



MASTER AGREEMENT # 021825
CATEGORY: Electric Vehicle Supply Equipment with Related Services
SUPPLIER: ForeFront Power, LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Forefront Power, LLC, a Delaware limited liability company located at 100 Montgomery Street, Ste 725, San Francisco, CA 94104 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on September 18, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (RFP #021825) to Participating Entities. In Scope solutions include:
 - a) **Category 1:** On Grid Electric Vehicle Supply Equipment and Related Services:
 - i) All forms of network and non-network electric vehicle charging hardware and related infrastructure, including charging stations;
 - ii) Services related to the offering of electric vehicle charging hardware, including maintenance, repair, parts, supplies, and training;
 - iii) Site Assessment, site preparation and materials, and installation services related to electric vehicle charging hardware; and,
 - iv) Electric vehicle supply network service providers and operators, charge monitoring and reporting services, billing services, grid and power management solutions, with related software technology.
 - v) **Category 1** responders **MAY** include off-grid (Category 2) solutions in their response.
 - b) **Category 2:** Solar and Off-Grid **ONLY** Electric Vehicle Supply Equipment and Related Services, such as:
 - i) All forms of network and non-network electric vehicle charging hardware and related infrastructure, including charging stations;
 - ii) Services related to the offering of electric vehicle charging hardware, including maintenance, repair, parts, supplies, and training;
 - iii) Site Assessment, site preparation and materials, and installation services related to electric vehicle charging hardware;
 - iv) Electric vehicle supply network service providers and operators, charge monitoring and reporting services, billing services, grid and power management solutions, with related software technology.
 - v) **Category 2** responders may **ONLY** offer solutions capable of operating off-grid.

- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) **Supplier Representations:**
 - i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier 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 any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal

grant or other federal funding to purchase solutions from this Agreement 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 have additional requirements based on specific funding source terms or conditions. Within this Section, all references to “federal” should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier’s Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.
- ii) **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. Supplier must comply with all applicable Davis-Bacon Act provisions.
- iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **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. Supplier 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.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier 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.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier 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.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier 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.

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

xii) **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.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and

Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcwell for this Agreement and must provide prompt notice to Sourcwell if that person is changed. The Authorized Representative will be responsible for:
- Maintenance and management of this Agreement;
 - Timely response to all Sourcwell and Participating Entity inquiries; and
 - Participation in reviews with Sourcwell.

Sourcwell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcwell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcwell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcwell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcwell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
 - Participating Entity Contact Email Address;
 - Participating Entity Contact Telephone Number;
- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay 2% of all completed transactions as an administrative fee (“Administrative Fee”) to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier’s Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier’s Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier’s Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier’s Reporting Period obligations defined herein. Payments should note the Supplier’s name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above “Attn: Accounts Receivable” or remitted electronically to Sourcewell’s banking institution per Sourcewell’s Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

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- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees. This indemnification includes claims of injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
 - c) **Use; Quality Control.**
 - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

- ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
- d) **Termination.** Upon the termination of this Agreement 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 suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **Commercial General Liability Insurance.** Supplier 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 Agreement.
- \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an

alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. 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.** Supplier 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 Agreement or other insurance applicable to the Supplier 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 Supplier or its subcontractors. Where permitted by law, Supplier 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and

Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying Supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Signed by:

COFD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 10/22/2025 | 8:43 PM CDT

Signed by:

COF542649E414CE...

By: _____

Kristin Frooshani

Title: Chief Legal Officer

Date: 10/22/2025 | 4:38 PM CDT

RFP 021825 - Electric Vehicle Supply Equipment with Related Services

Vendor Details

Company Name: ForeFront Power, LLC

Does your company conduct business under any other name? If yes, please state: CA

Address: 100 Montgomery Street
Suite 725
San Francisco, CA 94104

Contact: Natalie Kobayashi

Email: proposals@forefrontpower.com

Phone: 650-740-0191

HST#: 81-4881296

Submission Details

Created On: Wednesday January 08, 2025 14:30:35

Submitted On: Tuesday February 18, 2025 15:42:35

Submitted By: Natalie Kobayashi

Email: proposals@forefrontpower.com

Transaction #: a9c79d4d-2187-402e-95b0-495b846e4567

Submitter's IP Address: 147.243.169.103

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Forefront Power, LLC
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	X3JMN3QSZG5
5	Provide your NAICS code applicable to Solutions proposed.	22, 23, 81
6	Proposer Physical Address:	100 Montgomery St. Suite 725, San Francisco, CA 94104
7	Proposer website address (or addresses):	https://www.forefrontpower.com/
8	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):	Rachel McLaughlin Chief Commercial Officer 100 Montgomery St. Suite 725, San Francisco, CA 94104 rmclaughlin@forefrontpower.com (636) 675-2513
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Kateryna Bly Senior Director, Product Management 100 Montgomery St. Suite 725, San Francisco, CA 94104 kbly@forefrontpower.com (818) 517-2571
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Sunnie Zhang Senior Marketing Coordinator, RFP Lead 100 Montgomery St. Suite 725, San Francisco, CA 94104 szhang@forefrontpower.com 415-523-2681

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
11	Provide a brief history of your company, including your company’s core values, business philosophy, and industry longevity related to the requested Solutions.	As a leader in distributed energy project development across the United States, our team at ForeFront Power strives to support our customers’ energy and sustainability goals while providing substantial operating cost savings as they demonstrate sustainable stewardship to their stakeholders and communities. It is with this goal in mind that ForeFront Power is pleased to present our qualifications to serve Sourcewell and its member organizations. The ForeFront Power team has over 15 years of distributed energy industry experience, serving public and private sector customers. Our experience includes

project development work across 29 states in the US and Mexico, with local presence in California (headquarters), Illinois, and New York.

Our team has developed over 1.6 GW of integrated sustainable power solutions across 1,900 projects across the United States. As a leading provider of clean energy solutions in the U.S. for municipal governments, schools, universities, and local utilities, this team has delivered more than 1,408 projects contracted with more than 300 public sector agencies across the U.S. We bring this experience to bear in our proposal for Fleet Management Technologies with Related Software Solutions with Sourcewell and its member organizations.

Our core mission is to transform the energy sector in ways that:
CUSTOMERS recommend,
EMPLOYEES embrace,
PARTNERS value, and
Our PLANET needs.

Please see below for some ForeFront Power Highlights:

Financial Strength and Dedicated Capital Commitments

ForeFront Power is one of the most well-capitalized firms in the industry, enabling our firm to be a long-term partner regardless of prevailing macroeconomic, industry or pandemic-related hardships. We are a wholly owned subsidiary of Mitsui & Co., Ltd., a global energy infrastructure and investment leader. As of the end of March 2024 financial year, Mitsui had US\$114.8 billion of total assets, US\$8.4 billion of net profit, and US\$10.2 billion of cash, and operating 40 gigawatts (GW) of power generating assets worldwide. Mitsui's financial stability is evidenced through an 'A' credit rating from Standard & Poor's and A3 from Moody's.

Public Sector Leader and Experience with Aggregated Purchase Programs

ForeFront Power is a leading provider of clean energy solutions in the U.S. for municipal governments, schools, universities, and local utilities. Our team has delivered more than 1,408 projects to more than 300 public sector agencies across the U.S. Further, ForeFront has experience with similar aggregated procurement programs for public agencies. We have been awarded, with the highest score, as an approved vendor in the School Project for Utility Rate Reduction (SPURR)'s Procurement Assistance for Vehicle Electrification (PAVE) program. We are also a two-time winner of SPURR's solar and storage master contract. ForeFront Power holds related EV Charging and Fleet Management master contracts with four other cooperative purchasing agencies.

Through ForeFront Power's efforts, over 70 public agencies have utilized this procurement vehicle to deliver 396 distributed energy projects over the past 5 years. We bring all this experience to bear in the marketing, promotion, development and execution of solutions via Sourcewell's procurement vehicle.

Lowest Responsible Price

At ForeFront Power, our design, engineering, and development teams take a thorough approach to provide our customers with a realistic price. We also conduct detailed diligence regarding the available incentives, applicable taxes, and other economic factors. In order to respond to this RFP, we have shown a sample of the components of our EV infrastructure projects: the management services that are a part of our infrastructure projects. While we offer those individual elements here, when contracting a project we will offer the broader scope of a complete infrastructure project under one, lowest responsible price. Some highlights of that all-in pricing are:

1. EPC full wrap pricing for all sites

All project-specific proposal pricing is backed by full-wrap EPC pricing from our trusted network of EPC partners. ForeFront Power's development team will ensure that all Sourcewell requirements are included in our project proposal pricing to Sourcewell Members and that any exceptions are listed.

2. Product-agnostic vendor selection with quality and cost in mind

One size does not fit all, and our technology-agnostic approach allows the flexibility to carefully select top-tier chargers to meet each site's specific needs. ForeFront Power can analyze customer operational needs and propose system configurations optimized for maximum value to our customers.

3. Interconnection and infrastructure planning

For each proposal, our team typically conducts a thorough review of existing electrical infrastructure and develops the optimal interconnection strategy, geared for faster deployment and lower electrical service upgrade costs.

4. Uptime guarantees and O&M

It is common for EV charger OEMs to offer uptime guarantees of 97-98%, but real-world data from operating sites shows actual performance far below these levels. We typically perform additional uptime analysis and incorporate contingency measures to supplement manufacturer uptime guarantees for optimal uptime performance. We also include accelerated O&M response times in our project-specific proposals.

12	<p>What are your company's expectations in the event of an award?</p>	<p>ForeFront has in-depth experience managing these types of aggregated procurement solicitations. For the past 7 years, we have been the winners of a similar solar, storage and EV charging RFPs created by SPURR, TIPS, BuyBoard, E&I, and NPPGov.</p> <p>ForeFront Power's majority customer base is in the public sector, and we have many existing customers that are Sourcewell members. Out of these customers, some have inquired over the years about Sourcewell so we are excited to participate in this solicitation and offer our products and services to Sourcewell's members.</p> <p>Throughout the years of working with other cooperative purchasing entities, we have developed a system in the event of an award.</p> <p>Executive Leadership Buy-In</p> <p>ForeFront Power's Executive Committee and our Board of Directors at Mitsui already understand the value of aggregated procurement programs, having had experience with SPURR for the past several years. We are a tight-knit company with flat-organization decision making and easy access to cross-functional teams. ForeFront Power's Executive Committee is already aware of this solicitation, understands the tremendous benefits this procurement vehicle would provide for public agencies, and stands ready to support. This includes:</p> <ul style="list-style-type: none"> • Understanding the importance of timely payment of administrative fees; • Critical importance of delivering on contracts sold to public agencies to create referrals and substantiate the credibility of the program; • Allocating resources from various functional departments to ensure ample resources to accelerate program growth including legal, finance, development, & marketing. <p>In the first 90 days of the program, we anticipate the following:</p> <ul style="list-style-type: none"> • Introductory meetings with ForeFront Power C-Suite and administrators of the Sourcewell program, answering questions and refining revenue goals. • Capital commitments to support financing and implementation of projects for public agencies. • Active oversight and support of marketing & sales teams' rollout of the Sourcewell campaign, and ensuring all adequate resources are provided and interim goals are met. <p>Sales Force Education & Training</p> <p>We have already learned, through hundreds of meetings and years of refinement, what the key messages are to assure decision makers of the value that procurement vehicles like Sourcewell's can provide. We like to highlight some key points, which include:</p> <ul style="list-style-type: none"> • Simple overviews of the solicitation process to customer's key decision makers; • Educating customers on how this program has obviated their need to run their own individual RFP – include quantifying the benefits in terms of time, money, and resources saved. • Emphasizing the outsized buying-power this type of solicitation offers relative to a single RFP for a single public agency. • Demonstrating the credibility of the program by delivering on our solutions, leveraging early success stories and developing credible references.
13	<p>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. DO NOT PROVIDE ANY TAX IDENTIFIABLE INFORMATION.</p>	<p>Our financing capability stems from access to our A-rated parent company's balance sheet, one of the largest in the industry. The ability to self-fund projects eliminates financing delays and ensures that the projects have a clear path to successful execution.</p> <p>Please see Exhibit 2. for Mitsui's financial reports.</p>
14	<p>What is your US market share for the Solutions that you are proposing?</p>	<p>ForeFront Power is a leading developer of distributed energy to public entities. We've recently been informed by WoodMac that we are ranked as the #1 non-residential Solar-plus-Storage Installer in the US, and we have an impressive market share of 21.4% in H1 2024. In the overall, non-residential space, we are ranked 6th nationally for the first half of 2024.</p> <p>We serve all 50 states and have served public customers in 29 states to date. We can fulfill customer projects across the United States, and we work with suppliers who offer products nationwide. The ForeFront Power team has delivered 1,900+projects, and 1,408 public sector projects.</p>
15	<p>What is your Canadian market share for the Solutions that you are proposing?</p>	<p>ForeFront Power does not operate in Canada.</p>
16	<p>Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.</p>	<p>N/A</p>

17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</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>ForeFront Power is best described as a service provider. We do not manufacture any products, nor do we resell products on a standalone basis. Rather, as a turnkey EV charging solutions provider, we work directly with customers to evaluate, design, construct, and maintain EV charging and other energy infrastructure systems tailored to each site's and customer's needs. Our sales force are our own employees, and we also have in-house, full-time engineering, development, and asset management teams, which work with customers throughout project development, construction, and operation.</p> <p>For some portions of the scope, such as installation or software services, we engage subcontractors to deliver supporting services on our customers' projects. As a technology-agnostic provider, we purchase EVSE equipment from a network of charger manufacturers and contract with third parties for EV charging software and 24/7 remote monitoring services. Our in-house asset management team works closely with operations and maintenance providers, whose staff travels to project sites and provides essential preventative and corrective maintenance. The service force is therefore a combination of ForeFront Power employees and third-party employees.</p> <p>We work with partners that offer best-in-class products and expertise, including ensuring that the teams we engage are fully trained and compliant with customer requirements. We provide training and education to our customers to ensure proper operation of the systems we deliver. Ultimately, we are the primary contact for all customers at each stage of the project process through the project term.</p>	*
18	<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>Forefront Power, LLC holds a Certificate of Good standing in 12 states, including California, Colorado, Connecticut, Delaware, Illinois, Maryland, Massachusetts, New York, New Hampshire, New Jersey, Vermont, and Virginia.</p> <p>Across our team, we have professionals who are certified as PMP, NABCEP, PE, EIT, CEM, OSHA and multiple levels of LEED. When it is necessary to hold additional licenses per the Authority Having Jurisdiction for a certain project, our team pulls from our list of seasoned and trained subcontractors for successful project completion.</p> <p>Our Director of Engineering, Aaron Sanders is a Professional Engineer (PE) in four different states, including California (E 20896), North Carolina (042924), Oregon (90950PE), and Texas (127027).</p> <p>Forefront Licensing, LLC, a wholly owned subsidiary of Forefront Power, LLC was formed for qualifying for Request for Proposals in California, where a contractor's license is required. The Contractor's License issued by Contractor's State License Board for Forefront Licensing, LLC has a Classification B and license number 1029402.</p> <p>ForeFront Licensing, LLC is also certified with the Department of Industrial Relations with the DIR number 1000052431.</p> <p>Our team regularly works with qualified, seasoned, and trusted providers who are NABCEP certified and Professional Engineer (P.E.) licensed, and contractors who meet a customer's requirement for prevailing wage, union, or local workers.</p>	*
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>There were no debarments or suspensions for ForeFront Power for the past seven years.</p>	*
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>Oct. 2024 Solar Builder Project of the Year (1 MW to 10 MW Finalist) Jul. 2024 Reuters Sustainability Awards (Sustainability Trailblazer Award Finalist) Apr. 2024 Environment + Energy Leader Awards (Top Project of the Year – Energy Innovation) Sep. 2023 Solar Builder Awards (C&I Ground Mount Project of the Year Finalist) Jul. 2023 Environment + Energy Leader Awards (Top Project of the Year) Jan. 2023 SED WISE Awards (Project – Government) Jan. 2023 The Cleanie Awards (Project of the Year Finalist) Dec. 2022 Solar Builder Awards (C&I Ground Mount Project of the Year) Jul. 2022 Environment + Energy Leader Awards (Top Project of the Year) Feb. 2022 SED WISE Awards (Industry Leader) Sep. 2021 Solar Builder Awards (C&I Ground Mount Project of the Year Finalist) Sep. 2021 The Cleanie Awards (Project of the Year Finalist) Jul. 2021 Environment + Energy Leader Awards (Top Project of the Year)</p>	*
21	<p>What percentage of your sales are to the governmental sector in the past three years?</p>	<p>We have sold 223 projects to public, commercial, and utility customers over the last three years. 202 of those (108.7 MW capacity) were to the public sector, of which 28 projects were to government entities. This comes out to 12.5% of our sales being to the government sector.</p>	*

22	What percentage of your sales are to the education sector in the past three years?	We have sold 223 projects to public, commercial, and utility customers over the last three years. 202 of those (108.7 MW capacity) were to the public sector, of which 164 projects were to the education sector. This comes out to 73.5% of our sales being to the education sector.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<ul style="list-style-type: none"> - TIPS Job Order Contracting: \$0 (recently signed contract) - TIPS Consulting and Other Related Services: \$0 (recently signed contract) - TIPS Maintenance, Repair and Operations: \$0 (recently signed contract) - TIPS Vehicle Parts, Supplies, Equipment, Affiliated Services: \$6,021.00 - TIPS Renewable Energy and Solar Solutions: \$0 (recently signed contract) - BuyBoard EV and Other Charging Stations: \$0 (recently signed contract) - E&I EV Charging Infrastructure and Services: \$0 (recently signed contract) - SPURR REAP: In 2020, ForeFront Power contracted \$42,755,000. In 2021, ForeFront Power contracted \$14,175,000. In 2022, ForeFront Power contracted \$47,665,000. In 2023, ForeFront Power contracted \$93,065,000. - SPURR PAVE: \$1,300,000 - NPPGov League of Oregon Cities Fleet Electrification Charging Supplies Services: \$0 (recently signed contract) 	*
24	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?	N/A	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Tracy USD	Jaime Quintana, Director of Facilities & Planning	jquintana@tusd.net, (209) 830-3245	*
San Jacinto USD	Korey Lawson, Director of Facilities & Operations	klawson@sanjacinto.k12.ca.us, 951-929-7700 ext. 4683	*
Fresno City	Ann Kloose, Division Manager	ann.kloose@fresno.gov, (559) 621-8179	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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 *

<p>26</p>	<p>Sales force.</p>	<p>ForeFront Power's sales team is made up of 33 people, and this team includes sales origination, marketing, business development and product management. This cross-functional team can service Sourcewell's member organizations across all US states. Please see below for key personnel's resume.</p> <p>Kateryna Bly, Senior Director of Product Management Kateryna leads fleet electrification, energy storage, and microgrid business development efforts for ForeFront Power. Kateryna will manage the supply of EV charging equipment and charge management software, and oversee equipment warranty, performance guarantee, and operations and maintenance agreements for EV charging and fleet electrification systems. She will oversee the initial proposal analysis to ensure optimal value to Sourcewell members from EV charging infrastructure projects.</p> <p>Sam Zantzinger, Sales Director Sam leads direct sales and origination, market strategy, and marketing for EV infrastructure, solar, and storage projects. Sam has a decade of energy sector sales and market strategy experience across the nation and successfully contracted infrastructure for hundreds of charging stations and 450 MW of distributed and utility generation capacity, primarily with public sector customers. He leads the team that executed on the successful SPURR EV electrification partnership. He will ensure we are leveraging the best proposals and work to successfully deliver value to Sourcewell's participating agencies.</p> <p>Nate Smith-Ide, Senior Sales Manager Nate is the sales lead for public education-sector customers. He will work with cross-functional teams and champion Sourcewell members internally in order to ensure that projects are delivered with high customer satisfaction. Nate has been responsible for over 60 MW of solar and storage projects with Californian K-12 districts, Community Colleges, UCs, and CSUs alongside the ForeFront Power team.</p> <p>Ana Diaz Puskar, Sales Manager Ana's focus at ForeFront Power is to develop renewable energy procurement strategies for public and corporate customers, helping customers deploy EV charging, solar, and storage portfolios and meet their renewable energy goals. She has worked for seven years pricing and developing large distributed energy portfolios, and she will lead the cross- functional team (development, engineering, storage, and O&M) that work on thorough proposals to Sourcewell's members.</p> <p>Rachel McLaughlin, Chief Commercial Officer Rachel leads policy, market strategy, land acquisition, project acquisitions, marketing, and direct sales to solar, storage, EV, and advisory C&I customers. She has over 13 years of energy sector sales and market strategy experience across over nine markets and 500 MW of distributed generation capacity. She led the team who executed on the successful School Project for Utility Rate Reduction (SPURR) solar and storage partnership. She will ensure we are leveraging the best terms and work to continue to deliver excellent value to our customers and Sourcewell members.</p>
<p>27</p>	<p>Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.</p>	<p>ForeFront Power will not use a dealer network or fulfillment partner to service orders for Sourcewell Members. Rather, ForeFront Power partners directly with manufacturers, contractors, and subcontractors on behalf of our customers to develop and construct projects, where our team manages all the components and delivers a complete scope to customers under a single agreement.</p>

<p>28</p>	<p>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>	<p>We know that our contractors reflect us, and we strive to ensure they hold our same values for quality and service. We manage all contractors, ensure they complete work in accordance with plans, specifications, and unique requirements for each portion of the work in their scope. This includes assisting them with payroll compliance, insurance certifications, managing daily reports, and ensuring that 3rd tier subcontractors are compliant as well.</p> <p>In addition to the criteria that we require of our Tier 1 equipment providers, we also consider the following qualities in our contractor partners:</p> <ul style="list-style-type: none"> • Experience and reputation: Contractors that we've worked extensively with in the past and those with longstanding reputations for quality and reliability take preference. • Portfolio and backlog: Review and inspection of past projects, as well as visibility into how many projects they are completing at one time to ensure we have their focus and attention. • Financial stability and yearly revenue • Planned staff and resources: Understanding of their expected commitment to our projects. • Expectations and requirements: The contractor must fully understand our project scoping breakdown, requirements, and expectations of responsibilities. • Design and engineering standards: The contractor must meet our specific standards for high design, performance, and reliability since we are the system's owner. <p>The contracting strategy is developed to best address the project schedule and cost objectives utilizing a field of pre-qualified contractors who can demonstrate a record of accomplishment and commitment consistent with the project Safety and Quality objectives. The plan is developed to generate a high level of bidder interest and the best competitive pricing structure available from the market. Preference is made to local sources when cost effective.</p>
<p>29</p>	<p>Service force.</p>	<p>ForeFront Power's in-house Asset Management team and our expansive partner network of 300+ vendors will be able to service Sourcewell members' fleet electrification projects. ForeFront Power's vendor and subcontractor network services many different markets nationwide , so we can leverage our relationships with these partners to complete various needs of the Sourcewell members. On-site services may be provided by third parties under the direction and management of ForeFront Power's in-house staff.</p> <p>Our in-house Asset Management team will be the point of contact for Sourcewell members, and we aim to set our customers' minds at ease. This team includes the following personnel who will work directly with Sourcewell member entities.</p> <p>Nate Skon, Senior VP of Operations, oversees the Asset Management team at ForeFront Power and manages all vendor relationships and strategy. He will work with Sourcewell and its members to ensure that technical and billing issues are resolved quickly, and that maintenance programs follow our strict guidelines.</p> <p>Aly Crofford, Senior Manager, Operational Asset Management, will be the single point of contact for Sourcewell and its members and will ensure excellent customer service over the duration of the post-sale maintenance period. Aly will train and report on monitoring information, operations, and maintenance events, and provide any needed support.</p> <p>Tyler Cheney, Senior Manager, Technical Asset Management, will oversee and manage all technical issues related to the operations and maintenance of the proposed solar projects. Prior to ForeFront Power, Tyler worked at Locus Energy (currently AlsoEnergy) where he oversaw the performance of hundreds of projects monthly.</p> <p>Natalie Kobayashi, Customer Experience Representative, will serve as an additional point of contact for all customers, supporting customer satisfaction and a strong relationship with ForeFront Power staff.</p>

<p>30</p>	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>As a turnkey systems developer, ForeFront Power does not offer an ordering platform that may be typical for an OEM or equipment supplier. Our process begins with an in-depth review and consultative support with Sourcewell members to come up with the best scope for their project success. Typically, the process begins with customer conversations, with the intention of building a comprehensive understanding of the customer's overall electrification goals and infrastructure needs. The direction from that engagement allows our sales, engineering, and product team to create an integrated infrastructure design that best fits each customer's unique needs, with input from the customer taken at each step along the way.</p> <p>In addition to evaluating the quantity and type of hardware, placement, and interconnection feasibility, ForeFront works with the customer to identify, apply for, and administer incentives and support customers' applications for any available grants that can be used to reduce project costs.</p> <p>Once the final scope is defined and incentives are reserved or applied for, ForeFront works closely with staff through their Council or Board approval process, supporting staff with presentation materials, workshopping staff reports, and creating deliverables for executive management and elected officials.</p> <p>After the project is approved and the contract is executed, ForeFront Power's construction team will manage the system through procurement, installation, and implementation. Our procurement strategy is carefully curated and has been market-tested by our Development and Engineering teams for over a decade. We work with only "Tier 1" equipment suppliers, meaning we leverage the most bankable products from the most reputable companies, with industry-leading warranty protection. Our procurement philosophy is "highest quality for best value." ForeFront will drive all supply chain procurement to ensure that the project schedule is maintained. ForeFront delivers turnkey installation for customers, completing necessary survey, title, and all pre-construction diligence. ForeFront Power's team also manages all detailed engineering and permit plan efforts to secure Notice to Proceed. During the construction process, ForeFront Power's team will manage all other services, including installation, permitting, and all works done by subcontractors. We oversee projects from initial mobilization through final commissioning.</p> <p>Upon final commissioning, ForeFront Power has a dedicated asset management team to aggregate data across various software systems - directly connecting to software platforms that read dispenser data to inform both necessary O&M activities as well as the kWh charging of each dispenser. In projects where the client is paying for the EV assets through a unit-of-measure consumption model, this aggregated data will form the basis of each bill. Every bill is reviewed by the asset management team prior to submission to ForeFront Power's accounting team for accuracy. No invoice can be generated by the accounting team without the required documentation to support the charges presented to a customer.</p>
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31	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>Each Sourcewell member will have a dedicated sales manager during the proposal process, a dedicated project manager during the construction and installation cycle, and a full team of in-house asset management personnel and customer service programs after the projects are operational. Additionally, our dedicated Customer Experience Representative, Natalie Kobayashi, initiates and maintains contact with customers throughout project execution to ensure feedback is heard on an ongoing basis and to act as another line of communication. ForeFront Power understands that each project is unique, so we create a tailored experience for our customers.</p> <p>The asset management phase of the project is the longest: usually a 10-year term for EV charging infrastructure. So, it is worth emphasizing that ForeFront Power has over 15 years of experience working with internal and external maintenance providers, for a variety of energy facilities all over the US. We have accumulated extensive experience in hardware servicing and extended warranty management.</p> <p>Partnering with our vendors, ForeFront Power can offer 24/7 proactive monitoring and technical support related to software alerts and hardware issues. The team proactively monitors all assets and can quickly respond to potential issues remotely. This proactive monitoring can be extremely effective at reducing charger downtime and preventing incidents that require an EVSE technician to be dispatched to the site. With many software providers, the fleet operator can receive error messages via email, and the support team is available via phone or email.</p> <p>When issues arise, our dedicated team is quick to respond and resolve those issues, ensuring that projects are delivered on time, issues are resolved rapidly, and outcomes meet our high standard of quality. Minimizing downtime is key for us as a partner, as we're incentivized to ensure these systems perform well. ForeFront ensures hardware and software work as they should so Sourcewell members can focus on keeping their fleets operating on their routes. We stand behind all of our installations and their performance, which includes replacing any faulty equipment and processing any warranty claims on behalf of our customers to ensure that the system operates as required.</p> <p>Since each of our projects are custom-designed and unique, we can offer a variety of types of service and response times to Sourcewell members. We are capable of response times as quick as same-day resolution, and often sign our contracts with uptime guarantees of up to 97%. We achieve this stellar uptime by utilizing effective preventive maintenance schemes, by leveraging 24/7 proactive monitoring, by contracting operations and maintenance with local partners that can respond to outages rapidly, and by implementing redundancy in our installations, installing surplus chargers so electric vehicles can always get the charge they need. Our incentive for maintaining great service is not only the contracted requirements in the uptime guarantees, but also the long-term relationships we foster with our clients: repeat customers are one of our best sources of business, and with contract terms of 10 years or more, our ultimate goal is long-term customer satisfaction.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	ForeFront Power's team holds over 15 years of experience and has worked on 1,408 projects with 300+ public sector customers across 29 states. The vast majority of our customers and projects are either already members of Sourcewell, or eligible to become so. As a result, we are well-positioned and eager to provide our full suite of products and services to Sourcewell members.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	ForeFront Power does not currently operate in Canada.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	ForeFront Power does not currently operate in Canada.	*
35	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	ForeFront can provide our turnkey EV infrastructure and O&M offering to Sourcewell Participating Entities, and has worked with schools, public agencies, and nonprofits in the past.	*
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Since ForeFront is a technology-agnostic developer, we work with partners that provide hardware, software, and installation on our projects, and these partners will occasionally restrict the regions in which they do work. In cases of restrictions like these, ForeFront will make commercially reasonable efforts to find alternative partners that are amenable to working in a project's location.	*
37	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

<p>38</p>	<p>Describe the process for installation of your products and services and explain the method of quotation, as applicable.</p>	<p>When developing EV charging and fleet electrification proposals, we take a thorough and holistic approach to designing the solutions and support needed to execute a customer charging program. The entire process, from initial consultative investigation to pricing evaluation and proposal, is conducted prior to contract execution. Before each price is presented to the prospective customer, we follow a 5-step process: Consultation, Site Visit, Analysis, Design, and Proposal.</p> <p>During the Consultation phase, our sales staff gathers information specific to each client's needs, objectives, short-and-long term utilization plan, and site constraints in order to conceptualize the best-custom solution. ForeFront Sales team work with customer stakeholders to obtain all as-built drawings, energy and load data, site single-line diagrams, utility overlay maps, utility feeder capacity, and transformer sizing. Our team has a suite of online tools to help make data sharing convenient and avoid burdening our partners' time.</p> <p>To understand each individual site, our experienced project managers and sales staff head on location to evaluate site specifics such as existing infrastructure, electrical capacity, and site configuration. Importantly, we evaluate each site's point of common coupling (POCC) to determine its condition, configuration, size, voltage, and location. Our sales and engineering team's expertise is working within the built environment, and we use our decades of experience evaluating conditions in advance to avoid disruption and complexities during implementation.</p> <p>After receiving all this information, our cross-functional teams analyze the data to provide a recommended panel of options that customers can elect to design and evaluate. ForeFront believes in an iterative analysis process to help customers gain buy-in and ownership of decision making and project conceptualization. Through an analysis of information gathered from each site visit and a complete picture of a customer's existing capacity and EV charging needs, we can then design an informed and scalable charging system.</p> <p>To help Sourcewell Members understand the total cost of ownership, meet key milestones, and deliver on cost expectations for your projects, we offer pre-contracting services including: Route Analysis; Risk Assessment; Technology Selection; Grant & Incentive Application Support.</p> <p>Our Design Engineers identify locations for EV charging infrastructure, conceptualizing all aspects of the development process. We take care to consider fire safety lanes, phasing needs, and ADA paths of travel. ForeFront Power offers technology-agnostic services and solutions, which allow us to pick the right EV charger and software solution for each site. This approach can reduce project cost and provide our customers with added flexibility today and in the future.</p> <p>The result of this process is a thoroughly diligent, and de-risked proposal. For each EV charging and fleet electrification project we provide pricing, design, and a benefits assessment. All assumptions and uncertainties in these estimates are clearly spelled out and communicated to the customer.</p> <p>Like our design process, post-contracting project development at ForeFront Power is a collaborative undertaking. We work closely with our partners to ensure that all site specifics and partner needs are accounted for, and that the project is set up for successful execution. Typically, we complete the proposal process, outlined in the previous section, prior to contract execution; the development approach summarized here is completed post-execution. In the case that a customer agreement is not in place, an LOI may be an appropriate alternative to begin development work. A typical EV charging development process is spread across four phases: Site Diligence, Engineering, and Financing; Permit Approvals and Procurement; Construction; and Commissioning. We have also included a sample schedule and detailed development process in Exhibit 4.</p>
<p>39</p>	<p>Demonstrate your capabilities to provide solutions offered by providing a list of significant government, public agency, or similar entity projects completed in the past five (5) years.</p>	<p>In the past 5 years, ForeFront Power has developed in total of 306 projects. In the public sector, we have completed 243 projects, totaling to 136 MW. Please see the list below for significant government and public agencies that have contracted ForeFront Power to develop their EVSE scopes.</p> <p>Grossmont Cuyamacca CCD, San Jacinto USD, Los Altos USD, Lammersville USD, Tracy USD, South Monterey Joint UHSD, University of California Santa Cruz, State Cener USD, Newark USD, Fremont USD, Oakland USD, Santa Clara County, Pomona USD, Victor Valley College, and San Luis Obispo City.</p> <p>Please see Exhibit 8 for detailed case studies.</p>

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
40	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Please see Exhibit 5 for our detailed Marketing Plan.
41	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Please see Exhibit 5 for our detailed Marketing Plan.
42	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>A successful partnership between ForeFront and Sourcewell will depend on joint promotion efforts, such as a joint presence at conferences , co-hosting webinars and podcasts, and other marketing initiatives. ForeFront Power would also welcome the opportunity to host training calls for Sourcewell staff to ensure they are educated on our full suite of offerings.</p> <p>Over the past 7 years, ForeFront Power's sales team has been intimately familiar with the proposed Sourcewell procurement solicitation. We have presented the concept of a "piggy-backable" RFP to hundreds of public sector customers, guided them through membership sign-ups, advised on local procurement utilization, and presented for boards, city councils, and elected officials. We have contracted with over 70 public agencies through similar contracts.</p> <p>If awarded this Sourcewell contract, marketing to Sourcewell members will become a core portion of our EV infrastructure marketing strategy. We recognize the enormous buying power of the co-op and its membership, and will take assertive action to ensure we leverage this opportunity effectively with maximum reach.</p>
43	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>At this time, our development, procurement, and installation processes are tailored to meet the needs of each customer and of each project. Due to the custom nature of each project, the varying needs of each customer, and the full project scope we deliver, this process cannot be managed through an e-procurement system. Such systems are more commonly used by product manufacturers that have standard items with distinct quantities/features that a customer can select, where ForeFront Power designs the entire project for public agencies and prepares recommendations on equipment and software included in the total project cost.</p> <p>One size does not fit all. We believe customized solutions for each unique customer will ultimately save customers time and money. We are a one-stop shop and the only point of contact for Sourcewell members' fleet management projects, from start to finish.</p> <p>Through a product-agnostic approach, ForeFront Power procures what is right for our customers, and we select only tier-1 equipment from reputable suppliers and subcontractors.</p>

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *
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44	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>ForeFront Power is a technology-agnostic infrastructure developer, working with industry-leading partners that provide hardware and services. As such, ForeFront leverages our own industry knowledge as well as manufacturers' product information and existing training programs when providing optional training to our customers. We work with these partners to leverage their own in-house training programs, or to develop custom education curricula as dictated by customer needs.</p> <p>Several charger manufacturers offer training once their chargers are installed, in some cases free of charge. Although this resource varies depending on the manufacturer and charger models selected, this can be a valuable resource for the team that will be operating chargers on-site. ForeFront Power will defer to the manufacturer procedures and available trainings if customer personnel will be in charge of maintenance; however, if ForeFront Power is responsible for operations and maintenance (typical for financed solutions such as Fixed Annual Fee or Charging-as-a-Service), this is something our team and subcontractors will manage.</p> <p>For software trainings, our software providers can also offer various type of trainings for the customer. As an example, one of our software partners, The Mobility House (TMH), can tailor a series of training sessions to the personnel who will support and utilize the energy management dashboard. The cost of this training is included with any project. The TMH team uses a train-the-trainer approach, which has been shown to be the best method of training per their multiple years of experience working with transits. Sessions generally last one hour so there is time for Q&A, and the sessions can be recorded for future reference.</p> <p>Training and education are included in proposal pricing at no extra charge. For transparency and/or if contracted separately, we have provided hourly pricing for this scope in the proposal.</p>
45	Describe any technological advances that your proposed Solutions offer.	<p>ForeFront Power is technology agnostic, meaning we work with an expansive network of partners and vendors. As the industry evolves, we evolve to offer the latest technological advances to our customers.</p> <p>In the best interest of our customers, we focus on leveraging the right partnerships, technologies, and product mixes to meet their project needs. We have created customer proposals that include leading technologies such as vehicle-to-grid (V2G) technology, inductive charging, load management technology, mobile charging solutions, microgrid and renewables integration, and more.</p>
46	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>At ForeFront Power, our mission is to be the industry's most respected and innovative renewable energy provider. Our goal is to transform the energy sector in ways that customers recommend, employees embrace, partners value, and our planet needs.</p> <p>As a leader in the clean energy industry, ForeFront Power incorporates sustainability into our core business operations through internal and external efforts. For example, ForeFront Power's headquarters in San Francisco is a Platinum LEED Certified building. More specifically, the following policies and practices supplement our core business of delivering "green" energy projects:</p> <p>Employee Education</p> <ul style="list-style-type: none"> · Presentations to educate employees on proper recycling & composting practices, resource conservation ideas, importance of low-toxic purchasing, etc. · Informing employees about environmental resources by distributing the Employee Green Resource Guide · Using clear signage for compost, recycling, landfill, water conservation, and energy conservation · Striving to host only zero waste events (i.e. ensuring that no waste is generated during company happy hours, meetings, etc.) · Reusing equipment such as furniture, and/or donating usable items to charity. <p>Toxic Reduction</p> <ul style="list-style-type: none"> · Only purchase low-toxic janitorial cleaning products certified Green Seal, UL/Ecologo, Safer Choice, and/or meet the criteria on www.sfapproved.org. · Lighting – Purchase LEDs, T8 or T5 low mercury fluorescent lamps. · Dispose of hazardous materials safely. <p>Green Purchasing</p> <ul style="list-style-type: none"> · Printer paper, business cards, marketing materials, collateral, etc. with minimum of 50% post-consumer waste (PCW) recycled content. · Janitorial paper with post-consumer waste (PCW) recycled content (toilet paper and facial tissues minimum 20% PCW, paper towels minimum 40% PCW). · Chlorine-free paper products. · Remanufactured or refillable toner cartridges. · Energy Star-rated refrigerators, appliances and office equipment. · EPEAT verified computers, laptops, and monitors (http://epeat.net/). · The most water-efficient toilets, urinals, showerheads and faucet aerators.

47	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>ForeFront Power is certified as a Green Business through California's Green Business Network.</p> <p>For ForeFront Power's projects that have received awards and certifications, please see our answer to question 20.</p>	*
48	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>ForeFront Power offers turnkey solutions to the complicated fleet electrification projects: procuring charging infrastructure and interfacing with the local utility for interconnection capacity, managing electricity costs vs. fuel costs, managing electric vehicle (EV) charging time to minimize charging cost and ensure availability for routes, charging location, route adjustment, fleet depot renovations, and much more. At ForeFront Power, we tackle these challenges, integrating these needs into a one-stop shop offering for our customers.</p> <p>In addition to design-build projects, ForeFront offers our customers full-wrap financing over a multi-year term thanks to the strong financial backing of our parent company, Mitsui. Under this financing structure, ForeFront will plan, design, and construct infrastructure projects for customers with zero upfront cost. Our EV projects are typically contracted over a ten-year operational term. As a turnkey provider, ForeFront is the one point of contact for customers, providing advisory, grant writing, design, engineering, hardware and software selection, contracting, construction, operation, maintenance, warranty claims, and all necessary project elements under a single monthly fixed fee. If desired, ForeFront can even roll the cost of energy into that fixed fee, reducing utility bill risk for customers and creating a true all-in-one solution for customers.</p>	*
49	Describe all end-user payment methods offered for charging, as applicable.	<p>ForeFront Power is technology agnostic when it comes to end-user payment methods. We can provide the general payment methods with the major credit cards and RFID cards, but if customers have specific requests, we can also tailor to the needs of our customers by having a vast vendor network. For example, we have listed some of our partners' end-user payment methods.</p> <p>TMH's ChargePilot Payments is able to use Stripe, Elavon, Adyen, Payter, and Wise. ChargePoint uses USAePay, Cybersource, Paypal, and Globalpayments.</p> <p>TMH's ChargePilot Payments uses charge keys as a replacement for standard gas fuel cards, giving users a convenient way to initiate a charge by sending a signal to the ChargePilot Payments system. The charge key acts as an extension of the user's ChargePilot Payments Wallet and other payment methods.</p> <p>For ChargePoint, EV drivers can register with a ChargePoint driver account to enable greater functionality and convenience via the ChargePoint Network. This is a free service to EV drivers and does not require any subscription or any setup fee to join. ChargePoint offers a variety of payment options to ensure EV Drivers can have the flexibility to pay the way they want. Depending on the station operator's needs and how they configure their ChargePoint networked station, EV drivers will be able to use multiple point-of-sale methods including:</p> <ul style="list-style-type: none"> -Credit Card: Drivers may use a contactless credit card or call the toll-free number clearly displayed on every station 24/7 to authorize charging. EV drivers will be able to pay via a credit card without having a ChargePoint account or the mobile app. -Apple Pay and Google Pay "Tap to Pay": ChargePoint stations are compatible with Apple and Android phones using NFC technology with Google Pay and Apple Pay, allowing drivers to pay by tapping their phones at the station as if they were using a contactless credit card. No membership or registration required. -ChargePoint Account and RFID Card: New drivers can open an account online and sign up to receive a free ChargePoint card. The driver's ChargePoint account is synced to the driver's credit card, PayPal, Google Pay, or Apple Pay as a funding source. -ChargePoint Mobile App: EV drivers can start and stop charging with just one tap in the mobile ChargePoint app. Like the ChargePoint RFID card, this app is synced to the driver's ChargePoint account. -Smartphone and Smartwatch "Tap to Charge": ChargePoint drivers can use the NFC capabilities of their Android or Apple smartphone or smartwatch and tap at the station in lieu of using an RFID card. This feature ties the session to the driver account, enabling all features of the mobile application and activity tracking. -Roaming Between Networks: ChargePoint registered drivers can utilize the ChargePoint app to initiate a charging session on any implemented roaming partner charging network, and conversely can utilize a roaming network's account to activate a station on the ChargePoint Network. ChargePoint is a founding member of the effort to develop roaming agreements between all major charging networks to help charging seamless for all EV drivers. <p>ChargePoint handles the entire billing process on behalf of all parties to make it easy for all. All payment processing, funds transfer and collections are handled automatically with ChargePoint aggregating and remitting the balance, net fees, to the station operator on a quarterly basis.</p>	*

<p>50</p>	<p>Identify the data collected when your equipment, products, and services are accessed by an end-user.</p>	<p>ForeFront Power is a turnkey developer so we work with a network of vendors so data collected from each vendor can vary. When customers have specific requests or concerns, we will take them into consideration and look for the best solution. Please see below for more details on data collection from two of the partners we work with.</p> <p>TMH: When a user registers their profile, TMH's ChargePilot Payments will process their personal data, including name, email address, telephone number, postal address, bank/payment information, and information on purchased services. When a customer uses TMH's payment services, ChargePilot Payments will further process information related to location, date/time, frequency and EV charging pattern. To collect payment information, TMH uses third-party credit card payment processing company Stripe, which then acts as a data processor and stores user payment information. The legal basis for the processing of user personal data is Art. 6(1)(b) of the GDPR.</p> <p>ChargePoint: As it relates to data privacy, ChargePoint is committed to the security of all customers' data. ChargePoint has achieved some of the most stringent information security standards in the industry and is certified under PCI DSS, ISO 27001, SOC II Type II, FedRamp (the U.S. government standard for highly secure cloud services), and comply to GDPR and CCPA privacy requirements. Please visit ChargePoint's Trust Center to learn more about ChargePoint's security posture and request access to security documentation: https://trust.chargepoint.com/. For specific on ChargePoint's privacy policy, which includes information they collect, please visit https://na.chargepoint.com/privacy_policy.</p> <p>ChargePoint provides extensive monitoring and reporting capabilities in a user-friendly and highly flexible web interface to provide charging data to its users. ChargePoint stations are continuously communicating over the ChargePoint network and status updated in real-time and available on the web-based admin interface and via push alerts. The ChargePoint web interface provides the tools necessary to actively monitor and manage all stations, including near real-time status for each port, making it easy to view important data in a clear and concise table format. All data reports may be exported to Excel or CSV format from the reports page. The categories of reporting available on the ChargePoint web portal include: -Analytics: A large collection of information, including peak occupancy, session information, energy dispensed, and GHG savings. There are several reports under Analytics including the Unique Driver Report, Session Length Histogram Report, and the Average Utilization Report. -Financial: If a fee is associated with charging, this report shows the monthly Flex Billing statement, including how much Drivers spent charging at the Organization's stations, and how much money the Organization receives monthly. -Logs: A chronology of configuration changes and the success or failure of any attempt by the ChargePoint cloud to download information to the stations. -Audit Trail: All configuration and other actions including the user account that performed the action. -Alarms: A table of station events, including service-affecting faults.</p>
<p>51</p>	<p>Describe applicable data security measures and identify any services performed outside the US or Canada, as applicable.</p>	<p>ForeFront Power abides by all regulations regarding the protection of personally identifiable information and safeguards client information across its IT systems. ForeFront Power's IT infrastructure uses modern security measures to keep client information safe. All account access is managed centrally with role-based permissions, and all accounts are MFA enabled to ensure secure access with rights being given to employees only when necessary to perform their assigned job functions.</p> <p>The accounting package leveraged by ForeFront Power for billing is Sage Intacct. Sage Intacct maintains a SOC 2 Type II opinion from a reputable, independent third-party audit firm. They conduct this activity once per year. The controlled report is available under NDA to relevant parties (including customers and prospective customers) upon request.</p> <p>Any client data stored across ForeFront Power systems are encrypted in transit and at rest to ensure its safety.</p> <p>As a technology-agnostic developer, ForeFront Power partners with various third-party software providers to operate EV charging projects for our customers. While we only work with established software providers that offer high standards of data security, the exact data encryption levels offered may slightly differ between providers. Below is information on solutions from The Mobility House (TMH) and ChargePoint, while other providers' information can be provided upon request.</p> <p>TMH's practice is to encrypt data both at rest and in transit. Connectivity to any TMH API endpoint must use TLS encryption over TCP/IP. TMH solely uses SSL certificates with at least a SHA256-FULL-CHAIN based encryption key purchased from Section and Geotrust. Data accessed with ChargePilot UI is encrypted with a minimum of TLSv1.2, with customer authentication enforced. Accessing production systems or data requires authentication using keys via a central host with monitoring, auditing, and logging. TMH uses a cloud-hosted email service that operates with SMTP. SMTP allows for optional TLS to remain compatible with other organizations. All emails are accessed with encryption in transit and all data are encrypted at rest. TMH has a VPN connection using best-practice encryption standards via</p>

MDEX. Sensitive user data is encrypted with a 2-step approach (refer to: <https://codahale.com/how-to-safely-store-a-password/>) first salting the data and then encrypting the data by using Blowfish algorithm via Bcrypt implementation using 10 salt rounds.

We have also included ChargePoint, who has achieved some of the most stringent information security standards in the industry as they are certified under PCI DSS, ISO 27001, SOC II Type II, FedRamp (the U.S. government standard for highly secure cloud services), and comply to GDPR and CCPA privacy requirements. Please visit ChargePoint's Trust Center to learn more about ChargePoint's security posture and request access to security documentation: <https://trust.chargepoint.com/>.

As further evidence of ChargePoint's commitment to cyber security, ChargePoint's software solutions was the first to receive FedRAMP certification. The Federal Risk and Authorization Management Program (FedRAMP) is a program housed in the U.S. General Services Administration (GSA) and created to standardize the assessment, authorization, and monitoring of cloud computing services used by federal agencies. Cloud service providers (CSPs), software-as-a-service (SaaS) companies, and other cloud providers seeking to work with federal government agencies need to demonstrate FedRAMP compliance to do business with federal agencies.

ChargePoint also maintains PCI compliance and is audited on an annual basis by Coalfire, an independent 3rd party Qualified Security Assessor (QSA). Coalfire has more than 17 years' experience in IT security and compliance, serving thousands of client organizations across the United States and Europe. Their client list includes 3M, AWS, Azure, Orion Health, Concur, InstaMed, and many more.

ChargePoint's Information Security Policy is based on the PCI-DSS 3.2.1 information security standard and this policy is reviewed at least annually. The PCI DSS standard requires a comprehensive information security policy that is used throughout the organization and is distributed to all system users, including contractors, vendors, and business partners. ChargePoint uses this chapter of its policies, Requirement 12, as a stand-alone security policy for that purpose, in addition to Requirement 12's other functions within the PCI standard.

ChargePoint provides services to thousands of customers through a cloud-based platform that is hosted at Amazon AWS. The IT infrastructure that AWS provides to its customers is designed and managed in alignment with security best practices and a variety of IT security standards, including:

- SOC 1/SSAE 16/ISAE 3402 (formerly SAS70), SOC2, SOC3.
- FISMA, DIACAP, and FedRAMP.
- DOD CSM Levels1-5, PCI DSS Level1.
- ISO 9001 / ISO27001.
- ITAR, FIPS140-2, and MTCS Level3.

The production environment at AWS is isolated from the ChargePoint corporate network. ChargePoint also has no connection to any of their partner networks. The charging stations all communicate over the cellular network, bypassing the need for any local IT connectivity. Access to the cloud-based platform is via standard web browser with no plugins required.

ForeFront Power currently do not operate outside the US or Canada.

<p>52</p>	<p>Demonstrate your capabilities around long-term stewardship of proposed equipment, products, or services offered such as maintenance, performance warranties and guarantees, operational uptime, hardware warranties, and similar stewardship functions.</p>	<p>ForeFront Power manages the operation and maintenance of the charging projects we develop, engaging the hardware manufacturers and software providers to ensure comprehensive warranties and service level agreements. Our maintenance approach is threefold: we use software to monitor networks for outages and broken parts, warranties to protect EVSE hardware, and our asset management team ensures the smooth operation, maintenance, and continued use of those of these components. This maintenance package is customized for each project, dependent upon site constraints, charger configurations, a customer's desired level of coverage, and more.</p> <p>ForeFront understands the critical importance of procuring and maintaining reliable charging infrastructure. To promote long-term success in our projects, we combine labor and parts warranties with remote system monitoring & troubleshooting that ensure customer EV charging stations operate smoothly and efficiently. ForeFront takes both preventative and corrective measures to provide long-term support and extend functionality of infrastructure. These services ensure charger reliability at a fixed cost. Our maintenance support package can include, but not limited to:</p> <ul style="list-style-type: none"> - Charger Labor Warranty: Our Charger Labor Warranty is a comprehensive pre-paid maintenance plan using certified technicians, efficient dispatch, and detailed work order reporting to maximize charger uptime. - Charger Parts Warranty: chargers purchased from ForeFront include industry leading warranties that cover replacement of defective parts during the warranty term. - Remote System Monitoring & Troubleshooting: Parts and labor warranties are enhanced by 24/7 remote monitoring and proactive troubleshooting. <p>Level 2 chargers and DCFC are distinct products with different maintenance procedures once on site, but the strategy and details described above apply to both types of chargers. One of the well-known frustrations with electrified transportation is out-of-service chargers; it is common for EV charger OEMs to offer uptime guarantees of 97-98%, but real-world data from operating sites shows actual performance far below these levels. Charger uptime is one of the most critical indicators of EVSE system performance, so ForeFront Power reviews these details for chargers, conducts additional analysis, and includes contingencies in our site-specific project proposals to provide a complete uptime assurance agreement.</p> <p>Our operating portfolio has a performance index of greater than 99 percent (measured performance versus modeled performance pre-contracting). Currently, ForeFront Power operates and maintains hundreds of projects that comprise hundreds of megawatts of energy resources. Based on the most comprehensive data set on the performance of U.S. energy assets, ForeFront Power's U.S. energy asset management portfolio is performing 6% above the nationwide industry average.</p>
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
53	Select 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 and a listing of dealerships, HUB partners or resellers if available. Select all that apply.	Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
54		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
55		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
56		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
57		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
58		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
59		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
60		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
61	Describe your payment terms and accepted payment methods.	<p>ForeFront Power accepts checks and electronic transfers like direct deposit, ACH, and wires for our scope of services. Our payment terms vary from contract to contract to best address customer requirements.</p> <p>For EV Charging payments, please refer to question 49 for our detailed response.</p>

62	Describe any leasing or financing options available for use by educational or governmental entities.	<p>ForeFront Power is proud to offer leasing and financing options to Sourcewell members. Our financed offering, referred to as Fixed Annual Fee agreement, includes an innovative financing structure that allows public agencies to receive an integration of the following solutions under a simple monthly fee:</p> <ul style="list-style-type: none"> • Electric vehicle charging and other related equipment • Monitoring & charge management software • Implementation & integration with existing systems • Design, permitting, engineering & construction • Operations & maintenance • Incentive optimization: ensuring we maximize all available funding for such solutions <p>Best of all, these solutions come with no capital outlay. Customers can allocate their valuable capital to other projects, save on staff resources to manage these new products, and save on transportation expenses within the first year of operation. The financing term is flexible but is typically offered at 10 years.</p> <p>For customers that are interested in predictable utility bill costs for electric vehicle charging, ForeFront Power offers a Charging-as-a-Service (CaaS) structure that, in addition to all components above, includes the cost of charging. This creative financing structure is highly flexible and can be tailored to each customer's specific needs.</p> <p>Because CaaS offering typically includes cost of vehicle charging, it's relevant to private fleet charging only, where the charge management software has full control of charging times and the customer provides the driving and dwell time schedules to ForeFront Power. Our selected software management system ensures that vehicles are fully charged in the most cost-effective manner, optimizing for utility costs such as peak demand charges and time of use energy rates. The customer receives a predictable cost of charging through our fixed rate payment structure, with the exact cost of CaaS varying on each project. Pricing is dependent upon the vehicle models, daily mileage, charging schedules, utility rates, electrical infrastructure upgrades, interconnection strategy, and all other applicable elements of the project scope.</p>	*
63	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Please see attached Exhibit 9 and Exhibit 10 for ForeFront Power's Cash Purchase Agreement and Exhibit 3. for the General Energy Service Agreement. We can also provide Charging as a Service Agreement upon request.	*
64	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?	ForeFront Power, as a turnkey provider, is not set up to accept any card transactions. For charging payments on the EV chargers that ForeFront Power deploys, our partners accept many card payment methods. For detailed information on payment methods for EV chargers, please see question #49.	*
65	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.	In order to respond to this RFP, we have shown a sample of the components of our EV infrastructure projects: the hardware, software, services, and labor that are a part of our infrastructure projects, with line-item discounts of 15%. However, ForeFront's typical pricing model is to offer a full infrastructure project under one turnkey price. These turnkey project prices are custom for every site and customer and include scope items beyond what is included in the attached pricing book.	*
66	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.	ForeFront Power is offering a 15% discount on the line-items included in our proposal pricing book.	*
67	Describe any quantity or volume discounts or rebate programs that you offer.	ForeFront Power does not provide any volume discounts, because each of our projects is developed on a custom basis. We are committed to delivering our customers the best possible value on their projects, meaning we pass all available discounts from manufacturers on to our customers. For instance, if one of our vendors offers discounts for high-volume orders or multi-year prepayment of services, we pass those savings through to our customers in the form of a reduced fee.	*
68	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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.	Any line-items included in our pricing spreadsheet are discounted, and anything outside of pricing sheet are a fixed markup, so "at cost plus a percentage".	*

69	<p>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.</p>	<p>ForeFront Power's projects are developed on a turnkey basis, meaning we deliver fully integrated infrastructure projects consisting of electrical infrastructure, hardware, software, installation, permitting, and any other services needed to fully complete a project. We typically do not resell hardware, software, or services on a standalone basis. In order to respond to this RFP, we have shown a sample of the components of our EV infrastructure projects: the hardware, services, software, and labor that may be a part of our infrastructure projects. Therefore, several elements of the total cost of an energy infrastructure project are not included, such as asset management, operations and maintenance, grid upgrades, installation, power cabinets and other site infrastructure, and the cost of charging.</p> <p>We have submitted pricing for components listed in this RFP, but when contracting on a project we will offer a broader scope for a complete EV charging infrastructure project. These additional costs would be proposed by ForeFront on a project-specific basis and will include site-specific recommendations of products and services from third parties, such as equipment and software. As a technology-agnostic developer, ForeFront works with third-party hardware, software, maintenance, installation, and other service providers that are experts in their space. As the customer's single point of contact, we manage relationships with all other parties to deliver a complete project to customers in a seamless manner, becoming their one "back to pat." Any elements of the total cost of a full project acquisition not included in this pricing would be imposed by ForeFront, as the singular counterparty contracting with Sourcewell members.</p>	*
70	<p>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>The scope and services included in our pricing for this response do not include separate shipping/delivery pricing. ForeFront typically delivers projects on a full turnkey basis, which means we include shipping costs in our total system price. For the vendors for which we have freight pricing, we have included those costs in our pricing catalog. ForeFront Power takes responsibility for any risk of product damage, whether it is in transit or in storage while we are constructing the site and installing the product.</p> <p>Working with a turnkey provider like us saves customers time and money. We are a one-stop shop and the only point of contact for Sourcewell members' fleet electrification projects. We believe one size does not fit all, and customized solutions are needed for each unique customer, so we will manage various shipping and insurance companies to ensure the product is covered and any damage is properly remedied with minimal interruption to the customer.</p>	*
71	<p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p>	<p>ForeFront Power currently does not operate in Canada. Since ForeFront is a technology-agnostic developer, we work with partners that provide hardware, software, and other elements of our projects. We are not a reseller ourselves, so we negotiate favorable freight, shipping, and delivery terms with each of our vendors for specific projects. Because ForeFront is involved from procurement through construction, we handle this entire process on behalf of Sourcewell members. However, it is possible that certain vendors will restrict the regions in which they operate. In cases of restrictions like these, ForeFront will make commercially reasonable efforts to negotiate favorable shipping, freight, and delivery terms, or to find alternative partners that are amenable to working in a project's location.</p>	*
72	<p>Describe any unique distribution and/or delivery methods or options offered in your proposal.</p>	<p>ForeFront Power's turnkey solution means we are typically responsible for delivering entire projects, including logistics, insurance, and warehousing. For individual projects, we streamline construction timelines by warehousing stock of long-lead items, and by scheduling delivery of hardware so disruptions are minimized.</p>	*
73	<p>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.</p>	<p>Throughout our extensive experience with SPURR over the last 7 years we have consistently complied with the terms agreed to. In that relationship, our compliance procedure includes regular pipeline meetings to debrief the SPURR team with new leads, detailed discussions of projects in various stages of contracting, and using pre-approved agreement templates. As part of this process, SPURR has the ability to verify that our pricing is aligned with our agreement. ForeFront welcomes the opportunity to discuss and create a mutually beneficial compliance procedure with Sourcewell that can include these strategies or other ideas.</p>	*

74	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Similar to the answer to question 70, ForeFront Power will create a tracking process to report our internal metrics to Sourcewell. In the past, we have created trackers including the following metrics: numbers of leads and conversations initiated, proposals submitted, awarded deals, and executed projects, with relevant details. We are happy to replicate this successful metric tracking model or any of its components, but we remain flexible to create a unique metrics system with Sourcewell, specifically tailored to this program.	*
75	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	ForeFront Power proposes a fee of 2%, which is within the suggested range of 1-2%. We have worked with other fee structures, and would be open to negotiating an alternative pricing structure with Sourcewell. The pricing submitted in this proposal reflects a fee of 2%, and should we negotiate a different fee, the pricing will be adjusted to reflect this change.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
76	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The pricing offered by ForeFront Power is as good as than pricing typically offered through existing cooperative contracts.

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A, 7B and 7C)

Line Item	Question	Response *
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<p>77</p>	<p>Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.</p>	<ol style="list-style-type: none"> 1. EV Charger Hardware <ul style="list-style-type: none"> o Level 2 Chargers, with power outputs of 32-80A, wall-mounted and pedestal-mounted o Level 3 DC Fast Chargers, with power outputs as high as 640kW. All-in-one unit solutions and split cabinet/dispenser solutions o Inductive charging solutions o Vehicle-to-grid capable chargers o Spare parts, including replacement cables, cable management solutions, pedestals, & more o Cable management solutions o J1772, CCS, NACS, and CHAdeMO connectors o Liquid-cooled high-amperage cables o Power modules, for upgrading power output or replacing faulty parts o Credit card readers o Pedestals o Buy America compliant options 2. EV Charging Services <ul style="list-style-type: none"> o Pre-Commissioning o Commissioning, on-site and remote options o Charger Activation o Freight o Parts Warranty o Labor Warranty o Service Level Agreements (SLAs), 1-5 year terms, including alerts, repairs, and monitoring <p>We have included pricing for SLAs offered by our manufacturer partners. Please note that ForeFront offers 10-year SLAs on our financed projects, which are custom-priced for each charging site.</p> <ul style="list-style-type: none"> o Repair Services o Preventive Maintenance 3. EV Charging Software <ul style="list-style-type: none"> o EV charging monitoring software o EV charge management system software o On-site controllers for software, to ensure continued operation in the case of network outages o Cellular connectivity data for software o Software commissioning o Dynamic load management software services integrating with site loads o Dynamic load management software services integrating with distributed energy resources, including energy storage, microgrids and/or onsite generators o Public charging payment processing services o Integration of charge management software with telematics providers o Additional users of web tools o Maintenance web platform o Advertising web platform o Configuration and activation fees 4. Labor, Time and Materials <ul style="list-style-type: none"> o February 2025 prevailing wages for electricians and carpenters in select US geographies 5. ForeFront Turnkey Pricing <ul style="list-style-type: none"> o Illustrative example of our full-wrap EV infrastructure pricing, which includes all elements of an EV infrastructure project o Illustrative example of our full-wrap solar infrastructure pricing, which includes all elements of a solar PV infrastructure project o Illustrative example of our full-wrap battery-electric storage system infrastructure pricing, which includes all elements of a BESS infrastructure project
<p>78</p>	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>The subcategory under this RFP that best describe our products and services is Category 1. We also included off-grid Category 2 solutions in our response. These include:</p> <ul style="list-style-type: none"> • All forms of network and non-network electric vehicle charging hardware and related infrastructure, including charging stations; • Services related to the respondent's offering of electric vehicle charging hardware, including maintenance, repair, parts, supplies, and training; • Site Assessment, site preparation and materials, and installation services related to electric vehicle charging hardware offered above; and, • Electric vehicle supply network service providers and operators, charge monitoring and reporting services, billing services, grid and power management solutions, with related software technology; • Solar and battery storage system pricing that could allow for off-grid operation of EV chargers.

79	Demonstrate your experience and capabilities installing and supporting Level 3 DC Fast Chargers	<p>With ForeFront Power's experience in developing over 1,400 energy projects for public sector customers, we have a deep understanding that each project is unique. As a turnkey developer of complex generation projects, ForeFront Power works with our vast network of vendors and partners to deliver customized solutions for each customer. As part of this comprehensive offering, ForeFront has full capability to plan, interconnect, install, commission, and maintain Level 3 DC Fast Chargers. This includes installing and maintaining hardware that has over 24,000 DC ports deployed across North America.</p> <p>DCFC installations require much of the same hardware and development oversight that would be warranted by other energy projects ForeFront routinely develops and deploys, including aspects such as the amount of due diligence for siting permanent hardware on a customer-owned property, experience in designing electrical assets for a site host's operational parking lot with the site host's needs in mind, experience working with DC power (sometimes a source of concern within the building inspection industry), experience managing a variety of contractors (such as electrical, civil, fencing, and boring contractors), experience with work pertaining to Americans with Disabilities Act (ADA) scope, and experience coordinating the connection of a new electrical asset to customer-owned service equipment.</p> <p>ForeFront also exclusively partners with local service subcontractors with robust experience in repairing and maintaining DCFCs as part of our DCFC offerings.</p>
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<p>80</p>	<p>Demonstrate the capabilities of proposed equipment, products, or services in regard to Charger-to-Charger Network Communication, Charging Network-to-Charging Network Communication, and Charging Network-to-Grid Communication.</p>	<p>The EV charging equipment listed in our response is either compatible with or can be integrated with many different OCPP-compliant software systems. Software selection is guided by customer preference and site design details; as technology-agnostic developer, ForeFront Power can offer solutions that meet the needs of our customers.</p> <p>ForeFront Power as a vendor agnostic developer, can partner with different software services to cater to the needs of our customers. Please see below for two of the example software services from TMH and ChargePoint:</p> <p>TMH</p> <p>TMH's ChargePilot software is designed with interoperability in mind, enabling it to seamlessly integrate with other software systems through various communication protocols to simplify operations for the end user.</p> <ul style="list-style-type: none"> • Demand Response: ChargePilot can receive demand response signals through a variety of different methods including OpenADR and email-based systems. • Export API: The export API allows ChargePilot to send valuable data to other systems and gives our clients the flexibility to use the data from the ChargePilot dashboard to build customized reports. TMH's team is working with certain clients and partners to integrate ChargePilot with their systems; other clients plan to use the export API to build their own dashboards. • Modbus: The ChargePilot Modbus TCP interface allows charge management to be integrated with building energy management systems or microgrid controllers so charging can be optimized. In this setup ChargePilot receives signals from the client system, providing ChargePilot with a dynamic Charging Power limit. Through its Modbus interface, ChargePilot has many readable data points that could be taken in by the client system. • On-site Generators or Other Relay-based Controls: ChargePilot can be integrated with on-site generators through a relay-based connection, allowing ChargePilot to raise or lower the power available to the chargers, dependent on the signal. • Open Charge Point Protocol (OCPP): TMH provides industry leading interoperability with the ability to integrate with any charger that is fully compliant with Open Charge Point Protocol (OCPP) 1.6J and above (including OCPP 2.0.1). • OCPP Proxy: The Mobility House uses OCPP Proxy to integrate with billing platforms, routing relevant OCPP messages directly from the charge point to the 3rd party billing platform to authorize vehicle charging via an encrypted connection. TMH can support billing platforms capable of a variety of functions such as collecting and routing payment for public chargers and managing consumption and costs across fleets. <p>ChargePoint</p> <p>Charger to Charger Network: In addition to manufacturing and selling our own EV charging equipment, ChargePoint has over 10 years of experience with integrating EVSEs from other manufacturers into their network. The ChargePoint Network supports the OCPP v1.6J and 2.0.1 protocol making it possible to integrate any charging station that communicates via the protocol into the network. ChargePoint has developed a robust integration program with a dedicated team to facilitate this process to adequately conduct integration testing and ensure stations work as expected. Currently, ChargePoint's global portfolio of charge management software supports charging hardware from: ABB, Alfen, IES, Alpitronics, BTC Power, Ebusco, Heliox, Proterra, Siemens, Tritium, LG and more.</p> <p>Charger Network to Charger Network: ChargePoint was a founding member of the industry effort to enable "roaming" which provides seamless EV driver access, including payment, to multiple charging networks via one native account. This is enabled via the OCPI open protocol that governs the communications between charging networks. ChargePoint has entered into agreements with all of the major charging networks to help simplify the EV driver experience. This includes EVGo, Greenlots, AddEnergie (FLO), EVConnect, Enel X and dozens of more roaming partnerships in Europe.</p> <p>Charger Network to Grid: ChargePoint was one of the first charging networks to be certified as OpenADR 2.0b compliant to help support the broadcasting of price signals and demand response events from utilities to charging station operators. ChargePoint's newer stations, including the CP6000 and Express Plus, also support ISO 15118 enabling more advanced communication between vehicles and the grid. In addition, ChargePoint offers a full set of SOAP/XML based Application Programming Interfaces (APIs). APIs can be used to retrieve financial transaction data, manage charging stations, view detailed station information, real-time status, and to get a list of active station alarms. ChargePoint has completed or initiated integration discussions with the most common platforms including: Geotab, ChargePoint, Clever Devices, AssetWorks, Trapeze, Voyager, Wright Express (WEX), and more.</p>
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Table 7B: CATEGORY 1 ON-GRID *ONLY SUBMIT FOR CATEGORY 1 OR CATEGORY 2*****

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

We will not be submitting for Table 7B: CATEGORY 1 ON-GRID ***ONLY SUBMIT FOR CATEGORY 1 OR CATEGORY 2***

Line Item	Category	Requested equipment, products or services	Offered *	Comments
81	Category 1: On-Grid Electric Vehicle Supply Equipment and related services	All forms of network and non-network electric vehicle charging hardware and related infrastructure, including charging stations	<input checked="" type="radio"/> Yes <input type="radio"/> No	ForeFront Power can offer the requested equipment, products, and services
82		Services related to the offering of electric vehicle charging hardware, including maintenance, repair, parts, supplies, and training	<input checked="" type="radio"/> Yes <input type="radio"/> No	ForeFront Power can offer the requested equipment, products, and services
83		Site assessment, site preparation and materials, and installation services related to electric vehicle charging hardware	<input checked="" type="radio"/> Yes <input type="radio"/> No	ForeFront Power can offer the requested equipment, products, and services
84		Electric vehicle supply network service providers and operators, charge monitoring and reporting services, billing services, grid and power management solutions, with related software technology	<input checked="" type="radio"/> Yes <input type="radio"/> No	ForeFront Power can offer the requested equipment, products, and services
85		Category 1 responders MAY include off-grid (Category 2) solutions in their response, are you proposing Category 2 equipment?	<input checked="" type="radio"/> Yes <input type="radio"/> No	ForeFront Power can offer the requested equipment, products, and services

Table 7C: CATEGORY 2 OFF-GRID *ONLY SUBMIT FOR CATEGORY 1 OR CATEGORY 2*****

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

We will not be submitting for Table 7C: CATEGORY 2 OFF-GRID ***ONLY SUBMIT FOR CATEGORY 1 OR CATEGORY 2***

Line Item	Category	Requested equipment, products or services	Offered *	Comments
86	Category 2: Solar and Off-Grid ONLY Electric vehicle charging hardware and related infrastructure, including charging stations	All forms of network and non-network electric vehicle charging hardware and related infrastructure, including charging stations	<input type="radio"/> Yes <input type="radio"/> No	
87		Services related to the offering on electric vehicle charging hardware, including maintenance, repair, parts, supplies, and training	<input type="radio"/> Yes <input type="radio"/> No	
88		Site assessment, site preparation and materials, and installation services related to electric vehicle charging hardware	<input type="radio"/> Yes <input type="radio"/> No	
89		Electric vehicle supply network service providers and operators, charge monitoring and reporting services, billing services, grid and power management solutions, with related software technology	<input type="radio"/> Yes <input type="radio"/> No	
90		Category 2 responders may ONLY offer solutions capable of operating off-grid	<input type="radio"/> Yes <input type="radio"/> No	

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Exhibit 1. FFP Pricing - Sourcewell EV Supply Equipment RFP.xlsx - Tuesday February 18, 2025 15:35:57
- [Financial Strength and Stability](#) - Exhibit 2. Mitsui - Annual Securities for the fiscal year ended March 31, 2024.pdf - Tuesday February 18, 2025 14:44:53
- [Marketing Plan/Samples](#) - Exhibit 5. Marketing Plan.pdf - Tuesday February 18, 2025 14:44:28
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Sample Contracts.zip - Tuesday February 18, 2025 14:49:36
- [Upload Additional Document](#) - Additional Documents.zip - Tuesday February 18, 2025 14:48:56
- [Requested Exceptions](#) - Exhibit 6. RFP_021825_Electric_Vehicle_Supply_Eqpt_Master_Agreement_FFP_Redlined.docx - Tuesday February 18, 2025 15:35:42

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

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

8. 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, 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. - Ruben Fontes, CEO, Forefront Power, 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 obligations contemplated in the solicitation proposal.

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_8_Electric_Vehicle_Supply_Eqpt_RFP 021825 Mon February 10 2025 04:10 PM	<input checked="" type="checkbox"/>	2
Addendum_7_Electric_Vehicle_Supply_Eqpt_RFP 021825 Fri February 7 2025 03:13 PM	<input checked="" type="checkbox"/>	2
Addendum_6_Electric_Vehicle_Supply_Eqpt_RFP 021825 Thu February 6 2025 08:02 AM	<input checked="" type="checkbox"/>	1
Addendum_5_Electric_Vehicle_Supply_Eqpt_RFP 021825 Fri January 31 2025 02:11 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Electric_Vehicle_Supply_Eqpt_RFP 021825 Mon January 27 2025 04:16 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Electric_Vehicle_Supply_Eqpt_RFP 021825 Thu January 23 2025 03:27 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Electric_Vehicle_Supply_Eqpt_RFP 021825 Wed January 22 2025 03:23 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Electric_Vehicle_Supply_Eqpt_RFP 021825 Mon January 6 2025 03:00 PM	<input checked="" type="checkbox"/>	1