



ADVANTAGE CONTRACT #: 18P 25081800000000000030	
COMMODITY/SERVICE DESCRIPTION: EV Charging Stations, Level 2, Network and Non-Network	
START DATE: 8/20/2026	END DATE: 7/20/2026

This Contract is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Office of State Procurement Services		
ADDRESS: 111 Sewall St., 4 <sup>th</sup> Floor Burton Cross Office Building, SHS# 9		
CITY: Augusta	STATE: ME	ZIP CODE: 04333-009
PROVIDER		
PROVIDER NAME: Livingston Energy Group LLC dba Lynkwell		
ADDRESS: 2345 Maxon Rd Ext Suite 1		
CITY: Schenectady	STATE: NY	ZIP CODE: 12308
PROVIDER'S VENDOR CUSTOMER #: VS0000030713		

Each signatory below represents that the person has the requisite authority to enter into this Contract.

Department Representative:

Provider Representative:

DocuSigned by:  
  
 066BBD96EE5347F...

Signed by:  
  
 5266498FF77D4C9...

Michelle Fournier, Procurement Planning  
 Manager  
 Date 8/18/2025

Will DeRuve, VP, North America Sales  
 Date 8/18/2025

*The contract is fully executed when all parties sign and funds have been encumbered. Upon final approval by the Office of State Procurement Services, a case details page will be made part of this contract.*

**DEPARTMENT AND PROVIDER POINT OF CONTACT and PROCUREMENT METHOD**

PROCUREMENT SERVICES MA MANGER: The Procurement Services MA Manager manages the MA contract documents. All other communication is to be with the agency the services were provided to.

NAME: Thomas Paquette

EMAIL: [Thomas.Paquette@maine.gov](mailto:Thomas.Paquette@maine.gov)

TELEPHONE: 207-624-7890

PROVIDER CONTACT: The Provider 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 Provider contact person. The Provider contact person for this MA is:

NAME: Wil DeRuve

EMAIL: [wderuve@lynkwell.com](mailto:wderuve@lynkwell.com)

TELEPHONE: 518-691-3679

Any changes to the individuals identified above may be changed at any time through written notice by either party.

**Master Agreement (MA) procurement method:** Sourcewell 042221-LIV

**TABLE OF RIDERS**

The following riders are hereby incorporated into this Contract and made part of it by reference.	
<input checked="" type="checkbox"/>	RIDER A – Specifications and User Information
<input checked="" type="checkbox"/>	RIDER B – Terms and Conditions
<input type="checkbox"/>	RIDER C – Exceptions
<input checked="" type="checkbox"/>	RIDER D – Responsible Bidder Certification
<input checked="" type="checkbox"/>	Sourcewell contract 042221-LIV and associated extensions

**RIDER A: SPECIFICATIONS AND USER INFORMATION****TABLE OF CONTENTS**

- I. CONTRACT PERIOD
- II. COMMODITY
- III. CONTRACTED PRICING/RATES
- IV. AUTHORIZED USERS

**I. CONTRACT PERIOD:**

August 20, 2025 through July 20, 2026. If Sourcewell signs an extension of contract 042221-LIV Maine will review the need and quality of product and service and may seek an extension.

**II. COMMODITY:** EV Charging Stations, Level 2, Network and Non-Network

All commodities and services covered by Sourcewell contract 042221-LIV are included.

**III. CONTRACTED PRICING/RATES**

Contracted pricing associated with Sourcewell contract 042221-LIV will be honored. Vendor can provide additional discounts, vendor cannot charge more than the Sourcewell contracted pricing.

**IV. AUTHORIZED USERS:****State of Maine Departments authorized to utilize this MA contract:**

All State of Maine Departments, Agencies

**Municipalities, political subdivisions, and school districts in Maine:**

- Are NOT permitted to utilize this MA.
- Are permitted to utilize this MA as written.

**RIDER B: TERMS and CONDITIONS**

**1. 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.

All invoices must include the following:

- A. Advantage Contract numbers for this contract.
- B. Vendor Code number assigned when registering as a vendor with the State of Maine. This number appears on all Contracts and Purchase Orders and can be acquired from the agency contact.
- C. Itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State.
- D. In cases where hourly rates of contracted resources are concerned, invoices must contain a copy or copies of time sheets associated with that invoice. Time sheets will need to be reviewed and approved by the State's contract administrator.

- 2. BENEFITS AND DEDUCTIONS.** If the Provider is an individual, the Provider understands and agrees that they are 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 their Income Tax records.
- 3. 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.
- 4. DEPARTMENT'S REPRESENTATIVE.** The Contract Administrator shall be the Department's representative during the period of this Contract. The Contract Administrator has authority to curtail services if necessary to ensure proper execution. They shall certify to the Department when payments under the Contract are due and the amounts to be paid. They shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
- 5. 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 Procurement Review Committee. Said amendment must be effective prior to the execution of the changed work.
- 6. SUB-CONTRACTORS.** The Provider may not enter into any subcontract for the work to be performed under this Contract without the express written consent of the Department. This

provision shall not apply to contracts of employment between the Provider and its employees.

The Provider is solely responsible for the performance of work under this Contract. The approval of the Department for the Provider to subcontract for work under this Contract shall not relieve the Provider in any way of its responsibility for performance of the work.

All Subcontractors shall be bound by the terms and conditions set forth in this Contract. The Provider shall give the State immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Contract, or which may affect the performance of duties under this Contract.

7. **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 the written request and written approval from the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work or liability under this Contract.
8. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Contract, the Provider certifies 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, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity, unless related to a bona fide occupational qualification.

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, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity.
  - C. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - D. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights, etc.) 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. 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.

- 9. CONFLICT OF INTEREST.** The Provider warrants that no State employee has or will receive any direct or indirect pecuniary interest in or receive or be eligible to receive, directly or indirectly, any benefit that may arise from this Contract, for any employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

The Provider certifies that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of its services hereunder. The Provider further certifies that in the performance of this Contract, no person having any such known interests shall be employed.

- 10. EMPLOYMENT AND PERSONNEL.** The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any executive employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

- 11. NON-COLLUSION.** 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 of this Contract.

And, the Provider has 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.

For breach or violation of this provision, the Department shall have the right to terminate this Contract without liability or, at its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

- 12. ACCESS TO RECORDS.** As a condition of accepting a Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or

commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

- 13. TERMINATION.** The performance of work under this 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 affected by the delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective.

Either party may terminate this Contract for cause by providing a written notice of termination stating the reason for the termination a minimum of thirty (30) calendar day ahead of the effective date of the termination. As part of the thirty (30) calendar days written notice of termination, the defaulting party shall have fifteen (15) calendar days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) calendar 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 within the initial fifteen (15) calendar days.

Upon termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination.

- 14. GOVERNMENTAL REQUIREMENTS.** The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws and regulations.
- 15. 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 the State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
- 16. 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.

- 17. NOTICE OF CLAIMS.** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to this Contract or which may affect the performance of duties under this Contract, and prompt notice of any claim made against the Provider by any Subcontractor which may result in litigation related in any way to this Contract or which may affect the performance of duties under this Contract.
- 18. APPROVAL.** This Contract must be approved by the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
- 19. INSURANCE REQUIREMENT.** 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.
- A. Other Provisions - Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:
- i. The Provider’s insurance coverage shall be the primary and contributory. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider’s insurance and shall not contribute to it.
  - ii. The Provider’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
  - iii. The Provider shall furnish the Department with certificates of insurance, and with those endorsements, if any, affecting coverage, required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Contract commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.
  - iv. All policies should contain a revised cancellation clause allowing thirty (30) days notice to the Department in the event of cancellation for any reason, including nonpayment.
  - v. The Department will not grant the Provider, or any sub-contractor of the Provider, “Additional Insured” status and the Department will not grant any Provider a “Waiver of Subrogation”.
- 20. NON-APPROPRIATION.** Notwithstanding any other provision of this Contract, if the State does not receive sufficient State, Federal, or other sources of 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 State or Federal legislative, executive or judicial bodies, then the State is not obligated to make payment under this Contract.

**21. 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.

**22. ORDER OF PRECEDENCE.** In the event of a conflict between the documents comprising this Contract, the Order of Precedence shall be:

- Rider C Exceptions
- Rider B Terms and Conditions
- Rider A Scope of Work
- Funding 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

**23. 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, pandemic 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.

**24. 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 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.

**25. 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.

**26. 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.

**27. DEBARMENT AND PERFORMANCE 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.

**28. STATE PROPERTY.** The Provider shall be responsible for the proper custody, care and return of any Department or State-owned property furnished or state-funded for the Provider's use in connection with the performance of this Contract, and the Provider will reimburse the Department for its loss or damage, normal wear and tear excepted.

**29. CYBERSECURITY AND PROHIBITED TECHNOLOGIES.** Through the execution of this contract, the Provider certifies that the aforementioned organization, its principals and any subcontractors named in this Contract:

- A. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, Title 5 M.R.S. §2021 (3); and
- B. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, Title 5 M.R.S. §2030-B.

Contracts entered into by a state agency in violation of Title 5 M.R.S. §2030-B are void. A person who executes this contract in violation of this section commits a civil violation for which

a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, (Title 5 M.R.S., §2030-A).

### 30. CONFIDENTIALITY.

- A. Subject to the Maine Freedom of Access Act (FOAA), [Title 1 M.R.S. §400](#) et seq., “confidential information” means non-public information designated as protected from disclosure under state or federal law. Confidential information given to the Provider by the Department, or acquired by the Provider on behalf of the Department, whether in verbal, written, electronic, or any other format, shall be subject to the requirements herein. The term “confidential information” does not include any information or documentation that is subject to disclosure under FOAA.
- B. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Contract.
- C. In the event of a breach of this confidentiality provision, the Provider shall notify the Contract Administrator immediately.
- D. The Provider shall comply with the [Maine Public Law, Title 10, Chapter 210-B \(Notice of Risk to Personal Data Act\)](#).

**31. TARIFFS.** Any price increases implemented by the provider due to the imposition of tariffs shall remain in effect only for the duration that such tariffs are in place. In the event of the repeal or reduction of any applicable tariff(s), the provider shall immediately return to the original price list or make a proportional reduction in the price to reflect the decrease in tariff(s). Price adjustments under this clause shall be made in good faith and without undue delay upon confirmation via documents reflecting tariff changes.

**RIDER C: EXCEPTIONS TO RIDER B**

Enter the exceptions here, if applicable. If not applicable, delete this page or enter "N/A" **and** make sure Rider C is not checked in the Table of Riders section.

**RIDER D: RESPONSIBLE BIDDER CERTIFICATION**

*By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:*

- 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:*
  - v. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
  - vi. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
  - vii. 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*
  - viii. 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.*

- Failure to provide this certification may result in the disqualification of the Bidder’s proposal, at the discretion of the Department.**

*To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.*

Name: Wil DeRuve	Title: VP of North American Sales
Authorized Signature: <div style="border: 1px solid black; border-radius: 10px; padding: 5px; display: inline-block; margin-left: 20px;">                     Signed by:                        5266498FF77D4C9...                 </div>	Date: 8/18/2025



### CONTRACT EXTENSION

**Contract Number: 042221-LIV**

Sourcewell  
202 12th Street Northeast  
P.O. Box 219  
Staples, MN 56479  
(Sourcewell)

and

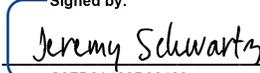
Livingston Charge Port  
2345 Maxon Rd Ext Ste 1  
  
Schenectady, New York 12308-1105  
(Vendor)

have entered into Contract Number: 042221-LIV  
for the procurement of: Electric Vehicle Supply Equipment and Related Services

The Contract has an expiration date of 2025-07-20 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2026-07-20 . All other terms and conditions of the Contract remain in full force and effect.

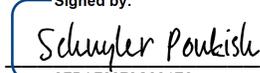
Sourcewell

Signed by:  
  
C0FD2A139D06489  
Authorized Signature

Jeremy Schwartz  
Name

Chief Operating and Procurement Officer  
Title

12/18/2024 | 10:57 AM CST  
Date

Signed by:  
  
3FDAE3878C824E6...  
Authorized Signature

Schuyler Poukish  
Name

CEO  
Title

12/20/2024 | 8:00 AM CST  
Date

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Livingston Energy Group, LLC, DBA Livingston Charge Port, 2345 Maxon Road Extension, Suite 1, Schenectady, NY 12308 (Vendor).

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

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

**1. TERM OF CONTRACT**

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

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

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

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

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

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

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

### **3. PRICING**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

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

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

The Report must contain the following fields:

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

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

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

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

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

### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

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

## 11. LIABILITY

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

## 12. GOVERNMENT DATA PRACTICES

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

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

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

### A. INTELLECTUAL PROPERTY

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

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

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

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

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

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

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

## 15. FORCE MAJEURE

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

## 16. SEVERABILITY

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

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:  
\$2,000,000

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

Minimum limits:  
\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

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

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

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

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

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

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

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

## **19. COMPLIANCE**

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

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

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

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

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

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

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

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

Livingston Energy Group, LLC  
DBA Livingston Charge Port

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 7/15/2021 | 11:55 AM CDT

DocuSigned by:  
*Schuyler Poukish*  
By: AAF47A4523C2467...  
Schuyler Poukish  
Title: Owner/Partner  
Date: 7/15/2021 | 12:09 PM CDT

Approved:

DocuSigned by:  
*Chad Coquette*  
By: 7E42B8F817A64CC...  
Chad Coquette  
Title: Executive Director/CEO  
Date: 7/15/2021 | 1:53 PM CDT

# RFP 042221 - Electric Vehicle Supply Equipment and Related Services

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## Vendor Details

Company Name: Livingston Energy Group, LLC  
2345 Maxon Rd Ext Ste. 1  
Address: Schenectady, New York 12308  
Contact: Dragana Thibault  
Email: dragana@solution.energy  
Phone: 518-350-3840  
Fax: 844-623-1001  
HST#:

## Submission Details

Created On: Thursday March 04, 2021 11:09:07  
Submitted On: Thursday April 22, 2021 16:26:29  
Submitted By: Dragana Thibault  
Email: dragana@solution.energy  
Transaction #: 0147fbc0-5b5f-413c-88fc-0eb9404a087a  
Submitter's IP Address: 172.100.112.247

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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):	Livingston Energy Group, LLC DBA: Livingston Charge Port
2	Proposer Address:	2345 Maxon Rd Extension Suite 1, Schenectady, NY 12308
3	Proposer website address:	<a href="https://www.solution.energy/">https://www.solution.energy/</a>
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):	Schuyler Poukish Owner/Partner 2345 Maxon Rd Extension Suite 1, Schenectady, NY 12308 Spoukish@solution.energy (518) 691 3119 x1005
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Schuyler Poukish Owner/Partner 2345 Maxon Rd Extension Suite 1, Schenectady, NY 12308 Spoukish@solution.energy (518) 691 3119 x1005
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jason Zarillo Owner/Partner 2345 Maxon Rd Extension Suite 1, Schenectady, NY 12308 jzarillo@solution.energy (518) 691 3119 x1003

**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>Founded in 2016 by industry veterans Jason Zarillo and Schuyler Poukish, Livingston is a New York-based energy service and technology company, providing a full suite of services and equipment for the installation and management of electric vehicles (EV) charging stations and the required power and supporting infrastructure. The company has worked with utilities and government agencies to assist organizations including municipalities, institutions, developers, and owners of commercial, industrial, and high-density residential properties with the adoption of more efficient technologies including supporting EV infrastructure. The projects are deployed with minimal out-of-pocket investments as well as ongoing operating expenses for our clients. To accomplish this, we provide several services for Project Design &amp; Management and Financing &amp; Funding Assistance. In addition to the well-established charging station solutions currently offered, the company is actively committed to both hardware and software development, specifically aimed at improving both the station's property owner and driver experiences. By incorporating various models of Level II AC and DCFC equipment with custom station management and e-mobility platforms, we are utilizing this unique position to pilot new equipment technology and software modules. Livingston, along with its sister organization's staff of electrical engineers, software developers, and data analysts is in the pursuit of incremental and breakthrough developments that can be tested on the growing charging network. We are committed to bringing new technologies to the market in this rapidly growing industry through rapid development, iteration testing, and deployment. Our product/services development roadmap includes but is not limited to</p> <ul style="list-style-type: none"> <li>• Strategic planning and positioning of charging stations where multiple fleets and groups of priority vehicles could access infrastructure as directed based on need and optimization algorithms</li> <li>• Innovative AC/DC station designs and charging methods such as V2G and wireless charging</li> <li>• Supporting charging architecture including battery storage systems, on-site power generation, and DER, microgrid/grid integrations</li> <li>• Charging stations integrated with battery storage and renewables to establish an accessible network of microgrids with an aim of creating sustainable links between power and transport</li> <li>• Optimizations including power-sharing and demand response, AI-enabled control systems and utilization of machine learning mechanisms in network management, IoT smart-city and sensor deployments, predictive analytics, and open-source software integration opportunities.</li> </ul> <p>Livingston Energy Group is dedicated to enabling the future of sustainable and cost-effective EV charging infrastructure, securing a robust EV charging network for all EV charging station owners, drivers, and stakeholders.</p>
8	What are your company's expectations in the event of an award?	<p>Livingston Energy Group has already introduced the Charge Leader Program with the goal to collaborate with municipalities and counties and assist them in reaching their sustainability and emission reduction goals. In the event of an award, we expect that our partnership with Sourcewell will help us expand our outreach, and at the same time reaffirm and continue our ongoing focus to provide EV charging services to all communities Sourcewell serves. Livingston will create a sales and project development team that will work on creating a list of customers that we will market and introduce our services offered throughout our partnership with Sourcewell.</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>Please refer to the attachment "Financial information - LivingstonEnergyGroup".</p>
10	What is your US market share for the solutions that you are proposing?	<p>We have a fully unique solution suite that is not represented either as a turnkey or component service anywhere else in the United States or Canadian market. We provide the charging stations, supporting management equipment, the OCPP back-end station management platform that can be used on other providers stations, the driver mobile application, we support customer equipment and software customization requests, offer an open-source development environment with no-fee application integrations, provide installation and project management services, project funding and financing preparation and provision, and flexible ownership models that allow for client-owned, cooperatively owned, or Livingston owned station investments.</p>
11	What is your Canadian market share for the solutions that you are proposing?	<p>Please refer to answer number 10.</p>
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>Livingston Energy Group has never filed a petition for bankruptcy protection.</p>

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>Livingston can be described as a reseller/distributor, but at the same time as a manufacturer and service provider. We have a relationship with multiple manufacturers, where we do not simply purchase the equipment, but we are also requesting customization of the equipment based on the needs of our customers.</p> <p>As a service provider, we offer our Livingston Charge Port network that has the ability to obtain real-time information on the performance of the EV charging stations, manage charging status, enable dynamic pricing tools, process payments, allow enrollment in demand response programs, mitigate exposure to demand charges, allow the customer to position themselves and leverage renewables and battery systems and participate in industry-leading feature pilots with our development team and partners. In addition to this, as a service provider, we offer training and consultation services per customer request and needs, and installation services through subcontractors.</p>	*
14	<p>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>	<p>Livingston Energy Group and its partners (subcontractors) hold the required license and certification to do business. In addition to business licenses, Livingston is listed by National Grid, NYSEERDA, and others (refer to answer #27) as a certified partner for related EV Charging Infrastructure programs.</p> <p>If any agency we have not worked with before requires a specific license or certification we may not hold, our team will work on applying for such license or certification as soon as we are informed that we need it.</p> <p>The products and services offered by Livingston Energy Group are compliant with the following standards and certifications: UL Certified, UL Recognized, CAN/CSA Certified, EN, NEC 625 Compliant and Energy Star (Energy Star Partnership for certain equipment we offer), OCPP compliant, Open ADR compliant, Open ADR Alliance members and Open Charge Alliance participant.</p>	*
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Livingston Energy Group has not been listed by any federal or state authority as debarred or suspended in the past ten years.</p>	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
16	<p>Describe any relevant industry awards or recognition that your company has received in the past five years</p>	<p>We have not yet pursued any specific industry awards, are confident that this will change over time as our service offering and performance warrant professional acknowledgment in the industry. We are proud to say that we have never lost a client for whom we've established service and emphasize the importance of the customer experience in every aspect of our business.</p>	*
17	<p>What percentage of your sales are to the governmental sector in the past three years</p>	<p>2018: 18% 2019: 24% 2020: 15% 2021: Current: 78% 2021: Projected:70%</p>	*
18	<p>What percentage of your sales are to the education sector in the past three years</p>	<p>2018: 13% 2019: 2% 2020: 8% 2021: Current: 28% 2021: Projected:35%</p>	*
19	<p>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>	<p>At the present time, Livingston does not hold any state, provincial, or cooperative purchasing contracts. Our application for the Interlocal Purchasing System is currently under review. In addition to this, Livingston has signed LOI with multiple municipalities and counties for collaboration on future projects. Over the past year, we have been actively preparing and structuring to offer our products and services through these types of contracts.</p>	*
20	<p>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>	<p>Currently, Livingston does not hold any GSA contracts or Standing Offers and Supply Arrangements, but we are in the process of investigating potential opportunities. Similar to our efforts to prepare ourselves to offer our products and services in the United States, we are positioning ourselves for participating in these contracts within the Canadian provinces, and we are proud to say that our equipment has been tested for the Canadian market and has qualified and listed for incentive programs in Quebec.</p>	*

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
City of Schenectady	John Coluccio	518-857-9379
Schenectady County	Charlie Davidson	518-388-4355
Ellenville Central School District	Vince Napoli	845-647-0115

**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 Schenectady	Government	New York - NY	10 Level 2 EV Charging Stations, installation support, plus network and software services, financing assistance	10 Level 2 EV Charging Stations	\$102,000 USD
Schenectady County	Government	New York - NY	16 Level 2 EV Charging Stations, installation, plus network and software services, financing assistance	16 Level 2 EV Charging Stations	\$158,000 USD
Hudson Valley Community College	Education	New York - NY	20 Level 2 EV Charging Stations, installation, plus network and software services, financing assistance	20 Level 2 EV Charging Stations	\$202,250 USD
State University of New York at Schenectady	Education	New York - NY	26 Level 2 EV Charging Stations, installation, plus network and software services, financing assistance	26 Level 2 EV Charging Stations	\$294,000 USD
City of Gloversville	Government	New York - NY	4 Level 2 EV Charging Stations, installation, plus network and software services, financing assistance	4 Level 2 EV Charging Stations	\$41,690 USD

**Table 6: Ability to Sell and Deliver Service**

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

Line Item	Question	Response *
23	Sales force.	Our sales team is led by Steve Coons, a season sales manager for high-demand businesses such as automotive sales. Steve joined the firm in 2019 and leads the Sales Department, divided into separate Teams, each Team having a focus and knowledge about the public sector customer they will exclusively support. Adopting this approach, we are able to respond to the very specific needs of each customer. Sourcwell members will have access to the following specialized Sales Teams: State and Local Government; Federal Government; Higher Education; K-12 Education; Nonprofits and a specialized Sales Team for customers in Canada. Each sales team is provided with adequate training that will equip them with the skills and knowledge needed to address the unique challenges of each Sourcwell member. Livingston will provide training to the Sales Team, ensuring they understand the scope and benefits of the Sourcwell Agreement and will be prepared to adequately present the agreement to potential customers.

24	Dealer network or other distribution methods.	We staff an in-house B2C team responsible for selling turnkey and full suite products and services directly to clients in North America; and maintain a network of over 85 dealers/distributors that offer our products throughout the continental United States as well as Hawaii, Alaska, Quebec, and British Columbia. We offer rolling enrollment/application and training for the interested dealer and installation partners which can be found on the "Partners" portion of our webpage.	*
25	Service force.	We have a well-established Livingston Charge Port network fully supported by our trained and experienced service team. Our service team has received training in all aspects of servicing and maintaining our charging network, which training is ongoing throughout their employment. For the installation of our EV charging stations, we utilize subcontractors that must demonstrate adequate and extensive experience and undergo a training course to become an approved installer for our charging network. During the installation training, the installers are introduced to the specifications of our equipment, provided with an installation guide that will assist them in planning and preparing the site for installation and the actual installation process. A test must be passed to be approved as an installer for our charging stations.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Livingston Energy Group is the default customer service contact for both EV drivers and site-hosts (Sourcewell Member). All calls are routed to the appropriate department depending on the nature of the issue, and service agreement.</p> <p>The site host has options to contact our support team through e-mail or phone call. All calls and emails received during business hours will be addressed immediately. Calls and emails received after business hours will be addressed as soon as possible on the following business day. There are two categories of customer support queries that can arise from contact with the site host.</p> <ol style="list-style-type: none"> <li>1. For technical issues including software, platform, or network issues we handle customer service requests in-house. Technical issues should be resolved within 1-3 business days.</li> <li>2. For station maintenance or hardware issues the site-host may contact the installation partner (for issues arising during installation or within 1 week(?) from installation), or Livingston directly (for issues that arise after the units have been installed and in use for longer periods of time).             <ol style="list-style-type: none"> <li>a. Hardware issues arising during installation should be addressed immediately with the installation partner (who has access to our in-house support staff for remote troubleshooting) and resolved within 1 business day.</li> <li>b. Any station maintenance that needs to be performed after the installation has been completed will be addressed as soon as possible and should be resolved within 1 week of notification.</li> </ol> </li> </ol> <p>The EV driver has access to 24/7/365 support from Livingston Energy through our mobile application, email, social media, and web contact forms. All customer service requests are handled in-house and Livingston staff will respond to all requests for assistance within one business day from the initial contact. There are two areas where EV Drivers may need to reach out to our customer support team.</p> <ol style="list-style-type: none"> <li>3. Mobile Application issues are handled in-house, questions will be responded to immediately through a system of pre-approved responses to common inquiries, and more complex problems will be resolved within 1 business day.</li> <li>4. Station use issues can be handled by the site-host, or Livingston Energy depending on the level of service agreed upon. Livingston Energy questions will be addressed immediately through a system of pre-approved responses to common inquiries, and more complex problems will be resolved within 1 business day.</li> </ol> <p>Our charging network can self-diagnose and correct an issue before a driver interacts with the station to increase driver satisfaction. If the issue cannot be resolved with a system reboot a technician is alerted automatically and further troubleshooting will occur. The current up-time for the Charge Port Network is 98%.</p> <p>Our support team is incentivized to maintain response and resolution time for 95% of all calls. Install teams are incentivized to maintain 100% completion including addressing any hardware issues that may arise during installation or shortly after install has been complete. Site-hosts are given a satisfaction survey after the installation has been completed to report on the work performed and assist in any areas that need improvement. These surveys are then addressed with the install team on a regular basis (or immediately if a serious problem occurred during installation).</p>	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Livingston has the ability and willingness to provide EVCS and network services to all Sourcewell participating entities in the United States and Canada. Currently, Livingston is listed as a service and equipment provider for the following programs, which programs can be used by any government agencies, educational institutions, and nonprofit organizations:</p> <p>New York:</p> <ul style="list-style-type: none"> <li>* NYSERDA (State level program)</li> <li>* National Grid</li> <li>* Central Hudson Gas &amp; Electric Corporation</li> </ul>	

\* Consolidated Edison Company of New York, Inc.  
 \* New York State Electric & Gas Corporation  
 \* Orange & Rockland Utilities, Inc.  
 \* Rochester Gas and Electric Corporation  
 Massachusetts:  
 \* MassEVIP (State level program)  
 \* WMECo d/b/a Eversource Energy  
 \* NSTAR Electric d/b/a Eversource Energy  
 \* Massachusetts Electric d/b/a National Grid  
 \* Nantucket Electric Company d/b/a National Grid  
 Rhode Island:  
 \* National Grid RI  
<https://www.nationalgridus.com/media/pdfs/bus-ways-to-save/ee7387ev-equipment-list.pdf>  
 \* Electrify RI (state-level program)  
 Colorado:  
 \* Charge Ahead Colorado (Colorado Energy Office & Regional Air Quality Council)  
<https://docs.google.com/spreadsheets/d/13Lbf-Bav4ilu8OCbmSeyWX2MbWshJ8C1RVCoMUKr1v0/edit#gid=1042340518>  
 California:  
 \* Southern California Edison (Charge Ready Program)  
 Canada:  
 \* Quebec - Programme Roulez vert  
<https://vehiculeselectriques.gouv.qc.ca/assets/pdf/VE-Liste-bornes-admissibles-2021-02-22.pdf>

In addition, our equipment is eligible and open to serve the following programs:

Arizona  
 \*SRB - Business EV Charger Rebate Program  
 \*Tucson Electric Power - Smart EV Charging Program Incentives

California  
 \*CALeVIP - Incentive Project  
 \*The District of San Joaquin Valley - Charge Up! Program  
 \*LADWP - Commercial Charge Up LA  
 \* the City of Pasadena – Department for Water and Power - Commercial Charger Incentive Program  
 \*Silicon Valley Power – County of Santa Clara – Electric Vehicle Charging Station Rebate)  
 \*Anaheim Public Utilities - Public Access EV Charger Rebates

Connecticut  
 \*Norwich Public Utilities EV Charging Equipment Rebate Program

Delaware  
 \*DNREC - Electric Vehicle Charging Equipment Rebate Program

Florida  
 \*The ChargeUP! Sarasota County program

Idaho  
 \*Idaho Power – EVSE Incentive

Illinois  
 \*The City of Naperville – EV Charging Stations Rebate Program

Iowa  
 \*MidAmerican Energy Company – Nonresidential and Residential EV Charger Incentive

Maine  
 \*Central Maine Power - Electric Vehicle Charging Station Pilot Program  
 \*Efficiency Maine Trust's - Rebate Program

Maryland  
 \*Maryland Energy Administration - EVSE Rebate Program

Massachusetts  
 \*MassEVIP - Charging Stations Incentives  
 \*Eversource – EV Charging Station installation Incentives

Michigan  
 \*Indiana Michigan Power - EV Charger Rebate Program

Missouri  
 \*Ameren Missouri - Incentives for Business Customers – EV Charging Incentive Program

Nevada  
 \*NV Energy – Electric Vehicle Charging Stations Incentive Program

New Hampshire  
 \*Electric Co-op - Electric Vehicle Rebate program

New Jersey  
 \*NJDEP - It Pay\$ to Plug-In Program

Pennsylvania  
 \*DEP - EV Level 2 Charging Rebate Program  
 \*PECO Commercial Level 2 Electric Vehicle Charger Rebate

Rhode Island  
 \*OER - Electric Vehicle Charging Station Incentive Program

Utah

		<p>*DEQ - Workplace Electric Vehicle Charging Funding Assistance Program                  *Rocky Mountain Power - Plug-In Electric Vehicle Wisconsin                  *Alliant Energy – EV Charging Station Rebate North Carolina                  *Volkswagen Settlement Program Phase 1 Zero Emission Vehicle Infrastructure Program</p> <p>We understand that each customer is unique and for that reason, we created a special team within our Sales Department that can respond and address the unique challenges for each Sourcewell member.</p>	
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Please refer to the answer to question number 27.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Sourcewell participating entities in all geographic areas will be fully served by Livingston under this contract.	*
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?	All Sourcewell member sectors will be fully served by Livingston under this contract.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We do not anticipate any specific contract requirements and restrictions. The shipping cost for Hawaii, Alaska, and Canada can vary and will be individually requested. Any shipping cost provided by the shipping carrier for standard shipping methods will be passed to the client. Any customer that wants to use a different shipping carrier than the one Livingston provides, will have the option to choose such a carrier. Beyond standard shipping, we do offer other delivery methods through our "Scale Distribution" options (as described in answer 62)	*

**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>Our marketing team is led by Paul Fahey, a seasoned marketer, and publicist with nearly thirty years of experience promoting programs similar to this engagement. His team of three has comprehensive marketing tactics such as web/seo, email marketing, social media, and PR to drive lead generation for programs similar to this engagement. All of these leads are driven to the company portal and website with full integration with Bitrix™ CRM for lead management by the sales team.</p> <p>For your review, we have created a sample of a dedicated portal within our website domain that details information about the Sourcewell membership, benefits of purchasing through the agreement from Livingston as well as showcase products, services, and solutions offered to customers, links to additional utility/state resources, and “how-to” instructions. Please visit <a href="https://www.solution.energy/sourcewell">https://www.solution.energy/sourcewell</a> to experience a fully functional example portal. The final design and function of the portal will be based entirely on the needs and direction of Sourcewell.</p> <p>Considering that Sourcewell participating entitles the first contact with Livingston is our Sales Team, Livingston will provide training to the Sales Team, ensuring they understand the scope and benefits of the Sourcewell Agreement and will be prepared to adequately present the agreement to potential customers.</p> <p>In addition, upon award, Livingston will secure media publications, promoting our partnership with Sourcewell and the benefits for the eligible members.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Our Marketing Team is using all modern web, seo, paid digital advertising, email, social media platforms (fully integrated with Bitrix™ CRM to help manage inbound leads by our sales force) to educate and promote the use of Electric Vehicles and charging stations. From the social media platforms, our marketing team primarily uses Facebook, LinkedIn, Instagram, and YouTube to advertise our company. The marketing team also uses Mailchimp, which is integrated with our CRM to reach certain demographics. Our Livingston website is helpful for customers to learn about the basics of the electric vehicle industry and is a helpful tool for early conversation with our customers. Another strategy that Livingston uses to promote our company is by hosting webinars with utility providers, stakeholders, and different chambers of commerce to educate members of the public about the growing electric vehicle market. Livingston's mission is to educate and promote the electric vehicle market industry while continuing to develop platforms of the highest quality.</p>
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>We expect that Sourcewell will collaborate with us in announcing the contract to its members, jointly with us prepare marketing materials, and develop a strategic partnership that will help in targeting customers.</p> <p>As we mentioned above (see answer number 32), Livingston plans on providing training for the Sales Team, and we are hoping that Sourcewell will be trusted advice and partner in designing and implementing such training.</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.	<p>We have created a sample portal that can be accessed here: <a href="https://www.solution.energy/sourcewell">https://www.solution.energy/sourcewell</a>. Besides the information regarding Sourcewell contracting, through this portal Livingston will attempt to simplify the procurement process for Sourcewell members, allowing them to get estimated quotes based on their specific requirements. However, e-procurement is not available at this time. We process the purchase orders through direct communication with our sales representatives. This way, we are confident that we can provide the best solution for our customers, based on their needs.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Livingston understands the importance of training and knowledge share in an increasingly complex and diverse technology environment, and for that reason, we offer training, as requested, on-site, virtually, or through recorded sessions that can be accessed on-demand. For instance, on our website and our YouTube channel, we provide virtual training on how to use our Electric Vehicle Charging Stations (for your review: <a href="https://www.youtube.com/channel/UCQskSv3np1JjZOARcv_R1g">https://www.youtube.com/channel/UCQskSv3np1JjZOARcv_R1g</a>). In addition to this, Livingston can provide in-person training for Sourcewell participating entities, after the EVCS has been installed. Upon customer's request, Livingston can provide training and instruction for initial troubleshooting including information on (1) general understanding of equipment and network function and specific knowledge of all components, (2) typical problems, symptoms, and causes, (3) the necessary steps in checking and verifying that the meter and breakers are on and are providing power to units, Kiosk is on, the network is available and the units are connected to kiosk (4) appropriate data collection methods and (5) specific repair or correction procedures.</p> <p>Our training can be customized based on the customer's needs and their feedback. The training is optional and provided upon request from a customer. Standard training is free of charge.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>The Livingston Charge Port™ equipment and network is a product-service solution that gives station managers and owners full energy control over their sites from the port-level through to the entire network. With these features, clients will be able to control power levels and associated pricing. The network-controlled dynamic power configuration is especially helpful as a failsafe during periods of network disruptions where remote control may be temporarily limited, or during grid failures, if stations are co-located with energy storage systems. Our backend network management system and the equipment itself utilizes standard demand response protocols such as OpenADR to enroll in utility driven demand response programs that facilitate a real-time communication link with the utilities and ISO's regarding available system power allowing for reduction of power across a network of stations or specific sites, stopping power consumption completely during an event, or invoke a DR pricing scheme that only allows drivers that opt-in to the event to charge their vehicles but will do so at an adjusted (increased) price point. Finally, storage, generation, and charging station solutions are considered and specified per customer and site needs and they will allow customers to position themselves to leverage renewables and battery systems, and participate in industry-leading feature pilots with our development team and partners.</p>
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>Livingston is committed to providing sustainable products and helping the community in achieving carbon emission offset and climate change goals. Currently, we are in the process of increasing the use of renewable energy sources for our EV charging stations and supporting the resiliency of the grid. Our EV charging stations are a great asset in meeting climate objectives.</p> <p>There are many green initiatives and programs throughout the US and Canada recognizing the importance of EV charging infrastructure and have provided support for its deployment. Livingston has participated or provided services for many programs, as elaborated in our answer to question 27 (please see above). We have received positive feedback from many customers that have stated that through our technical support and participation in these programs, they would not have been able to install EV charging stations.</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>The products and services are compliant with the following standards and certifications: UL Certified, UL Recognized, CAN/CSA Certified, EN, NEC 625 Compliant and Energy Star (Energy Star Partnership for certain equipment we offer), OCPP compliant, Open ADR compliant, Open ADR Alliance members and Open Charge Alliance participant.</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>Livingston does not hold any WMBE, SBE, or veteran-owned business certifications. However, we are open to and actively partner or subcontract companies that hold some of the above-mentioned certificates.</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>Our network and station solution will allow the Sourcewell participating entities the ability to control power levels and associated pricing, enroll in demand response programs, mitigate their exposure to demand charges, position themselves to leverage renewables and battery systems, and participate in industry-leading feature pilots with our development team and partners.</p>

**Table 9A: Warranty**

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

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	<p>The Livingston limited warranty covers defects in materials and workmanship of the Electric Vehicle Supply Equipment purchased from Livingston Energy Group, for a period of 3 years from the day of delivery of the product to the Customer. The Warranty covers both parts and factory labor necessary to repair the EVSE but does not include any on-site labor costs related to un-installing or repair of the defective EVSE or reinstalling the repaired or replacement EVSE.</p> <p>Livingston offers additional warranty coverage options termed "Elite Warranty". The Elite Warranty offers:                      Additional years of coverage may be added without limit                      EVSE that are covered under the additional warranty plans are eligible for no cost total unit replacement to available Livingston models and may include an upgrade (shipping costs may apply).                      Active remote monitoring for station performance                      Rapid on-site response to station issues                      24/7 Customer service by phone                      24h response time to out-reach                      Real-time system notifications</p>
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>The Warranty offered by Livingston does not cover any product for repair or replacement of defective EVSE that has been damaged or rendered defective (a) as a result of accident, misuse, abuse, contamination, improper or inadequate maintenance or calibration or other external causes; (b) by operation outside the usage parameters stated in the user documentation that shipped with the product; (c) by user software, interfacing, parts or supplies not supplied by us; (d) by improper site preparation or maintenance; (e) virus infection, malware, ransomware, failure to update operating system(s) and/or software application(s), communication line failure, delays in transmission, unauthorized access to data, and/or lost, deleted, or inaccessible data; (f) loss or damage in transit, vandalism, or burglary of the EVSE, acts of terrorism, accident, or disaster, or other external causes (including water, wind, lightning, and/or dust); (g) by modification or service by anyone other than (i) Livingston Energy Group or (ii) Livingston Energy Group authorized service provider; or (h) failure to follow the instructions provided by us or other applicable standards or codes.</p> <p>The Warranty does not apply to the extent the defect in the EVSE is due to the use of the EVSE in conjunction with products not manufactured by us or to EVSE from which the serial number has been altered, defaced, or removed.</p>
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Limitation in mileage will apply.
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?	The Limited and the Elite Warranty are available to any geographic regions of the United States and Canada
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Livingston processes warranty claims in-house and works together with the manufacturer to solve the warranty issues.
47	What are your proposed exchange and return programs and policies?	All sales are final. On a case-to-case basis, Livingston may allow exchange or return within 180 days. The customer will be responsible for any shipping cost and the price difference between the exchanged products.

<p>48</p>	<p>Describe any service contract options for the items included in your proposal.</p>	<p>The Livingston Charge Port Network software subscription is available for 1, 3, 5, or more years. The Livingston Charge Port Network is based on the Open Charge Point Protocol (OCPP) communication standard and has been running on many governmental and commercial sites.</p> <p>The Software Subscription includes:          Cellular network connectivity, and data package included          Team training on management platform, and driver application          Station configurations included: setting up pricing plans, approved drivers/user lists, allowed power settings, plus many other custom settings          24/7 Remote station support          Remote troubleshooting and software updates          Automatic data and utilization reporting, with alerts and warnings available.          24/7 station and network monitoring for system performance and equipment health.          Technical representative contact automatically within 24 hours of station errors.          Power/load management and power distribution capability</p> <p>In addition to the Limited Warranty, Livingston offers an additional Warranty termed "Elite Warranty":          Additional years of coverage may be added without limit          EVSE that are covered under extended warranty plans are eligible for no cost total unit replacement to available Livingston models and may include an upgrade (shipping costs may apply).          Active remote monitoring for station performance          Rapid on-site response to station issues          24/7 Customer service by phone          24h response time to out-reach          Real-time system notifications</p> <p>We employ in-house project managers to act as liaisons with subcontractors across large geographic areas and provide support for coordinating site work, obtaining permit approvals, provide site preparation and materials, ensuring all the technical requirements of the installation are being met, providing logistical support, and verifying successful project completion and station activations. We request the subcontractors to have the appropriate licenses, to complete training, or provide references and previous experience, based on that we identify them as Approved Installer.</p> <p>Training and consultation services are provided per customer request and needs.</p>
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**Table 9B: Performance Standards or Guarantees**

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

Line Item	Question	Response *
49	Describe any performance standards or guarantees that apply to your services (network uptime, power management, charging capabilities, etc.)	Livingston provides multiple EVSE models as both a certified reseller and through contract manufacturing of our own unique designs. All of our models are managed and networked via our Livingston Charge Port network software solution, designed and built by our team specifically for our customer's needs. Our network allows proactive monitoring of the stations, with real-time notifications providing a 98% uptime guarantee. The Level 2 EV chargers have capable of providing 7.2 - 9.6 kWh to an electric vehicle. The units are rated for a voltage level of 208/240 VAC 50/60 Hz and come with a cord outfitted with an SAE J1772 charging head. Our network and station solution will allow the Sourcewell participating entities the ability to control power levels and associated pricing, enroll in demand response programs, mitigate their exposure to demand charges, position themselves to leverage renewables and battery systems, and participate in industry-leading feature pilots with our development team and partners (for more information see answer number 75).
50	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Livingston offers additional warranty coverage options termed "Elite Warranty". The Elite Warranty offers: Additional years of coverage may be added without limit EVSE that are covered under the additional warranty plans are eligible for no cost total unit replacement to available Livingston models and may include an upgrade (shipping costs may apply). Active remote monitoring for station performance Rapid on-site response to station issues 24/7 Customer service by phone 24h response time to out-reach Real-time system notifications

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
51	What are your payment terms (e.g., net 10, net 30)?	Net 30.
52	Describe any leasing or financing options available for use by educational or governmental entities.	To increase the feasibility of station installation, we offer 3 ownership models to educational and governmental entities: a. Site host owned. Here a Sourcewell member can purchase our stations and network solutions and can select the desired level of site management that best works for them. As an example, we can manage with as much granularity as assisting with driver management/registration and station pricing, or even only simply providing service and support for troubleshooting – all at the direction of the owner. b. Cooperatively owned. In this example, we make it even easier for potential site owners to invest in infrastructure by enabling educational or governmental entities to create a “cooperative” within our system, all of which will share in the control and costs of the station. This allows for greater access to the new technology and helps to breakdown cost and resource barriers presented by scale. Discounted equipment prices are available to this model as well and can be managed in a similar fashion as a single site owner. c. Livingston owned. Educational and governmental entities can apply to have a Livingston-owned station built at their site, and if approved, will not need to invest any money for the construction or management of the stations for the duration of their desired contract. This is a wonderful option for site owners who believe they have a good location for charging and would like to provide the amenity but do not want to either invest the time or money into building or managing the infrastructure.
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.	Sourcewell members can reach out to our Sales team through email, phone, or through our Sourcewell designated portal to discuss and select the appropriate EVCS hardware unit, installation, software subscription, and any other related service(s). Sourcewell members that are reaching out to us for the first time will need to mention that they have made their choice via Sourcewell so they can receive the discounted prices offered only to Sourcewell Members. Upon equipment and service(s) selection, the Sourcewell member will receive an estimate quote. If the estimated quote is accepted, our team will conduct a site visit to determine the power source and capability, wiring, and station location. Upon completion of the site walk, the customer will receive a Purchase order with the Sourcewell Contract ID number that has to be signed and returned to Livingston. The purchase order will be registered under the Sourcewell PO log. Livingston will ensure that the EVSE is delivered, installed, networked, and activated. For each project, we assign in-house team members specifically responsible for coordinating site work, obtaining permit approvals, ensuring all the technical requirements of the installation are being met, providing logistical support, and verifying successful project completion and station activations. Upon completing the project, Livingston will provide a final invoice to the customer.
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?	We do accept P-Cards and offer various degrees of flexibility in adjusting the requirements of the procurement process as requested per customer. While there is typically a processing fee for Procurement Card purchases, Sourcewell members will enjoy competitive interchange rates that can be significantly lower than those of credit card processors.

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
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55	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The pricing model can be found as an attachment "Sourcewell_Pricing"	*
56	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Please refer to the pricing model attachment "Sourcewell_Pricing"	*
57	Describe any quantity or volume discounts or rebate programs that you offer.	Livingston will provide additional discount for large orders on case by case basis.	*
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.	Cost plus 10%	*
59	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The prices for installation services will depend on the location and the upgrades needed to the current electrical infrastructure. The exact cost cannot be determined before visiting the site location where the charging stations will be installed.	*
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.	The shipping cost for Hawaii, Alaska, and Canada can vary and will be individually requested. Any shipping cost provided by the shipping carrier for standard shipping methods will be passed to the client. Any customer that wants to use a different shipping carrier than the one Livingston provides, will have the option to choose such a carrier. Beyond standard shipping, we do offer other delivery methods through our "Scale Distribution" options (as described in answer 62)	*
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Please refer to answer number 60.	*

62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>We have the ability to distribute our equipment and provide our services across the United States, Canada, Mexico, and beyond. Our established partner network has provided us with the ability to warehouse across the United States and Canada and allows us to offer price consistency and supply reliability across the Sourcewell member territory. To further ensure supply chain resiliency and price competitiveness we have moved aspects of our manufacturing and assembly processes from overseas to New York State and are able to offer a station solution that is made in the USA. Software services are cloud-based, and updates to firmware and configurations are done over the air (OTA) in real-time.</p> <p>Beyond traditional warehousing and shipping choices, we also offer three (3) custom delivery methods termed our "Scale Distribution" options:</p> <ol style="list-style-type: none"> <li>1. Consolidated: For clients who may or may not have sizable orders but would like to reduce shipping costs as much as possible and are flexible with their timelines, we will coordinate their product shipment with other orders for an improved shipping rate.</li> <li>2. Periodic: For clients with sizable orders, extended timetables, or other limiting factors, order shipments can be split and scheduled for multiple deliveries timed as needed over weeks, months, or quarters.</li> <li>3. FOB Site Proximal: For qualifying client orders of large quantities, custom deployments, multiple destinations, and/or other special circumstances, a Livingston representative is deployed to a project staging area either at, close to, or central to the specified destinations to provide several enhanced client services which include more cost-effective distribution of materials. Beyond traditional warehousing and shipping choices, we also offer three (3) custom delivery methods termed our "Scale Distribution" options:             <ol style="list-style-type: none"> <li>1. Consolidated: For clients who may or may not have sizable orders but would like to reduce shipping costs as much as possible and are flexible with their timelines, we will coordinate their product shipment with other orders for an improved shipping rate.</li> <li>2. Periodic: For clients with sizable orders, extended timetables, or other limiting factors, order shipments can be split and scheduled for multiple deliveries timed as needed over weeks, months, or quarters.</li> <li>3. FOB Site Proximal: For qualifying client orders of large quantities, custom deployments, multiple destinations, and/or other special circumstances, a Livingston representative is deployed to a project staging area either at, close to, or central to the specified destinations to provide several enhanced client services which include more cost-effective distribution of materials.</li> </ol> </li> </ol>
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**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.	Please refer to our price list.

**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>In order to ensure compliance with the Sourcewell Contract, Livingston will begin the process by providing the adequate training to the Sale Teams and specialized Purchase Order for Sourcewell members, ensuring that they will be selling the right products and services at the right discounted price for Sourcewell members. Each Purchase Order for a Sourcewell member will have a unique Sourcewell contract ID number.</p> <p>Any sale completed will be registered under our Sourcewell log. Livingston will create a login for Sourcewell representatives, where they can have access to real-time data on sales.</p> <p>Based on the reports from the portal, Livingston will ensure that proper administrative fee is paid to Sourcewell every 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.	Each Sales Team, through our platform, can measure the growth of sales in the specific sector. At the end of every quarter, the Sales Team will re-evaluate the progress and set new performance goals for the next quarter.
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.)	Livingston will pay to Sourcewell an administrative fee of 2.5% based on the sales made under the Contract.

**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>Livingston provides a full suite of services and equipment for the installation and management of electric vehicle (EV) charging stations and the required power and supporting infrastructure. Since 2016, the company has worked with utilities and government agencies to assist organizations including municipalities, institutions, developers, and owners of commercial, industrial, and high-density residential properties with the adoption of more efficient technologies including supporting EV infrastructure.</p> <p>We provide consultation services for customers that are interested in Electric Vehicle Charging Infrastructure, the required hardware and software, site preparation and installation, station management, customer support, training, and warranty services.</p> <p>As we began deploying charging stations over the past year, we realized that many client needs were still left unmet by industry-standard solutions, and we were inspired to design our own software and network solutions that would be more responsive to the needs of site-hosts and EV drivers. We have begun doing this in New York State, and are expanding our services now throughout the US. Our network solution is designed with a future-proof OCPP and a simplified/improved user experience mindset. The Livingston Charge Port network and station solution will allow the Sourcewell participating entities the ability to control power levels and associated pricing, enroll in demand response programs, mitigate their exposure to demand charges, position themselves to leverage renewables and battery systems, and participate in industry-leading feature pilots with our development team and partners.</p>
68	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Not applicable.

**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	The charging stations offered by Livingston can be sold as non-networked. Our non-network EV charging stations are compatible with any network service provider that backs OCPP or Open ADR.
70	Network electric vehicle charging hardware	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our EV charging equipment is networked with our Livingston Charge Port network solution, designed with a future-proof OCPP. Our Software Subscription includes: <ul style="list-style-type: none"> <li>• Cellular network connectivity, and data package included</li> <li>• Team training on management platform, and driver application</li> <li>• Station configurations included: setting up pricing plans, approved drivers/user lists, allowed power settings, plus many other custom settings</li> <li>• 24/7 Remote station support</li> <li>• Remote troubleshooting and software updates</li> <li>• Automatic data and utilization reporting, with alerts and warnings available.</li> <li>• 24/7 station and network monitoring for system performance and equipment health.</li> <li>• Technical representative contact automatically within 24 hours of station errors.</li> <li>• Power/load management and power distribution capability</li> </ul>
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	Livingston provides a Limited Warranty with each purchased EV charging hardware, as well as an option for the customer to select an additional warranty. This warranty will cover repairs and parts. Livingston also offers maintenance services, site leasing options (Livingston owned model), and training options as described above.
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	We employ in-house project managers to act as liaisons with subcontractors across large geographic areas and provide support for coordinating site work, obtaining permit approvals, provide site preparation and materials, ensuring all the technical requirements of the installation are being met, providing logistical support, and verifying successful project completion and station activations. We request the subcontractors to have the appropriate licenses, to complete training or provide references and previous experience, based on that we identify them as an Approved Installer; and they along with site-host clients become eligible to be named under our insurance policy on a per-project basis. During the installation training, the installers are introduced to the specifications of our equipment, provided with an installation guide that will assist them in planning and preparing the site for installation and the actual installation process. A test must be passed to be approved as an installer for our charging stations.
73	Network service provider or operator	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our EV charging equipment is networked with our Livingston Charge Port network solution, designed with a future proof OCPP Our Software Subscription includes: <ul style="list-style-type: none"> <li>• Cellular network connectivity, and data package included</li> <li>• Team training on management platform, and driver application</li> <li>• Station configurations included: setting up pricing plans, approved drivers/user lists, allowed power settings, plus many other custom settings</li> <li>• 24/7 Remote station support</li> <li>• Remote troubleshooting and software updates</li> <li>• Automatic data and utilization reporting, with alerts and warnings available.</li> <li>• 24/7 station and network monitoring for system performance and equipment health.</li> <li>• Technical representative contact automatically within 24 hours of station errors.</li> <li>• Power/load management and power distribution capability</li> </ul>
74	Charge monitoring, reporting, or billing services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our Livingston Charge Port Network allows proactive monitoring of the stations, providing a 98% uptime guarantee. We currently capture power usage (both total power and average peak power) via the OCPP protocol once a minute during transactions. All data is then stored in our database with the primary key being the transaction ID and timestamp. Real-time data is available via our online management portal but may also be downloaded or emailed automatically to users as comma separated variable (CSV). We have attached a sample of the Station Data report for your review. This report example was designed per the specifications of the United States Department of Energy. Data reporting can be custom configured per requested client specifications.

75	Grid or power management solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>The Livingston Charge Port™ equipment and network is a product-service solution that gives station managers and owners full energy control over their sites from the port-level through to the entire network. With these features, clients will be able to control power levels and associated pricing, enroll in demand response programs, mitigate their exposure to demand charges, position themselves to leverage renewables and battery systems, and participate in industry leading feature pilots with our development team and partners. The ways our solution can make this happen for you...</p> <p>1. Complete control at multiple levels over allowable power at stations from the equipment to the network</p> <p>a. Equipment can be hard-set at initial configuration, or any time thereafter by a trained technician to only allow a maximum power draw. While network controlled dynamic power configurations will allow for optimization most of the time, this capability is especially helpful as a failsafe during periods of network disruptions where remote control may be temporarily limited, or during grid failures, if stations are co-located with energy storage systems.</p> <p>b. Load leveling behavior can be configured by location groups and provides much of the same resilient "islanding" capabilities and benefits as equipment hard-sets, but also allows for dynamic group balancing or station prioritization according to presets.</p> <p>c. To allow for improved station energy management at a given site even when integration with other site systems is not possible, a local controller installed adjacent to the electric panel servicing the charging stations gives us the ability to factor in variable/unpredictable loads into local group load management.</p> <p>d. Station charging power controlled at the network level gives station managers the ability to incorporate other data such as energy pricing, times, and days to throttle back allowable power, as well as anticipate and forecast their electric demands.</p> <p>2. Using demand response programs – Our backend network management system and the equipment itself utilize standard demand response protocols such as OpenADR to enroll in utility driven demand response programs that facilitate a real-time communication link with the utilities and ISO's regarding available system power. Actions for the stations to take can be pre-configured and are triggered by DR events. Very often, participation in these programs can result in financial incentives for the participating utility customer and can function as a hedge against other energy costs they may have. The most common system actions are</p> <p>a. Reduce power across a network of stations or specific sites,</p> <p>b. Stop power consumption completely during an event,</p> <p>c. Invoke a DR pricing scheme that only allows drivers that opt-in to the event to charge their vehicles but will do so at an adjusted (increased) price point.</p> <p>3. For clients looking to position themselves to maximize their economic resilience or play a more impactful role in grid sustainability, co-location with energy storage systems and renewable power generation will give station owners the opportunity to approach network deployments as a more holistic energy solution with a goal of near or complete microgrid functionality. Storage, generation, and charging station solutions are considered and specified per client and site needs, and there is no minimum size site requirement to explore these possibilities. Between site controllers and network analytics, the goal is to better inform decision-making for client network and resource administrators and employ artificial intelligence to automate system management when possible.</p>
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**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>We employ in-house project managers to act as liaisons with subcontractors across large geographic areas and provide support for coordinating site work, obtaining permit approvals, provide site preparation and materials, ensuring all the technical requirements of the installation are being met, providing logistical support, and verifying successful project completion and station activations. We request the subcontractors to have the appropriate licenses, to complete training or provide references and previous experience, based on that we identify them as an Approved Installer; and they along with site-host clients become eligible to be named under our insurance policy on a per-project basis. During the installation training, the installers are introduced to the specifications of our equipment, provided with an installation guide that will assist them in planning and preparing the site for installation and the actual installation process. Approved Installer will conduct site walk and determine the power source and the best parking spaces where the charging stations will be installed. The installer will inform Livingston of the scope of work and the need for any electric updates. Based on the information provided by the installer, Livingston will issue a quote to the Customer.</p> <p>We understand that some of the Sourcewell members may wish to select a contractor that they have worked with before to perform the installation of the charging stations. For cases where the customer does not select installation services with our prequalified subcontractors, we will provide instruction/guidelines that the customer can use.</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>Livingston uses prequalified local licensed contractors to perform construction and installation of the charging stations. We request the subcontractors to have the appropriate licenses, to complete training, or provide references and previous experience and based on that we identify them as an Approved Installer. During the installation training, the installers are introduced to the specifications of our equipment, provided with an installation guide that will assist them in planning and preparing the site for installation and the actual installation process. At the end of the training course, a test must be passed with a satisfactory score in order for an installer to become approved.</p> <p>For installers that have extensive experience with EV Charging Stations, we require that they provide at least 3 references and details on 5 completed projects in order to verify their work and experience.</p>
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>Very little information is required to run our charging systems and network, and the provision of additional information simply enhances or informs the types of services available to the client. Most often, clients themselves or infrastructure investing agencies, programs, or partners will request that we collect more information than what we require to operate the stations. In these common circumstances, we can collect and report the requested data at the direction and as specified by the client. During the installation of equipment, we only need to provide our network servers with the charging station identifiers, and the charging equipment with our server address and credentials with which to communicate. The collection of GPS coordinates allows for mapping, and the association of stations with an organization or location (both of which would have points of contact and addresses) allow for network management by the client. An organization can specify individual users to manage their network by name, email, and phone number. Drivers have these same minimal requirements, and in circumstances where payment information is being collected, the users are directed to a third-party processor for secure entry. When an end-user accesses our system, we verify them using an RFC 4122 UUID token. Data points and collection systems for additional business intelligence including energy management, performance, security, utilization, behaviors, etc. can be activated with service and user opt-in programs, and at the request of the client.</p>
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>We store all data in a unique virtual private cloud (VPC), which can only be accessed by our limited IP address range via VPC peering. We control access with rule-based user roles and protect it with rotating passwords. We store all data at rest with 256-bit encryption, and all network traffic utilizes Transport Layer Security (TLS). We partner with third-party PCI-DDS - Level 1 compliant processors to handle all payment-related data, and if used in deployments, the associated hardware is PCI-PTS approved.</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](#) - Financial information - LivingstonEnergyGroup.pdf - Thursday April 22, 2021 15:35:31
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Limited Warranty - LivingstonEnergyGroup.pdf - Thursday April 22, 2021 15:16:29
- [Pricing](#) - Sourcewell\_Pricing.xlsx - Thursday April 22, 2021 16:24:37
- [Upload Additional Document](#) - Additional Information - LivingstonEnergyGroup.docx - Thursday April 22, 2021 15:17:10

## 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. - Schuyler Poukish, Owner/Partner, Livingston Energy Group, LLC

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