digital security products (B2C, Network Security Group, DDoS protection) to support the platform and all data is encrypted at rest using the AES-128/256 encryption formats and while on-flight protected with TLS 1.2 links.
- Remote updates – Due to the high degree of vertical integration that is present in FLO's architecture, the solution maximizes the level of interoperability between the charging hardware and network management system, leading to significantly more remote management and operational capabilities. While GMS is activated for the charging stations, station owners benefit from access to new firmware, fixes and patches which are routinely transferred to the network of charging stations via over-the-air updates. Firmware and software enhancements are particularly relevant in the EV charging industry as this can help maintain equipment compatibility with new EV models coming to market, reducing the need to go onsite

		<p>to upgrade or replace components.</p> <ul style="list-style-type: none"> <li>Commissioning - FLO will support Sourcewell participating entities to connect the charging stations with GMS and maintain the network connectivity for the communication gateway. The commissioning process covers two major steps: <ul style="list-style-type: none"> <li>a. Pre-commissioning - A communication gateway will be provisioned for each site at FLO's manufacturing plant. The gateway is designed to connect the charging stations with FLO's network using LTE/4G wireless broadband communication.</li> <li>b. Installation-commissioning – An onboarding team at FLO's Network Operations Center will be available to provide remote assistance to station owners and the installation team to configure and activate the charging station based on unique preferences. An online commissioning form will support the station owner to prepare each site for installation, and FLO will configure the station settings to match these requirements. Commissioning steps include: <ul style="list-style-type: none"> <li>Validating and troubleshooting network connectivity;</li> <li>Applying any new firmware updates when applicable;</li> <li>Clearing alarms and preparing the station for activation;</li> <li>Configuring the stations with unique preferences;</li> <li>Notifying the station owner and third-party stakeholders of successful station activation; and</li> <li>Onboarding stakeholders with training services.</li> </ul> </li> </ul> </li> </ul> <p>Further details on FLO's GMS terms of service are provided in Attachment J supporting this submission.</p>	
68	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>The following subcategories identify the various hardware and associated services that support FLO's EV charging solution:</p> <ul style="list-style-type: none"> <li>I. Supply of EV Charging equipment: <ul style="list-style-type: none"> <li>o Level 2 (non-networked)</li> <li>o Level 2 (networked)</li> <li>o DCFC (networked)</li> </ul> </li> <li>II. Warranty and extended warranty program</li> <li>III. Maintenance (preventative and corrective services)</li> <li>IV. Global Management Services</li> <li>V. Support with site selection and Installation</li> </ul>	*

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

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

Line Item	Category or Type	Offered *	Description / Comments *	
69	Non-network electric vehicle charging hardware	<input checked="" type="radio"/> Yes <input type="radio"/> No	FLO's G5 charging station is offered as a non-networked Level 2 charging station.	*
70	Network electric vehicle charging hardware	<input checked="" type="radio"/> Yes <input type="radio"/> No	A range of networked EV charging stations are offered by FLO to Sourcewell participating entities including Level 2 and DCFC products.	*
71	Services related to electric vehicle charging hardware (refer to RFP Section II. B. 1. b.)	<input checked="" type="radio"/> Yes <input type="radio"/> No	A range of services are offered in support of FLO's charging stations. Services include: <ul style="list-style-type: none"> <li>Equipment warranty - All FLO charging stations are support by a one (1) year warranty included in the equipment cost. A comprehensive extended warranty program is also available including support for products, parts and on-site labor for up to five years total coverage.</li> <li>Corrective and preventative maintenance services are available to maintain the equipment warranty and in the event of equipment failure where onsite work is required to return the charging station to operation.</li> <li>FLO has a comprehensive spare parts strategy which includes a central repository and regional storage locations associated with our service hubs. FLO also makes spare parts available for station owners to order and stock independently.</li> <li>Training is available to customers including an archive of videos covering FLO's products and services, together with live demonstrations and training for customers who wish to participate in performing some of the operation and maintenance activities</li> </ul>	*
72	Site assessment, site preparation and materials, and installation services related to electric vehicle charging hardware	<input checked="" type="radio"/> Yes <input type="radio"/> No	FLO does not directly perform installation services. In our experience, it is more advantageous to enable FLO's charging stations to be installed independently by the station owner, who can select their own electrical contractor and have control over the costs and scope of works associated with the installation process. FLO can support the installation process including: <ul style="list-style-type: none"> <li>FLO's Application Engineering Team will work with customers and any other relevant stakeholders to develop a streamlined workplan for the equipment supply and commissioning process.</li> <li>FLO's Deployment and Support Team will work with customers and their preferred Electrical Contractor to ensure the installation process is carried out in an efficient manner and consistent with the installation guides available for each charging station model.</li> </ul> <p>Where a customer requires assistance with the installation process, FLO can provide guidance for a trained and qualified electrical contractor who is familiar with EV charging installation services. We typically suggest a contractor who has completed the EV Infrastructure Training Program and that is part of our O&amp;M network.</p>	*
73	Network service provider or operator	<input checked="" type="radio"/> Yes <input type="radio"/> No	In support of the charging stations, FLO acts as a network service provided for Sourcewell participating entities (station owners) and EV drivers. Key activities that FLO undertakes as a network service provider includes ongoing support for a communication gateway to enable hardware connectivity, 24/7 EV driver phone support, proactive station monitoring and frontline customer service, EV driver roaming, billing and revenue remittance, charger access control, energy management functionality etc.	*
74	Charge monitoring, reporting, or billing services	<input checked="" type="radio"/> Yes <input type="radio"/> No	FLO's networked charging stations are connected to the network management system via a telecommunications gateway which enables real-time charger monitoring, data collection and reporting services. The network connectivity also supports station owners to setup and manage a billing mode, which is applied to the charging station so that EV drivers are required to pay the applicable fee for access to the service. FLO manages the billing services from end-to-end including revenue remittance.	*
75	Grid or power management solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	FLO's power management capabilities include options for load balancing which is available in various formats across the product line. We have performance standards for PowerSharing so that multiple charging stations can share a circuit or electrical panel, as well as PowerLimiting to reduce the total output of a group of charging station which maybe set based on time of day or interaction with an external device via API such as a building management system or utility demand response program.	*

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
76	Describe the process for installation of your products or services and explain the method of quotation, as applicable.	<p>FLO is an EV charging manufacturer and network operator and does not directly perform installation services to support the charging stations. However, we have become accustomed to working with and managing third-party trades (e.g. engineers, civil crews, electrical contractors) to ensure the most optimal and professional installation and maintenance services are provided as part of the deployment and ongoing operations of FLO's charging stations. The approach FLO takes to installation services and engagement with a third-party electrical subcontractor has been a successful model we have executed for more than a decade. A key design element that is present in all FLO charging stations is a focus on ensuring the installation process is simple and convenient to complete and supported by a comprehensive set of installation guides. This approach has been essential for our primary go to market channel, that being through a United States and Canada wide network of dealers who are primarily electrical wholesales and distributors; meaning that virtually any certified electrical contractor has access to purchase and install FLO's products.</p> <p>In support of this channel strategy, FLO employs a dedicated team of technical experts who support the trades through direct field visits, phone, email, and online resource consultation. The value of this approach is that FLO can bring all our knowledge and experience with deploying EV charging services and combine this with a customer's preferred electrical contractor who understands the dynamics of installation services in the local context and can work closely with FLO to complete the installation phase of the project. The customer can then handle quotations for installation services independently which also puts them in control over costs. As part of this strategy, FLO will provide access to technical experts who can support Sourcewell participating entities including:</p> <ul style="list-style-type: none"> <li>• FLO's Application Engineering Team will work with customers and any other relevant stakeholders to develop a streamlined workplan for the equipment supply and commissioning process.</li> <li>• FLO's Deployment and Support Team will work with customers and their preferred Electrical Contractor to ensure the installation process is carried out in an efficient manner and consistent with the installation guides available for each charging station model.</li> </ul> <p>Access to FLO's dedicated team of technical experts to support installation services is provided at no additional cost.</p>
77	If your proposal includes delivery of services by prequalified contractors, describe your method of prequalification. State how prequalified contractors will be identified or selected by Sourcewell Participating Entities in the event of contract award.	<p>FLO relies on a combination of direct employees and prequalified contractors to provide support for onsite maintenance activities that maybe required to maintain the charging station equipment warranty (preventative maintenance) or in the event of equipment failure (corrective maintenance).</p> <p>In territories where FLO has significant operational footprint, we employ service personal to perform the maintenance work directly. For example, in California where we have a growing network presence and a large Level 2 charging station deployment with the City of Los Angeles, FLO has engaged a service technician on a fulltime basis to provide field support. For locations where FLO has yet to establish a significant footprint, we rely on a network of prequalified contractors who are experienced and trained to perform maintenance services for FLO's charging stations. The prequalification process to become a registered contractor with FLO is managed by the Deployment and Support team, who perform background checks based on the following requirements:</p> <ul style="list-style-type: none"> <li>• More than three (3) years industry experience operating as a business in the target region.</li> <li>• Working examples of installing EV charging stations or similar products and services.</li> <li>• A minimum of (3) three customer references</li> <li>• Depending on the territory, certification from the EV infrastructure training program which operates in both the US and Canada, as well as membership to any regional initiatives such an Alliance of Energy Professionals.</li> <li>• Completion of training modules for FLO's products and services.</li> </ul>

78	Identify the data collected during the initial installation of your equipment, products, or services. Identify the data collected when your equipment, products, and services are accessed by an end-user.	<p>As part of FLO's commissioning process for the charging stations, FLO collects data from the station owner to enable our network operations team to accurately configure the charging station. Data collected includes:</p> <ul style="list-style-type: none"> <li>• Customer name</li> <li>• Customer Address</li> <li>• Customer contact details including phone and email</li> <li>• GPS coordinates for the charging station</li> <li>• Billing mode to be configured for the charging station</li> <li>• Bank account information</li> <li>• Energy management details including power sharing and limiting</li> <li>• Approximate date of installation</li> </ul> <p>When the charging station is accessed by an EV driver, the following information is collected during a charging session:</p> <ul style="list-style-type: none"> <li>• Station ID and site name where the charging session occurred;</li> <li>• Unique identifier for the charging session;</li> <li>• Session start and end time;</li> <li>• User account and card identifier (for FLO Account holders);</li> <li>• User's home network (for roaming partners);</li> <li>• Connection duration;</li> <li>• Type of connector used;</li> <li>• EV's state of charge at start and end of session (for DC stations);</li> <li>• Charging station metering data 5-minute interval energy dispensed (kWh) and 5-minute interval max power output – per station and for whole site(kW).</li> <li>• Reason charging session ended;</li> <li>• Cost of charging session; and</li> <li>• Total energy dispensed.</li> </ul>
79	Identify the storage location for all data collected in the use of your equipment, products, or services. Describe applicable data security measures and identify any services performed outside the US or Canada, as applicable.	<p>All data collected on FLO's network is securely stored using Microsoft Azure data centres. FLO operates two instances of the network management system, with each instance based on country of origin for the customer (station owners and EV drivers) and separated by the United States and Canada. For example, FLO's Canadian customer data is hosted by the Microsoft East Data Centre in Quebec City as the primary data storage location and the Central Data Centre in Toronto as a secondary backup data storage location for disaster recovery. No services relating to data collection and storage are performed outside of either Canada or the United States.</p> <p>FLO has implemented Microsoft Azure's suite of digital security products (B2C, Network Security Group, DDoS protection) to support the platform. Azure services use FIPS 140-2 approved algorithms for data security with data at rest encrypted using the AES-128/256 encryption formats and data in transit encrypted using TLS 1.2 links and HTTPS. Unique identifiers are used for user accounts and member information in lieu of personal data and no personal information of users is provided to charging station owners.</p>

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

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

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

## Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed

by Sourcewell.

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

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

- [Financial Strength and Stability](#) - Attachment A and B - Evidence of FLO financial stability.pdf - Thursday April 22, 2021 00:50:08
- [Marketing Plan/Samples](#) - Attachment C - FLO Digital Marketing Campaigns.pdf - Thursday April 22, 2021 00:29:02
- [WMBE/MBE/SBE or Related Certificates](#) - Related Certifications of Partners.pdf - Thursday April 22, 2021 11:10:17
- [Warranty Information](#) - Attachment D - FLO Product Warranties.pdf - Thursday April 22, 2021 00:30:49
- [Pricing](#) - FLO Pricebook for Sourcewell RFP.pdf - Thursday April 22, 2021 10:54:42
- [Upload Additional Document](#) - All FLO Attachments.pdf - Thursday April 22, 2021 00:46:34



## 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. - Alexandre Louis, VP Sales and Customer Experience, FLO Services USA, Inc. d/b in California as FLO Charging Solutions USA Inc.

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

☒ Yes ☐ No

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

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

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