



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 1

to

Contract Number MA240000000316

CONTRACTOR	ZEF Energy
	323 North Washington Ave, Suite 200
	Minneapolis MN 55401
	Will Barrett
	(916) 907-9715
	will.barrett@zefenergy.com
	VS0155007

STATE	Program Manager	Jeff Turner	MDOT
		517-335-1700	
		TurnerJ3@michigan.gov	
	Contract Administrator	Yvon Dufour	DTMB
		(517) 249-0455	
		dufoury@michigan.gov	

CONTRACT SUMMARY				
Charging Equipment and Services for Battery-Electric Vehicles & Transit Buses.				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
	May 31, 2031	3 - 12 Months	May 31, 2031	
PAYMENT TERMS		DELIVERY TIMEFRAME		
45 Days		F.O.B. Delivered		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$5,000,000.00	\$0.00	\$5,000,000.00		
DESCRIPTION				
Effective 7/24/2024, the Contractor Administrator contact has been changed to Will Barrett. All other terms, conditions, specifications and pricing remain the same. Per contractor request, and DTMB Procurement approval.				



STATE OF MICHIGAN PROCUREMENT

Department of Technology, Management, and Budget

320 South Walnut, Lansing, Michigan 48933

P.O. Box 30026 Lansing, Michigan 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **240000000316**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	ZEF Energy
	323 North Washington Ave, Suite 200
	Minneapolis, MN 55401
	Megan Hoyer
	(612) 517-3532
	Megan.hoyer@zefenergy.com
	VS0155007

STATE	Program Manager	David Hofmeister	DTMB - VTS
		517-243-5766	
		Hofmeisterd@Michigan.gov	
	Contract Administrator	Yvon Dufour	DTMB
		(517) 249-0455	
		dufoury@michigan.gov	

CONTRACT SUMMARY

DESCRIPTION: Charging Equipment and Services for Battery-Electric Vehicles & Transit Buses.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
June 1, 2024	May 31, 2031	3, one year	
PAYMENT TERMS		DELIVERY TIMEFRAME	
45 Days			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
F.O.B. Destination			
MISCELLANEOUS INFORMATION			
THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #230000001761. Orders for delivery will be issued directly by the Department in accordance to Schedule A, section 5. Ordering.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION		\$5,000,000.00	

FOR THE CONTRACTOR:

ZEF Energy
Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Yvon Dufour – Category Specialist
Name & Title

DTMB Procurement
Agency

Date

STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and ZEF Energy ("**Contractor**"), a Minnesota Corporation. This Contract is effective on 6/1/2024 ("**Effective Date**"), and unless terminated, expires on 5/31/2031.

This Contract may be renewed for up to three one-year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

Definitions. For the purposes of this Contract, the following terms have the following meanings:

1. "**Accept**" has the meaning set forth in **Section** Error! Reference source not found..

"**Acceptance**" has the meaning set forth in **Section** Error! Reference source not found..

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For purposes of this definition, the term "control" (including the terms "controlled by" and "under common control with") means the direct or indirect ownership of more than fifty percent (50%) of the voting securities of a Person.

"**Allegedly Infringing Materials**" has the meaning set forth in **Section** Error! Reference source not found..

"**Business Day**" means a day other than a Saturday, Sunday or other day on which the State is authorized or required by Law to be closed for business.

"**Business Owner**" is the individual appointed by the agency buyer to (a) act as the agency's representative in all matters relating to the Contract, and (b) co-sign off on notice of Acceptance. The Business Owner will be identified in the Statement of Work.

"**Change**" has the meaning set forth in **Section** Error! Reference source not found..

"**Change Notice**" has the meaning set forth in **Section** Error! Reference source not found..

"**Change Proposal**" has the meaning set forth in **Section** Error! Reference source not found..

"**Change Request**" has the meaning set forth in **Section** Error! Reference source not found..

STANDARD CONTRACT TERMS

“Confidential Information” has the meaning set forth in **Section** Error! Reference source not found..

“Configuration” means State-specific changes made to the Software without Source Code or structural data model changes occurring.

“Contract” has the meaning set forth in the preamble.

“Contract Activities” includes the Services, Deliverables, delivery of commodities, or other contractual requirements set forth in **Schedule A – Statement of Work**, including any subsequent Statement(s) of Work, that the Contractor agrees to provide and the State agrees to purchase pursuant to the terms of this Contract.

“Contract Administrator” is the individual appointed by each party to (a) administer the terms of this Contract, and (b) approve any Change Notices under this Contract. Each party’s Contract Administrator will be identified in the Statement of Work.

“Contractor” has the meaning set forth in the preamble.

“Contractor’s Bid Response” means the Contractor’s proposal submitted in response to the State’s requests to obtain Contract Activities.

“Contractor Personnel” means all employees of Contractor or any Permitted Subcontractors involved in the performance of Services hereunder.

“Deliverables” means all materials, including, but not limited to Software, Documentation, written materials and commodities, that Contractor is required to or otherwise does provide to the State under this Contract and otherwise in connection with any Services, including all items specifically identified as Deliverables in **Schedule A - Statement of Work**.

“Dispute Resolution Procedure” has the meaning set forth in **Section** Error! Reference source not found..

“Documentation” means all generally available documentation relating to the Software, including all user manuals, operating manuals and other instructions, specifications, documents and materials, in any form or media, that describe any component, feature, requirement or other aspect of the Software or Hosted Services (as defined in **Schedule D**), including any functionality, testing, operation or use thereof.

“DTMB” means the Michigan Department of Technology, Management and Budget.

“Effective Date” has the meaning set forth in the preamble.

STANDARD CONTRACT TERMS

“Fees” means collectively all fees collected by the Contractor pursuant to the terms of this Contract.

“Financial Audit Period” has the meaning set forth in **Section** Error! Reference source not found..

“Force Majeure” has the meaning set forth in **Section** Error! Reference source not found..

“HIPAA” has the meaning set forth in **Section** Error! Reference source not found..

“Intellectual Property Rights” means all or any of the following: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the associated goodwill; (c) copyrights and copyrightable works (including computer programs), mask works and rights in data and databases; (d) trade secrets, know-how and other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable Law in any jurisdiction throughout the world.

“Key Personnel” means any Contractor Personnel identified as key personnel in **Schedule A – Statement of Work**.

“Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement or rule of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

“Loss or Losses” means all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“Maintenance Release” means any update, upgrade, release or other adaptation or modification of the Software, including any updated Documentation, that Contractor may generally provide to its licensees from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Software.

STANDARD CONTRACT TERMS

“New Version” means any new version of the Software that the Contractor may from time to time introduce and market generally as a distinct licensed product, as may be indicated by Contractor's designation of a new version number.

“PAT” means a document or product accessibility template, including any Information Technology Industry Council Voluntary Product Accessibility Template or VPAT®, that specifies how information and software products, such as websites, applications, software and associated content, conform to WCAG 2.0 Level AA.

“Permitted Subcontractor” has the meaning set forth in **Section** Error! Reference source not found..

“Person” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

“Pricing” means any and all fees, rates and prices payable under this Contract, including pursuant to any Schedule or Exhibit hereto.

“Pricing Schedule” means the schedule attached as **Schedule B**, setting forth the Fees, rates and Pricing payable under this Contract.

“Program Manager” is the individual appointed by each party to (a) monitor and coordinate the day-to-day activities of this Contract, and (b) for the State, to co-sign off on its notice of Acceptance of the Deliverables. Each party's Program Manager will be identified in the Statement of Work.

“Representatives” means a party's employees, officers, directors, partners, shareholders, agents, attorneys, successors and permitted assigns.

“RFP” means the State's request designed to solicit responses for Contract Activities under this Contract.

“Software” means Contractor's software set forth in the Statement of Work, and any Maintenance Releases or New Versions provided to the State and any Configurations made by or for the State pursuant to this Contract, and all copies of the foregoing permitted under this Contract and the License Agreement.

“Services” means any of the services Contractor is required to or otherwise does provide under this Contract, **Schedule A** - Statement of Work, **Schedule C** - Software Terms for On-site Hosting (if applicable), and **Schedule E** – Contractor Hosted Software and Services (if applicable).

STANDARD CONTRACT TERMS

“Source Code” means the human readable source code of the Software to which it relates, in the programming language in which the Software was written, together with all related flow charts and technical documentation, including a description of the procedure for generating object code, all of a level sufficient to enable a programmer reasonably fluent in such programming language to understand, build, operate, support, maintain and develop modifications, upgrades, updates, adaptations, enhancements, new versions and other derivative works and improvements of, and to develop computer programs compatible with, the Software.

“Site” means the physical location designated by the State in, or in accordance with, this Contract or the Statement of Work for delivery or installation of the Contract Activities.

“State” means the State of Michigan.

“State Data” has the meaning set forth in **Section** Error! Reference source not found..

“State Materials” means all materials and information, including equipment, documents, data, know-how, ideas, methodologies, specifications, software, content and technology, in any form or media, directly or indirectly provided or made available to Contractor by or on behalf of the State in connection with this Contract.

“Statement of Work” means any statement of work entered into by the parties and attached as a schedule to this Contract. The initial Statement of Work is attached as **Schedule A**, and subsequent Statements of Work shall be sequentially identified and attached as Schedules A-1, A-2, A-3, etc.

“Stop Work Order” has the meaning set forth in **Section** Error! Reference source not found..

“Term” has the meaning set forth in the preamble.

“Third Party” means any Person other than the State or Contractor.

“Transition Period” has the meaning set forth in **Section** Error! Reference source not found..

“Transition Responsibilities” has the meaning set forth in **Section** Error! Reference source not found..

“Unauthorized Removal” has the meaning set forth in **Section** Error! Reference source not found..

STANDARD CONTRACT TERMS

“**Unauthorized Removal Credit**” has the meaning set forth in **Section** Error!
Reference source not found..

“**Warranty Period**” means the period set forth in Schedule A, the Statement of Work, commencing on the date of acceptance of all Deliverables purchased pursuant to the terms of this Contract.

“**WCAG 2.0 Level AA**” means level AA of the World Wide Web Consortium Web Content Accessibility Guidelines version 2.0.

“**Work Product**” means all State-specific deliverables that Contractor is required to, or otherwise does, provide to the State under this Contract including but not limited to written materials, computer scripts, software configuration, software customization, APIs, macros, user interfaces, reports, project management documents, forms, templates, and other State-specific documents and related materials together with all ideas, concepts, processes, and methodologies developed in connection with this Contract whether or not embodied in this Contract. Work Product does not include software.

2. **Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule A – Statement of Work** (the “**Contract Activities**”). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in **Schedule A**.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

STANDARD CONTRACT TERMS

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

Statement(s) of Work. Contractor shall provide the Contract Activities pursuant to Statements of Work entered into under this Contract. No Statement of Work shall be effective unless signed by each party's Contract Administrator. The term of each Statement of Work shall commence on the parties' full execution of the Statement of Work and terminate when the parties have fully performed their obligations. The terms and conditions of this Contract will apply at all times to any Statements of Work entered into by the parties and attached as a schedule to this Contract. The State shall have the right to terminate such Statement of Work as set forth in **Sections 28 and 29** Contractor acknowledges that time is of the essence with respect to Contractor's obligations under each Statement of Work and agrees that prompt and timely performance of all such obligations in accordance with this Contract and the Statements of Work is strictly required.

Statement of Work Requirements. Each Statement of Work may include the following: (a) names and contact information for Contractor's Contract Administrator, Program Manager and Key Personnel; (b) names and contact information for the State's Contract Administrator, Program Manager and Business Owner; (c) a detailed description of the Services to be provided under this Contract, including any training obligations of Contractor; (d) a detailed description of the Deliverables to be provided under this Contract; (e) a description of all liquidated damages associated with this Contract, if any; and (f) a detailed description of all State Resources, if any, required to complete the Implementation Plan, if such a Plan is necessary.

Change Control Process. The State may at any time request in writing (each, a "Change Request") changes to the Statement of Work, including changes to the Contract Activities (each, a "Change"). Upon the State's submission of a Change Request, the parties will evaluate and implement all Changes in accordance with this **Section** Error! Reference source not found.. No Change will be effective until the parties have executed a Change Notice. Except as the State may request in its Change Request or otherwise in writing, Contractor must continue to perform its obligations in accordance with the Statement of Work pending negotiation and execution of a Change Notice. Contractor will use its best efforts to limit any delays or Fee increases from any Change to those necessary to perform the Change in accordance with the applicable Change Notice. Contractor may, on its own initiative and at its own expense, prepare and submit its own Change Request to the State. However, the State will be under no obligation to approve or otherwise respond to a Change Request initiated by Contractor.

Notices. All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:

If to Contractor:

STANDARD CONTRACT TERMS

Yvon Dufour 300-320 South Walnut Street, Elliot Larsen Building, 2 nd Floor Lansing, MI 48933 dufoury@michigan.gov (517) 249-0455	Megan Hoyer - Chief Development Officer ZEF Energy 323 North Washington Ave, Suite 200 Minneapolis, MN 55401 Megan.hoyer@zefenergy.com Desk: 612 517 3532 Cell: 612 205 0922
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Performance Guarantee. Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in **Schedule A – Statement of Work**) if, in the opinion of the State, it will ensure performance of the Contract.

7.

Insurance Requirements.

See Schedule C.

8.

Administrative Fee and Reporting. Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made online by check or credit card at: <https://www.thepayplace.com/mi/dtmb/adminfee>

9.

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to MiDeal@michigan.gov.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

10.

Extended Purchasing Program This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal.

Upon written agreement between the State and Contractor, this contract may also be extended to: (a) other states (including governmental subdivisions and authorized entities).

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

11.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

Independent Contractor. Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the

STANDARD CONTRACT TERMS

State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.

12. **Intellectual Property Rights.** Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Work Product produced as part of the Contract Activities, and all associated intellectual property rights, if any. In general, Work Product constitutes works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Work Product, and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Work Product, including all intellectual property rights therein. Contractor also irrevocably waives any and all claims Contractor may have now or hereafter have in any jurisdiction to so called "moral rights" or rights of *droit moral* with respect to the Work Product. If Contract Activities includes the purchase or use of software, such purchase, use, or access to Software shall be subject to **Schedules B and C or D** of this Contract.
13. **Subcontracting.** Contractor will not, without the prior written approval of the State, which consent may be given or withheld in the State's sole discretion, engage any Third Party to perform Services. The State's approval of any such Third Party (each approved Third Party, a "**Permitted Subcontractor**") does not relieve Contractor of its representations, warranties or obligations under this Contract. Without limiting the foregoing, Contractor will: (a) be responsible and liable for the acts and omissions of each such Permitted Subcontractor (including such Permitted Subcontractor's employees who, to the extent providing Services or Deliverables, shall be deemed Contractor Personnel) to the same extent as if such acts or omissions were by Contractor or its employees; (b) name the State a third party beneficiary under Contractor's Contract with each Permitted Subcontractor with respect to the Services; (c) be responsible for all fees and expenses payable to, by or on behalf of each Permitted Subcontractor in connection with this Contract, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits; and (d) notify the State of the location of the Permitted Subcontractor and indicate if it is located within the continental United States.
14. **Staffing.** Contractor is solely responsible for all Contractor Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits. The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
15. **Key Personnel.** If, in the sole discretion of the State, Key Personnel are required to complete the Contract Activities, such Key Personnel shall be identified in **Schedule A - Statement of Work**. The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement,

STANDARD CONTRACT TERMS

of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State's Program Manager, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.

Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("**Unauthorized Removal**"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under Section 28.

It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under **Section 28**, Contractor will issue to the State an amount set forth in **Schedule A – Statement of Work** (each, an "**Unauthorized Removal Credit**").

16.

Background Checks. Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in Schedule A, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.

17.

Assignment. Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is

STANDARD CONTRACT TERMS

necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.

Change of Control. Contractor will notify within 30 days of any public announcement or otherwise once legally permitted to do so, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

18.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

Ordering. Contractor is not authorized to begin performance until receipt of authorization as identified in **Schedule A**.

19.

20.

Acceptance. Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with **Section 28**, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

21.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

Delivery. Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless

STANDARD CONTRACT TERMS

otherwise specified in Schedule A. All containers and packaging become the State's exclusive property upon acceptance.

22. **Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.

23. **Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Schedule A. If the Contract Activities do not function as warranted during the warranty period, the State may return such non-conforming Contract Activities to the Contractor for a full refund.

24. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. All prices are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

25. The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

Payment Disputes. The State may withhold from payment any and all payments and amounts the State disputes in good faith, pending resolution of such dispute,

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provided that the State: (a) timely renders all payments and amounts that are not in dispute; notifies Contractor of the dispute prior to the due date for payment, specifying in such notice: (i) the amount in dispute; and (ii) the reason for the dispute set out in sufficient detail to facilitate investigation by Contractor and resolution by the parties; (b) works with Contractor in good faith to resolve the dispute promptly; and (c) promptly pays any amount determined to be payable by resolution of the dispute.

Contractor shall not withhold any Contract Activities or fail to perform any obligation hereunder by reason of the State's good faith withholding of any payment or amount in accordance with this **Section** Error! Reference source not found. or any dispute arising therefrom.

Liquidated Damages. Liquidated damages, if applicable, will be assessed as described in Schedule A.

26. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90
27. calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

28. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

STANDARD CONTRACT TERMS

29. **Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with **Section 31**, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.

30. **Effect of Termination.** Upon and after the termination or expiration of this Contract or one or more Statements of Work for any or no reason: (a) Contractor will be obligated to perform all Transition Responsibilities specified in **Section Error! Reference source not found.**; (b) all licenses granted to Contractor in State Data will immediately and automatically also terminate. Contractor must promptly return to the State all State Data not required by Contractor for its Transition Responsibilities, if any; (c) Contractor will: (i) return to the State all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the State's Confidential Information; (ii) permanently erase the State's Confidential Information from its computer systems; and (iii) certify in writing to the State that it has complied with the requirements of this **Section Error! Reference source not found.** in each case to the extent such materials are not required by Contractor for Transition Responsibilities, if any.

31. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed **180** calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

32. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by

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Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

33.

Infringement Remedies. If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

34.

Limitation of Liability and Disclaimer of Damages. THE STATE WILL NOT BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF

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ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.

35. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

36. **State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.

37. **Reserved.**

38. **Data Privacy and Information Security.**

- a. **Undertaking by Contractor.** Without limiting Contractor's obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards, which are available to Contractor upon request.
- b. **Audit by Contractor.** No less than annually, Contractor must conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to the State.
- c. **Right of Audit by the State.** Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Contract Activities and from time to time

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during the term of this Contract. During the providing of the Contract Activities, on an ongoing basis from time to time and without notice, the State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.

- d. **Audit Findings.** Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.
- e. **State's Right to Termination for Deficiencies.** The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this Section.

Reserved.

Reserved.

39.

40.

41.

Records Maintenance, Inspection, Examination, and Audit. The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

42.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

Warranties and Representations. Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract

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Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under **Section 28**, Termination for Cause. If Contract Activities includes purchase, use, or access to software, Contractor must agree to additional Warranties and Representations found in **Schedules B** or **D** of this Contract, as applicable.

43. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

44. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 45.

Accessibility Requirements.

- a. All Software provided by Contractor under this Contract, including associated content and documentation, must conform to WCAG 2.0 Level AA. Contractor must provide a description of conformance with WCAG 2.0 Level AA specifications by providing a completed PAT for each product provided under the Contract. At a minimum, Contractor must comply with the WCAG 2.0 Level AA conformance claims it made to the State, including the level of conformance provided in any PAT. Throughout the Term of the Contract, Contractor must:
- i. Maintain compliance with WCAG 2.0 Level AA and meet or exceed the level of conformance provided in its written materials, including the level of conformance provided in each PAT;
 - ii. Comply with plans and timelines approved by the State to achieve conformance in the event of any deficiencies;

STANDARD CONTRACT TERMS

- iii. Ensure that no Maintenance Release, New Version, update or patch, when properly installed in accordance with this Contract, will have any adverse effect on the conformance of Contractor's Software to WCAG 2.0 Level AA;
 - iv. Promptly respond to and resolve any complaint the State receives regarding accessibility of Contractor's Software;
 - v. Upon the State's written request, provide evidence of compliance with this Section by delivering to the State Contractor's most current PAT for each product provided under the Contract; and
 - vi. Participate in the State of Michigan Digital Standards Review described below.
- b. State of Michigan Digital Standards Review.** Contractor must assist the State, at no additional cost, with development, completion, and on-going maintenance of an accessibility plan, which requires Contractor, upon request from the State, to submit evidence to the State to validate Contractor's accessibility and compliance with WCAG 2.0 Level AA. Prior to the solution going-live and thereafter on an annual basis, or as otherwise required by the State, re-assessment of accessibility may be required. At no additional cost, Contractor must remediate all issues identified from any assessment of accessibility pursuant to plans and timelines that are approved in writing by the State.
- c. Warranty.** Contractor warrants that all WCAG 2.0 Level AA conformance claims made by Contractor pursuant to this Contract, including all information provided in any PAT Contractor provides to the State, are true and correct. If the State determines such conformance claims provided by the Contractor represent a higher level of conformance than what is actually provided to the State, Contractor will, at its sole cost and expense, promptly remediate its Software to align with Contractor's stated WCAG 2.0 Level AA conformance claims in accordance with plans and timelines that are approved in writing by the State. If Contractor is unable to resolve such issues in a manner acceptable to the State, in addition to all other remedies available to the State, the State may terminate this Contract for cause under **Section 28**.
- d.** Contractor must, without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorney's fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State arising out of its failure to comply with the foregoing accessibility standards.
- e.** Failure to comply with the requirements in this Section will constitute a material breach of this Contract.

HIPPA Compliance. The State and Contractor must comply with all obligations under HIPAA and its accompanying regulations, including but not limited to entering into a business associate agreement, if reasonably necessary to keep the State and Contractor in compliance with HIPAA.

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Prevailing Wage. Contractor must comply with prevailing wage requirements to the extent applicable to this Contract.

Reserved.

47. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). Contractor and its subcontractors
48. agree not to discriminate against an employee or applicant for employment with
49. respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.

50. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

51. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.

52. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does
53. not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.

54. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.

Dispute Resolution. The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is

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unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

Media Releases. News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance.

55. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.

56. **Schedules.** All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:
- 57.

Name	Description
Schedule A	Statement of Work
Schedule A Attachments 1 to 15	Additional Information
Schedule B	Pricing and Fees
Schedule C	Insurance Requirements
Schedule D	Contractor Hosted Software and Services
Exhibit 1 to Schedule D	Support Services and Service Level Agreement for Hosted Services
Schedule E	Data Security Requirements
Exhibit 1 to Schedule E	Contractor's Disaster Recovery Plan
58. Schedule F	Federal Provisions Addendum
Schedule G	FTA Federally Required Contract Clauses

Entire Agreement and Order of Precedence. This Contract, which includes Schedule A – Statement of Work, and schedules and exhibits which are hereby expressly incorporated, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A –

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Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

59. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.

Waiver. Failure to enforce any provision of this Contract will not constitute a waiver.

60. **Survival.** The provisions of this Contract that impose continuing obligations,
61. including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.

Contract Modification. This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

ZEF Energy

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

Contract No. 240000000316

Charging Equipment for Battery-Electric Vehicles & Transit Buses

The Contractor must respond to each requirement or question and explain how it will fulfill each requirement. Attach any supplemental information and appropriately reference within your response.

BACKGROUND

This contract shall be used for the State, including its departments, divisions, agencies, offices, and commissions. It shall be used for all vehicle charging applications needed by the State including but not limited to passenger vehicles and transit buses.

Definitions

Transit Bus: A **transit bus** is a type of bus used on shorter-distance public transport bus services. Several configurations are used, including low-floor buses, high-floor buses, double-decker buses, articulated buses and midi-buses.

I. REQUIREMENTS

A. CHALLENGE STATEMENT

The State is seeking vendors that can provide solutions for Vehicle Charging Equipment and related Services, while meeting the "Transit Bus" and "general" requirements of this solicitation.

Items included in the scope of this RFS:

- Network and non-network charging stations hardware.
- Software, monitoring, billing and reporting services.
- Monitoring support services, maintenance, parts, and repair.
- Installation including site feasibility, engineering & design, preparation, and materials.
- Utility coordination

REQUEST FOR SOLUTION OVERVIEW

ZEF Energy and Weston Solutions understand the challenges and circumstances that the State of Michigan is seeking to solve and support. The State is interested in providing to its department and agencies, and possibly to extend to local government entities, access to an array of EV charging equipment as well as technical support and engineering services. With the fast-paced nature of the EV and EV charging industry, identifying the best equipment for a project/customer, ensuing quality installation and commissioning, and offering project management and utility coordination services can be a fulltime job. ZEF Energy and Weston Solutions have the tools, equipment, tools, processes, and experience to provide deep value to the State of Michigan and their effort to provide a solution to the stated challenges.

How this challenge statement will be solved for is outlined in brief in this section, but discussed more throughout this document, in **Attachment 1 to Schedule A - Solution Overview** and other key attachments.

Network & Non-Network Charging Station Hardware Options

ZEF Energy is providing a suite of Level 2 and DC fast charging equipment. All of the hardware that we offer is "smart" charging equipment or two-way communicating hardware which in-part enables a variety of capabilities and benefits. To satisfy the State's request for non-networked charging equipment, ZEF Energy would offer their own EV charging equipment without connectivity or software enabled. This would provide a "non-networked" option if this was the proper fit for the purchasing entity.

ZEF Energy would recommend highly purchasing only "Networked" EV charging hardware, as it is the networking and connectivity that enables remote monitoring and allows for the managing party (ZEF Energy) to have any real-time data about charger health and leading indicators of potential failure and need for unscheduled maintenance or care. However, if a purchasing entity wanted non-networked equipment, hardware without a license or connectivity package would be an option.

Software, Monitoring, Billing & Reporting Services

ZEF Energy is a solutions provider with our own networking, load management and fleet management software. We have complete control over the design and development of this platform. Per the requirements of this proposal, ZEF Energy agrees to comply with all IT policies, standards and procedures. However, in each of these cases, ZEF Energy has outlined a cost estimation to complete the necessary work to meet compliance with all requirements. These estimates are based on the policies provided in the RFS but may require further refining per additional scoping detail that would come through further coordination with the State.

The software review and development services that pertain to meeting these requirements are listed in *Schedule B - Pricing Worksheet*, but are listed here in brief by name for quick reference:

1. MiLogin integration
2. Detailed NIST Framework Review & Development Services
3. NIST Framework & System Review
4. NIST System Updates

5. ADA Accessibility Updates
6. Look & Feel System Compliance
7. Extended Software Support Hours (**Our 24/7/365 telephone support is focused on drivers and hardware users, not software specific support*)

Monitoring Support Services, Maintenance, Parts & Repair

In addition to our standard warranty offering of 5-years, as part of our *5-Year Advantage*, ZEF Energy offers a number of Service Level Agreements through their Service Plus program. There are three (3) basic types of Service Plans, with the most common type of plan being a Turnkey Service Level Agreement.

Service Options Structure (SLA Figure 1)

Asset Monitoring & Support	Turnkey Preventative Maintenance SLA	FLEX SLA
When equipment owner just wants active monitoring & may choose to perform equipment maintenance directly	Hands-Off Maintenance and warranty repair offering, with the option to add on non-warranty repairs (<i>non-warranty backed failures are serviced and replaced on a time & materials basis</i>)	Customizable SLA option for extended uptime or unique sites
Value-Add Options:		
Lower-Cost Coverage for Sites with Higher Plug Count		
Uptime & Session Reporting (i.e. to other 3 rd -parties)		
Spare Parts Start-Up Bundles		
Underperformance Credits		

ZEF Energy offers a number of service level agreements (SLA) that can be purchased in combination with our charging hardware. These agreements range in supported uptime (95% or 98% as well as customizable options) and in-field response times (once required field service is determined). ZEF provides remote monitoring and issue escalation by our internal Support Team. As needed, issues are escalated to our Asset Management and Field Service Team where work orders are dispatched to a local *Service Pro™* partner. The *Service Pro™* partner network is ZEF Energy's own service network that is nationwide with national and local service and electrical contracting firms. We have identified two local *Service Pro™* partners to be the primary deliverers of maintenance, service, and commissioning under this contract (**see Attachment 2 to Schedule A - ZEF Service Pro Partner Network Michigan**). ZEF trains these service techs directly with in-person training or they are trained directly by the DCFC OEM.

Turnkey Service Level Agreement Offerings (Service Figure 2)

Service Level Agreements	Standard Series (1 Year SLA)	Pro Series (5 Year SLA)	DC Fast Chargers (5 Year SLAs)	
	Tier 1 SLA	Tier 2 SLA	Tier 3 SLA	NEVI SLA
<i>Performance Benchmark</i>	95% Uptime	95% Uptime	95% Uptime	98% Uptime
Remote monitoring	✓	✓	✓	✓
On-site troubleshooting	✓	✓	✓	✓
Annual Preventative Maintenance (per OEM specs)		✓	✓	✓
72-hour on-site response once field service need is identified		✓		
48-hour on-site response once field service need is identified			✓	
24-hour on-site response once field service need is identified				✓
Regional Stocking of spare parts		✓	✓	
Spare parts held locally (<i>Typ. with local service partner</i>)				✓

The key value of these service level agreements is to have guaranteed uptime and response times for your site, and ongoing management of timely spare parts (contingent upon the OEM providing these parts or allowing the purchase of them as spare parts).

In conjunction with these service level agreements there are other types of support and service that we offer which help to meet the spare parts availability requirements and provide other customer choice. The following list further describes some of the options and add-ons seen in SLA Figure 1):

- Add-On Pricing Options:** Instead of having to buy a whole additional SLA for equipment that is all co-located (same site), we have lower cost "Multi-plug" add on options to help keep SLA costs lower.
- Spare Parts Packages:** In support of being able to have possession of replacement parts within 5 days after identifying that a part needs replacing, ZEF Energy has created "Spare Parts Starter Bundles" for DCFC equipment by OEM (ABB and Kempower,). Embedded in the cost of the SLAs provided in Schedule B are ongoing management of spare parts and keeping flow of spare parts once initial parts are allocated or purchased towards a site or groups of sites. These Spare Parts Starter Bundles allow the State or a large purchasing entity to secure key parts that pertain to repairing >80% of the parts failures that are seen in the field.
- Underperformance Credits:** For customers that have extremely high uptime or quick response time needs, our *Tier 4 SLAs*, *Flex SLAs*, and *NEVI SLAs* include a guarantee of service. If certain levels of performance are not met, then the equipment owner/SLA owner will get credit back towards their next monthly or annual SLA bill or towards a new equipment purchase. See the Tier 4 Turnkey SLA example provided for more details on what Underperformance Credits are available (**see Attachment 3 to Schedule A – Equipment SLA Tier 4 Turnkey**).

In addition to all of packaged SLA options, ZEF does offer rate based service as well. This will be applied for service work not covered under the warranty (e.g. repairs on issues not covered under warranty), but service could be purchased strictly on a Time & Materials (T&M) basis.

Pricing for all fore-mentioned options are outlined in *Schedule B* so that the State has visibility to all options and add-ons.

With these flexible pieces, ZEF Energy has an array of offerings that will be able to meet the requirements of this RFS, but also offer purchasing entities some customer choice when determining their site or fleet uptime needs and budget constraints.

NOTE: While separate from the driver experience, ZEF Energy has included in **Schedule B - Pricing Worksheet**, pricing for a Software SLA that will provide faster response times to software users per the requirements of **Exhibit 1 to Schedule D - Support Services and Service Level Agreement for Hosted Services**. This will improve service continuity for State of Michigan backend system users during moments of "high error" and "critical error".

Engineering, Design, Site Preparation & Installation

The ZEF/Weston Team is well equipped to perform the engineering, design, site preparation, and installation work quickly and efficiently (**see Attachment 4 to Schedule A - Key Facts About Weston**). We have pre-existing protocols, tools, and standards that are used to streamline the activities to be undertaken during each of these scope elements. We will tailor these to meet the needs of the contract, driving further efficiency and consistency. This includes use of Weston Solutions, Inc.'s (Weston's) quality assurance/quality control (QA/QC) system to ensure quality workmanship in the field when conducting the site assessments, in the office during the design, and during construction activities for site preparation and network installation. When doing the site assessment, information critical to the design will be obtained and verified to the extent practical. Proposed locations will be evaluated and potential connections to existing electrical systems will be inspected. Electrical capacity will be verified with the appropriate property lead.

The approach to design and installation (i.e., design/bid/build vs. design/build), as well as the number of design sheets and review cycles, will be agreed upon early in the project to make sure that the effort and schedule align to the client's needs. The design will inform scheduling, ordering of equipment, subcontracting, permitting, coordination with the local utility, and site preparation. Long-lead-time items will be procured as early in the schedule as possible, with procurement of readily available items as soon as the design is complete. Construction will begin immediately once the necessary approvals are obtained. Throughout the design process, our team will coordinate with the client/facility lead to confirm that the design meets their needs, and we will make sure all facility requirements are understood and met before commencing field work. Construction will follow the design drawings, and any major deviations required during construction will be coordinated with the client. Work will occur within the agreed-upon work hours, and appropriate efforts will be made to minimize impacts to facility operation. Commissioning will begin immediately upon completion of construction.

Utility Coordination

Once existing site conditions (e.g., power capacity and nearest connects), limitations, and desired equipment are understood, the approach to utility coordination can be planned and executed. This can include engagement with make-ready programs, program and/or rebate application submissions, as well as awareness of rate options and how they will impact the cost of operations. Most Michigan utility companies offer EV rebate programs as a percentage of a project with a maximum dollar amount. The other utility companies that may not have rebate programs currently are often willing to work with an applicant to offer some make-ready commitments.

Weston is highly experienced in working with utilities in all of the above ways and will provide all of the above coordination and engagement with utilities to ensure that a project is leveraging utility programs, benefits, and coordinating ahead of and during construction about project requirements (e.g., transformer sizing).

If the State of Michigan is looking for utility engagement and coordination around rate design options or possible alternative rates due to the newness of EV charging in a specific territory, this is something that ZEF Energy has the experience and capability to offer. This could help a utility learn about an incoming project, the expected use patterns, and help them consider if an existing rate will suit the customer or if a new rate offering should be considered (i.e., such as a non-demand rate for medium or heavy-duty fleet charging). The State or a purchasing entity could leverage these services as needed (see hourly rates in **Schedule B - Pricing Worksheet**).

B. TRANSIT BUS REQUIREMENTS

1. Contractor must provide a solution for Charging Equipment for Battery-Electric Buses.
2. The Contractor shall be capable of handling final inspection and corrections required by the State prior to acceptance of the Charging Equipment for a Battery-Electric Transit Bus after a contract is awarded.
3. The Contractor must provide parts and service for a period of seven (7) years after the charging equipment has been placed in service throughout the State of Michigan. The Contractor must supply replacement parts within five (5) business days of a request by a transit agency unless the Contractor notifies the transit agency that the part is not available for shipment and provides the shipping date when the part will be available.

Contractor must describe how they comply with the above requirement(s):

Mandatory Requirement #1 - per Proposal Instructions: ZEF Energy is an authorized reseller and network operator for Kempower, and ABB EV charging equipment. Authorized reseller letters are attached as reference.

Mandatory Requirement #2 - per Proposal Instructions: All pantograph charging equipment listed is Buy America compliant at the time of this submittal or by a date stated in *Schedule B - Pricing Worksheet*. Proof of Buy American compliant product will be provided at the time of shipment, per a packing slip or similar, as required by the Federal Transit Administration (**per Schedule A and Schedule G**).

Section C Requirements (per above):

1. **Charging Equipment for Battery-Electric Buses:** ZEF Energy is submitting a wide array of Buy America compliant EV bus charging equipment options. In addition to options that are available today, we have confirmation of additional options that will be available starting July 1, 2024 (**see Attachment 5 to Schedule A - Buy America Compliance Letters**).
2. **Handling Inspection and Corrections for Transit Bus Charging Equipment**
3. **Parts and Service for 7 Years for Transit Bus Charging Equipment:** after the charging equipment has been placed in service throughout the State of Michigan. The Contractor must supply replacement parts within five (5) business days of a request by a transit agency unless the Contractor notifies the transit agency that the part is not available for shipment and provides the shipping date when the part will be available.

Meeting Other Requirements:

ZEF Energy supplies, integrates with, and supports a wide array of EV charging equipment including EV bus charging equipment. In addition to 100A Level 2 chargers which may be of interest for EV school bus applications and some other medium-duty vehicle types, we supply DC fast chargers that call into three (3) general groups/families:

- a.) all-in-one cabinet chargers or cabinet + satellite chargers with CCS, CHAdeMO, and/or NACS plugs from 22.5kW to 600kW systems.
- b.) moveable chargers on wheels (with the same three plug type options); and
- c.) pantograph (down) charging equipment for bus depot or on-route charging.

Each of the above families of charging equipment (although not every charger that we offer) can provide charging at 480V or 800-1,000V to vehicles simultaneously. This provides maximum charging flexibility at one charging hub for both light-duty and heavy-duty vehicles while not minimizing the number of plugs available to drivers. We also offer high-voltage charging equipment options across all of the above families of equipment (a, b, and c) that deliver at 800V-1,000V (not delivering at lower voltages). This meets the charging needs of EV transit buses and heavy-duty EVs so that higher kW of power can be delivered most efficiently to the vehicles. For units that come equipped with plugs (versus pantograph connections), longer cables and cable retractors are available for hanging cables overhead in bus depot environments. For pantograph chargers, we offer both depot charging hardware options as well as on-route charging options, including structural arms, to which the pantograph hardware is mounted.

The above requirements will be met. Here is how that will occur:

Inspections & Corrections Upon Delivery: At the that equipment is delivered to the end shipping location (typically the site of installation), the purchasing entity, or Weston as the EPC partner and program administrator for the solution outlined in this proposal, will inspect the equipment and sign-off on agreement equipment conditions or note any equipment damage at the time of delivery.

Parts Warranty: All charging hardware sold by ZEF Energy, including EV bus charging equipment, is sold with 5 years of total warranty. Additional years of extended warranty are

available for ABB and Kempower. The price for these additional years of warranty is available by item in **Schedule B - Pricing Worksheet**.

Service Period: In addition to a 7-year parts warranty, each EV bus charging equipment purchase can automatically include a 7-year turnkey preventative maintenance service level agreement (**see Attachment 3 to Schedule A - Equipment SLA Tier 4 Turnkey**). The 7-year service level agreement will include preventative maintenance, warranty related repairs and troubleshooting, travel and accommodation for warranty related repairs, as well as stocking of primary hardware spare parts so that they can be provided to the purchasing entity (e.g. the transit agency) within two to five (2-5) business days. Typically, the spare parts would be provided to the local and appointed ZEF *Service Pro* partner so that they can make the repairs promptly in alignment with the SLA response time and uptime requirements. Under the 7-year service level agreement, the cost to stock and transport available parts would be included. If parts were unavailable, the ZEF Service Team would communicate within two to three (2-3) business days that the parts are not available immediately for shipment and within five (5) business days an estimated ship date of the replacement part(s) would be communicated to the purchasing entity service and maintenance contact. This communication would occur via email and/or by phone as well as be surfaced in ZEFNET or ZEF's Service platform for reference.

C. GENERAL REQUIREMENTS

1.1 Products and Equipment

- a) Contractors must include thorough descriptive literature and technical data for each item proposed.
- b) It is the Contractor's responsibility to submit sufficient information to enable the State to evaluate their proposed Product(s) and related services.
 See **Attachment 15 to Schedule A - EV Bus Charging Equipment Data Sheets** for product info.

1.2 Warranties

Describe any warranties included in the bid – add additional rows as needed. Explain the process for reporting warranty issues and how the Contractor will handle any repairs or replacements.

The State reserves the right to require additional warranties other than those identified by the Contractor in its response to this RFS.

Contractor must provide detailed information requested below:

Describe any warranties included in the bid (if none, write N/A): A 5-year parts warranty is standard with all equipment purchases. This is part of our standard 5-Year Advantage package that comes with the purchase of all charging hardware. The warranty is passed on from the manufacturer, whether from ZEF on Level 2 equipment, or one of our three (3) DCFC OEMS, to the purchasing entity in full.

Provide the length of the warranty: For all ZEFNET Level 2, DCFC Power K-Series, and DCFC Power A-Series, an extended warranty of up to 10 years is available. Any extended warranties have to be purchased upfront, as it is tied to a specific piece of hardware at the time of manufacturing. NOTE: Extended warranties can limit the ability to sell equipment out of stock, as stocked items often come with our 5-year standard warranty.

Explain the process for reporting warranty issues: The warranty period shall commence on the date of installation (first use). The product installation date must be evidenced and communicated to ZEF Energy by way of the warranty registration card (or registration within the ZEFNET platform). The warranty registration card must be filled out completely and accurately and returned to ZEF Energy within 30 days after installation, and the product installation date shall be within 6 months after the purchase date. If a Product installation or commissioning date is not communicated to ZEF Energy as described above, the product purchase date shall serve as the warranty commencement date.

Explain how any repairs or replacements are made, including timing, etc.:

For all charging equipment under warranty but without a Service Level Agreement, ZEF Energy will determine, at their discretion, if the product will be repaired or replaced. Typically for ZEFNET Standard Series (L2) equipment, we will ship a replacement unit to the customer for swap out. For ZEFNET Pro Series (L2) and DCFC equipment, ZEF Energy will identify the dysfunctional piece of hardware and send that hardware to the customer directly. If the equipment in question is currently under an SLA (provided by ZEF Energy) the replacement parts will be shipped to the installation site or to the primary Service Pro partner for that site (a "primary" technician/firm from the ZEF *Service Pro*TM Partner Network is always identified ahead of installation/commissioning or at the time of SLA purchase, with secondary *Service Pro*TM Partner(s) identified as needed based on purchasing entity/customer uptime requirements and the volume of installations). If the part being repaired or replaced is under warranty, the part will be shipped and provided at no cost. If the part being repaired or replaced is not under warranty or the damage is not covered by the parts warranty, then ZEF Energy will bill the purchasing entity/customer for the cost of the replacement part or unit.

Replacement parts for Level 2 equipment are held in stock with ZEF Energy at our manufacturing facilities in Minnesota and Wisconsin (at safety stock levels for finished goods and spare parts). These parts can be shipped next day with 2-3 day shipping and arrive within the required 5-day window.

Replacement parts stocking and availability vary by OEM:

- **Kempower:** ZEF Energy does hold limited stock of all key replacement parts and holds these with a partner distributor in Minnesota. These can be shipped next day with 2-3 day shipping and arrive within the required 5-day window. If a part is not stocked, most replacement parts take 3-8 weeks to ship and ZEF's Service Team will be able to provide a delivery date for the replacement part.
- **ABB:** ZEF Energy does not currently hold spare parts stock. Replacement parts take 6-12 weeks to ship from ABB. ZEF's Service Team will be able to provide a delivery date for the replacement part and will be able to do so within 5 days of determining that a spare part is required.

For either OEM (Kempower or ABB) the purchasing entity, or the State at the Contract level, can purchase DCFC spare parts stock. ZEF Energy offers spare parts bundles that include minimal spare parts quantities by charger type. This ensures that at least (1) of each spare part (those parts that are relevant for 80% of parts-based service visits) is held locally with the ZEF appointed (see Subcontractors section below) "Primary" *Service Pro*TM Partner or by the State. These parts would be owned by the State or purchasing entity and only available to either entity for service and repair needs. As parts are consumed, replacement parts would be shipped in to ensure that a minimum flow of parts is available. As per the Turnkey Preventative Maintenance

Service Level Agreements that ZEF offers (see the maintenance section of **Schedule B - Pricing Worksheet** to see various customer options), spare part levels would be increased and managed by ZEF as more plugs from a certain OEM are installed in Michigan. The cost to increase these spare parts ratios (ratio of spare parts to the quantity of units installed) would be managed and would not require any additional cost from the purchasing entity or the State, unless more stringent uptime performance is required.

Recommendation for Consideration: While not a required cost, it is ZEF Energy's recommendation that the State consider purchasing Start-Up Spare Parts Bundles from ZEF Energy at the time that a first order is placed (under this Contract) relative to ABB (ZEFNET Power A-Series) and Kempower (ZEFNET Power K-Series).

If the warranty is provided through a third-party or manufacturer, the Contractor must confirm that the manufacturer's warranty passes through to the State:

Yes, the parts warranty is provided by the original manufacturer (ZEF for Level 2 equipment; Kempower and ABB for DCFC equipment). These warranties will pass through in full to the purchasing entity. **(See Attachment 6 to Schedule A - Hardware Equipment Warranties).**

Provide the name, address, contact name, phone number and email address of the party responsible for the warranty:

Mark Vollrath
 ZEF Energy, Service Manager
 323 N. Washington Ave, Suite 200
 Minneapolis, MN 55401
mark.vollrath@zefenergy.com
 612.688.4596

1.3 Recall Requirements and Procedures

The Contractor must describe any recall procedures.

Upon notice from a DCFC charging equipment OEM, the purchasing entity and the OEM would be in direct coordination about equipment recall logistics, ramifications, and all costs and liabilities. For ZEF Energy Level 2 charging equipment, ZEF Energy would coordinate with customers directly and cover the cost of equipment replacement per a 5-year depreciation schedule.

1.4 Quality Assurance Program

Explain your Quality Assurance Program(s).

For the ZEF/Weston Team, we jointly have a strong focus on quality, at the product and production level and at the project delivery and Contract "program" delivery level. Below we discuss our respective QA programs and efforts and illustrate how together they provide comprehensive quality assurance for the State of Michigan.

ZEF Energy

ZEF Energy looks at quality assurance as a fundamental way of doing business and is very focused on setting up systems that will not allow us to fail. Across the areas of work within the business, we look at quality in all departments, with particularly acute attention to QA/QC metrics and trends in Product Development/Engineering, Manufacturing, Contracts & Finances, Order Fulfillment, and Service & Support.

The three (3) primary types of quality assurance (QA) activities include: (a) compliance with proper and regular use of intended business systems; (b) that we have redundancies & controls in place for areas of work that are higher risk in regards to economic, safety, and reputation (see the department functions listed above); and (c) documentation quality and version control to ensure that procedures and documents are reviewed and updated as standards and business requirements change. On an annual basis the Director of Operations, CEO, and Accountant team meet with all Department Directors/Managers and staff to complete a "quality check" and measure the quality and health of these three (3) types of QA activities. Each department is assessed, and a report is shared back with each department and across teams so that compliance and improvement is tracked across the company. Each department that is out of compliance with procedure documentation, proper system usage, and other controls, has 1 month to demonstrate that improvements have been put in place or are under way.

Software & Engineering QA

As it pertains to software development and operations, we have provided:

**Attachment 7 to Schedule A - Software Development Life Cycle v1,
 Exhibit 1 to Schedule E - Disaster Recovery Plan,
 Attachment 8 to Schedule A - ZEF System Security Plan (SSP) v1.2, and
 Attachment 9 to Schedule A - SOC2 Audit Attestation 2023**

to illustrate a variety of policies and procedures that we implement to ensure quality and security with our solution. Of note, ZEF Energy is SOC 2 compliant, ensuring that our data and information management policies and procedure align with industry best practices.

Hardware Manufacturing & Testing

As it pertains to manufacturing and production quality control, ZEF Energy has developed customer machinery and automated tracking systems for ensuring circuit board testing and charger functionality testing at multiple points throughout the manufacturing process. These processes are key to ZEF keeping service costs low, meeting uptime requirements, and providing customer satisfaction. Thus, they were a major initiative for ZEF in 2021 and 2022. ZEF is working through the early stages of ISO 9001 certification with plans to have this complete by Q3 2024.

Weston Solutions

Weston established a quality assurance (QA) program as an essential part of corporate policy, with the objective of ensuring the technical soundness, statistical accuracy, and proper documentation of all information and measurement data for every project. Weston delivers exceptional quality through an organization and processes that are integrated at the corporate level, at the program level, and for every project executed. Weston's Quality Management Manual (QMM) provides the structure, policies, and procedures to deliver quality products and services for all work products executed through field work, studies, engineering, design, and construction. The QMM includes our Engineering Design Quality Management Plan, Facilities and Infrastructure Quality Field Operations Manual, and Construction Operations Procedures Manual. Our multi-tiered approach maximizes quality for the State of Michigan.

Program Level Quality Assurance

A Program Level QA Management Plan is developed to meet unique program requirements and prevent deficiencies rather than detect deficiencies after their occurrence. Our QA Mission is the same as that of the State of Michigan—to design and install EVSE charging systems that provide stakeholders and end users with reliable options for Level 2 and Level 3 (DCFC) charging of electric vehicles and fleets. Consistent with this mission, our Program Level QA Plan provides the processes to ensure EV charging systems that are not only compliant with the State's requirements, but also exceed the State's expectations.

Project Level Quality Assurance

Although the corporate and programmatic QA management systems support each project QC Plan, the truest measure of quality is in the delivery of the work itself. The ZEF/Weston Team will leverage our corporate and programmatic processes and plans to develop project-specific plans to meet the specific objectives of each task order or project. At the project level, we develop, at a minimum, Design QC Plans, Construction QC Plans, and Subcontractor QC Plans. These project-specific plans include Weston's three-phase process illustrated below.

Preparatory Phase	Tools and Documents
<ul style="list-style-type: none"> • Ensure approved submittals have been received. • Review drawings, specifications, SOW, contract details, and material compliance, and discuss the QC and Safety Process with all team members. 	Daily QC Report – Documents site activities, on-site personnel and equipment, materials received, visitors, 3-Phase QC meetings held, H&S, photos.
Initial Phase	
<ul style="list-style-type: none"> • Ensure work completed meets the established level of workmanship. • Verify that controls are implemented and adequate to ensure contract compliance. 	Phase Checklists – Prepared and completed for each DFOW.
Follow-Up Phase	
<ul style="list-style-type: none"> • Ensure ongoing compliance with contract requirements. • Includes H&S observations and compliance with testing protocols. 	Deficiency Log – Tracks the status of deficiencies found during daily QC inspections and safety audits from identification to corrective action and closure.
	Issues Log – Tracks actions raised that require follow up.

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1.5 Incentives

Explain any special incentives or services including, but not limited to, return policies, trade-in programs, quantity discounts, etc.

Contractor must provide detailed information as requested in the above requirement(s).

Return Policy: Beyond the terms of ZEF Energy's Conditions of Sale and the terms around delivery and acceptance of product outlined in the Sample Master Agreement, ZEF Energy offers a limited return policy. The sale of all DC fast charging equipment is final sale. Level 2 equipment can be returned for a 25% restocking fee (25% of the sale price including all shipping, fees, and taxes). The customer will be responsible for notifying ZEF Energy of the intent to return and the reason for return and doing so via email within the 30-day window. If not communicated to ZEF Energy within that window, the sale will be final. Notice of intent to return and coordination about where to ship can be completed by emailing orders@zefenergy.com. Further, all equipment eligible for return must never

have been installed and still in its original packaging.

General Discounts: The EV charging hardware pricing provided reflects a discount on our standard MSRP. The discounts reflected in the **Schedule B - Pricing Worksheet** follows these rules and will be maintained against MSRP for the duration of an awarded contract.

- Level 2 – ZEFNET Standard Series (single plug product) – **13%**
- Level 2 – ZEFNET Pro Series (dual plug pedestal product) – **6%**
- Level 2 – All Series accessories – **5%**
- DCFC – ZEFNET Power Series-A, -K, and -T Series non-bus transit equipment & accessories – **3%**
- DCFC – ZEFNET Power Series-A, Series-K, EV transit bus charging equipment & accessories – **3%**

Quantity Discounts: ZEF Energy has included all hardware unit pricing (for quantity of 1) in **Schedule B - Pricing Worksheet**. Discounts that ZEF Energy will extend to the State of Michigan and purchasing entities include two types of discounts: a.) per order discounts (by unit volumes), and b.) total equipment purchase value over the life of the contract.

Per Order Discounts:

Level 2 ZEFNET Standard Series Equipment

≥20 units (per plug) – 3% discount applied uniformly
 ≥50 units (per plug) – 6% discount applied uniformly
 ≥100 units (per plug) – 9% discount applied uniformly

Level 2 ZEFNET Pro Series Equipment

≥20 units (per pedestal/2 plugs) – 2% discount applied uniformly
 ≥50 units (per pedestal/2 plugs) – 5% discount applied uniformly

DCFC ALL Equipment

≥10 units (plugs) – 3% discount applied uniformly
 ≥20 units (plugs) – 5% discount applied uniformly

Total Purchase Value Discounts:

According to all purchases under this contract, a purchasing entity will gain access to these discount adders based on the total value of purchases made through ZEF over the course of the contract.

- >\$3,000,000 – a 1% discount will be applied beyond per order discounts
- >\$10,000,000 – a 2% discount will be applied beyond per order discounts

All of the above discounts are based on the prices that will be charged to the purchasing entity, including any networking fees, shipping, palletizing or other costs that are bundled with the hardware with the exception of taxes. This DOES NOT include any software services, field service and maintenance agreement costs, commissioning, engineering and design, installation or project management costs.

1.6 Transition

- a) **Contract Execution:** If hardware and/or software must be installed for the conversion of a current charger, subcontractor must complete conversions within 60 calendar days from the issue of a Purchase Order (or equivalent).

- b) **Post-Contract Transition:** Invoices must be sent within 45 days after expiration of contract. Any invoices received after 45 days will result in a non-payment of invoice.

1.7 Specific Standards

IT Policies, Standards and Procedures (PSP)

Contractors are advised that the State has methods, policies, standards and procedures that have been developed over the years. Contractors are expected to provide proposals that conform to State IT policies and standards. All services and products provided as a result of this RFS must comply with all applicable State IT policies and standards. Contractor is required to review all applicable links provided below and state compliance in their response.

Public IT Policies, Standards and Procedures (PSP):

[DTMB - IT Policies, Standards & Procedures \(michigan.gov\)](#)

a) Acceptable Use Policy

To the extent that Contractor has access to the State's computer system, Contractor must comply with the State's Acceptable Use Policy, see [1340.00.130.02 Acceptable Use of Information Technology \(michigan.gov\)](#). All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State's system. The State reserves the right to terminate Contractor's access to the State's system if a violation occurs.

b) SOM Digital Standards

All software items provided by the Contractor must adhere to the State of Michigan Application/Site Standards which can be found at www.michigan.gov/standards.

c) Mobile Responsiveness

The Contractor's Solution must utilize responsive design practices to ensure the application is accessible via a mobile device.

Contractors must provide a list of all mobile devices that are compatible with the Solution. Additionally, Contractor must provide a list of features that can be performed via a mobile device identified here as an attachment to this RFS labeled "Attachment 10 to Schedule A - Hardware & Software Solution Summary".

Provided is **Attachment 10 to Schedule A - Hardware & Software Solution Summary**, a document that describes the capabilities of each and a list of all charge point operator networks (and apps) that ZEFNET has interoperability. This means that users/drivers can use these other apps to authenticate or pay for charging from the ZEFNET Charge App or these other app options.

NOTE: The ZEFNET system is a desktop-based portal. This is where a project or EVSE site administrator will have access and control of pricing, load management, data reporting, and more. The ZEFNET Charge App is a mobile application designed to be used by drivers – both public users, semi-private users (some workplaces and fleets), and private users (some fleets). The mobile app is not a mobile version of the ZEFNET desktop portal, but offers different functionality, all of which is driven by settings in the ZEFNET portal.

d) ADA Compliance

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA) and has adopted standards and procedures regarding accessibility requirements for websites and software applications. All websites, applications, software, and associated content and documentation provided by the Contractor as part of the Solution must comply with Level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0.

Contractor must acknowledge their agreement with this section and provide details for how they will meet the requirements:

The ZEFNET system does not currently comply with all of the ADA requirements requested in this RFS. Accordingly, ZEF Energy has included in **Schedule B - Pricing Worksheet** a fee for performing the required system updates to complete compliance. This scope of work is offered per an initial review of the necessary updates. Upon award, a firm and final price would be offered upon developing a full project scope with all requirements defined.

1.8 User Type and Capacity

Type of User	Access Type	Number of Users	Number of Concurrent Users
Administrator	Read/Write	40	40
Read Only	Read Only	5000*	5000*

*Subject to change. Actual quantities unknown.

Contractor must be able to meet the expected number of concurrent Users listed above.

Contractor must explain how it will be able to support the expected number of concurrent Users. Contractor must also explain whether the Solution can scale up or down without affecting performance:

ZEF Energy's solution utilizes a *serverless* service-based approach, which automatically scales to demand. The expected number of concurrent users can be accommodated utilizing our pre-existing architecture even if the actual user count is greater than the number of users listed in this Statement or Work – both for simultaneous usage and total account holder volumes.

Contractor must provide details regarding latency response time for (i.e., Generate Page Load, standardized reporting, ad hoc reporting):

1. Generate Page Load (on first load - as it is a single page web application):

- Average Latency: 3s
- Peak Latency: 5s

Methodology: Latency is measured from the initiation of the HTTP request to the last byte received, under typical network conditions.

Optimization Techniques:

- Content Delivery Network (CDN) for faster asset delivery

2. Standardized Reporting (depends on the date range of the report, and asset count):

- Average Latency: 4s

- Peak Latency: 6s

Methodology: Latency is measured from the time the report request is initiated to when the reporting data is fully rendered.

Optimization Techniques:

- Background job processing
- Report caching
- Query optimization

Monitoring and Support: We continuously monitor latency and have support teams in place to ensure optimal performance.

We continuously monitor latency and have support teams in place to ensure optimal performance.

Other Notes:

Latency: Network latency to our server endpoints should not exceed 100ms for optimal performance.

Firewall Settings: Specific ports (e.g., 80, 443) need to be open for seamless communication with our servers.

The Contractor must identify what network connectivity or equipment will the State be required to have to meet the expected latency response time?

The State will need to have network connectivity.

Internet Bandwidth Requirement: A minimum dedicated bandwidth of 10 Mbps for smooth operation.

1.9 Access Control and Authentication

The Contractor's solution must integrate with the State's IT Identity and Access Management (IAM) environment as described in the State of Michigan Digital Strategy ([MILogin - Help - michigan.gov](#)), which consist of:

- a) MILogin/Michigan Identity, Credential, and Access Management (MICAM)
 - An enterprise single sign-on and identity management solution based on IBM's Identity and Access Management products including, IBM Security Identity Manager (ISIM), IBM Security Access Manager for Web (ISAM), IBM Tivoli Federated Identity Manager (TFIM), IBM Security Access Manager for Mobile (ISAMM), and IBM DataPower, which enables the State to establish, manage, and authenticate user identities for the State's Information Technology (IT) systems.
- b) MILogin Identity Federation
 - Allows federated single sign-on (SSO) for business partners, as well as citizen-based applications.
- c) MILogin Multi Factor Authentication (MFA, based on system data classification requirements)
 - Required for those applications where data classification is Confidential and Restricted as defined by the 1340.00 Michigan Information Technology Information Security standard (i.e. the proposed solution must comply with PHI, PCI, CJIS, IRS, and other standards).
- d) MILogin Identity Proofing Services (based on system data classification requirements)
 - A system that verifies individual's identities before the State allows access to its IT system. This service is based on "life history" or transaction information aggregated from public and proprietary data sources. A leading credit bureau provides this service.

To integrate with the SOM MILogin solution, the Contractor's solution must support SAML, or OAuth or OpenID interfaces for the SSO purposes.

Contractor must acknowledge their agreement with this section and provide details for how they will meet the requirements:

In brief ZEF will comply with this requirement by extending its pre-existing Amazon Web Services (AWS) Cognito implementation to be able to support the SOM MILogin solution through OAuth 2.0. This will require additional software development work, but there is a clear pathway for completing this work.

To complete the integration of MILogin to ZEFNET, **Schedule B - Pricing Worksheet** provides a price estimate for completing this work per the initial information provided to ZEF Energy per the RFS and supplemental policy documentation. Upon award, a firm and final price for performing this work would be identified after developing a full project scope with all requirements defined.

1.10 End-User Operating Environment

The SOM environment is X86 VMware, IBM Power VM, MS Azure/Hyper-V and Oracle VM, with supporting platforms, enterprise storage, monitoring and management.

Contractor must accommodate the latest browser versions (including mobile browsers)

as well as some pre-existing browsers. To ensure that users with older browsers are still able to access online services, applications must, at a minimum, display and function correctly in standards-compliant browsers and the state standard browser without the use of special plugins or extensions. The rules used to base the minimum browser requirements include:

- Over 2% of site traffic, measured using Sessions or Visitors (or)
- The current browser identified and approved as the State of Michigan standard

This information can be found at <https://www.michigan.gov/browserstats>. Please use the most recent calendar quarter to determine browser statistics. Support is required for desktop and mobile and tablet browsers identified with over 2% of site traffic.

Contractor must support the current and future State standard environment at no additional cost to the State.

Contractor must describe any State system access requirements that are necessary for the Contractor to perform its obligations on a timely basis, including but not limited to, physical or remote access to State networks, servers, or individual workstations:

ZEF Energy will not require access to state networks, servers or workstations while performing its obligations.

Contractor must describe if it can comply with the current environment and how it intends to comply with any future changes to the user environment. And if not, describe what end user operating environment its solution supports:

ZEF can comply with the current environment requirements. If made aware of a change to the classification of a browser exceeding the 2% threshold, ZEF will undertake the necessary changes required to keep the application in line with the minimum browser requirements.

Contractor must describe if it can support the original environment throughout the term of the contract:

Yes, ZEF can confirm that it can support the original environment throughout the term of the contract.

Contractor must describe how it communicates changes to its roadmaps:

ZEF communicates its development roadmaps through the account management process. Product review is completed near the end of each quarter, and this informs roadmap timelines and engineering priorities alongside contract obligations.

Updates to the roadmap occur quarterly or semiannually. These would be shared as a matter of course with the State via the Program Manager and Deputy Program Manager as defined in the provided Organizational Chart.

Potential changes to the deliverable timeline for ongoing software development projects will be discussed with the State on an ongoing basis. This communication and coordination will be managed through the Program Manager and Deputy Program Manager, and as needed, include the Contract Service Manager.

Contractor must identify any plug-ins necessary for the proposed solution to meet the system requirements of this request:

None

Contractor must describe how customers collaborate with your organization in the decision-making process for upgrades, maintenance, and change control:

At this time, our approach to upgrades, maintenance, and change control is driven primarily by internal expertise, industry best practices, and market needs.

How We Ensure Quality and Reliability

Internal Review and Testing: Before any upgrades or maintenance activities, our in-house team of experts conducts comprehensive reviews and testing to ensure that any changes will meet performance, security, and reliability criteria.

Scheduled Maintenance: We perform routine maintenance during off-peak hours to minimize impact on our users. Customers are notified in advance of any planned maintenance or upgrades that might affect service availability.

Change Control Process: All changes go through a strict change control process that includes risk assessment, peer reviews, and a rollback plan to ensure the least amount of impact on the user experience.

Customer Feedback: While we don't involve customers directly in decision-making for upgrades and maintenance, we place immense value on customer feedback for continuous improvement. We regularly survey our customer base and monitor customer service interactions to gather insights that influence future updates and offerings.

Future Considerations: As we continue to grow, we are actively considering more structured ways to involve customers in our decision-making processes. This includes the potential for customer advisory boards, beta testing groups, or other feedback mechanisms.

1.11 Software

Contractor must provide a detailed description of the Solution to be provided under the resulting Contract including, but not limited to, a detailed description of the proposed Software (name, type, version, release number, etc.), its functionality, optional add-on modules, Contractor's services and the Solution ability to be rapidly configured or scaled as the State's business or technical demands change. If Contractor is using any open source or third-party products in connection with the proposed Solution the Contractor must identify these separately in its proposal (including identifying any associated cost in Exhibit B - Pricing):

ZEF Energy has provided Attachment 10 to Schedule A - Hardware & Software Solution Summary with this submission. This document provides an overview of the primary functions of ZEFNET, the backend, hosting software for all ZEFNET Level 2 and DCFC equipment.

In brief, the purchase of ZEFNET integrated equipment provides a purchasing entity AND a head administrator within the State of Michigan, a ZEFNET license. This license offers users ongoing access to all ZEFNET modules for 5 years. After 5 years, license and connectivity fees will apply and are provided in **Schedule B - Pricing Worksheet**.

ZEFNET users are not required to use any third-party software, nor will they have to pay any third-party fees at any time. Per ZEF Energy's Software-as-a-Service terms (**Attachment 11 to Schedule A - ZEFNET SAAS T&Cs v3**), the only other fee that is applied is a transaction fee that applies to all charging sessions that utilize a credit card or debit card to pay directly (via the app or on-charger credit card reader).

Contractor must include any end-user license agreements that will be required by the State to access the Solution as Exhibit 2 of Schedule E. Please see the software start-up and compliance work items called out in **Schedule B - Pricing Worksheet**. These items would need to be completed by ZEF Energy's software development team to meet all requirements per this Statement of Work, Schedule E, and Schedule D per this RFS. A reference list of these work items is listed below:

1. MiLogin integration
2. Detailed NIST Framework Review & Development Services
3. NIST Framework & System Review
4. NIST System Updates
5. ADA Accessibility Updates
6. Look & Feel System Compliance

Extended Software Support Hours (*Our 24/7/365 telephone support is focused on drivers and hardware users, not software specific support)

Commented [YD1]: Attachment 11 to Schedule A - ZEFNET SAAS T&Cs v3?

1.11 Migration

Contractor must provide capabilities and limitations regarding data migration:

Regarding data migration for previous equipment, it is possible that such a migration could be completed, but the data or nature of the data and pathways to acquire would have to be provided along with the requirements regarding how this data would need to be used or accessed going forward. A scope of work could be created to further define the needs and cost of such a project.

1.12 Hosting

Contractor must maintain and operate a backup and disaster recovery plan to achieve a Recovery Point Objective (RPO) of 24 hours, and a Recovery Time Objective (RTO) of 24 hours.

Contractor must include a copy of its Disaster Recovery Plan as Exhibit 1 Schedule E part of their proposal, which will be treated by the State as confidential information.

See **Exhibit 1 to Schedule E - Disaster Recovery Plan** from ZEF Energy in regard to the requirements of Schedule F.

1.13 Products and Services

In managing its obligation to meet the above milestones and deliverables, the Contractor is required to utilize the applicable [State Unified Information Technology Environment \(SUITE\)](#) methodologies, or an equivalent methodology proposed by the Contractor.

SUITE's primary goal is the delivery of on-time, on-budget, quality systems that meet customer expectations. SUITE is based on industry best practices, including those identified in the Project Management Institute's PMBoK and the Capability Maturity Model Integration for Development. It was designed and implemented to standardize methodologies, processes, procedures, training, and tools for project management and systems development lifecycle management. It offers guidance for efficient, effective improvement across multiple process disciplines in the organization, improvements to best practices incorporated from earlier models, and a common, integrated vision of improvement for all project and system related elements.

While applying the SUITE framework through its methodologies is required, SUITE was

not designed to add layers of complexity to project execution. There should be no additional costs from the Contractor, since it is expected that they are already following industry best practices which are at least similar to those that form SUITE's foundation.

SUITE's companion templates are used to document project progress or deliverables. In some cases, Contractors may have in place their own set of templates for similar use. Because SUITE can be tailored to fit specific projects, project teams and State Program Managers may decide to use the Contractor's provided templates, as long as they demonstrate fulfillment of the SUITE methodologies.

The Contractor is required to review <http://www.michigan.gov/suite> and demonstrate how each PMM/SEM requirement will be met. Contractors wishing to use their own documents must submit an example of the document that will be substituted. If the Contractor deems a document to be non-applicable, please provide reasons for the determination. The State reserves the right to give final approval of substituted documents and items marked as non-applicable.

Contractor must describe how they will meet the requirements set forth above and note any exceptions for successful implementation and ongoing support of the Solution:

ZEF Energy and Weston Solutions are willing to use the PMM and SEM templates provided by the State. Further detail regarding our respective and shared use of processes similar to SUITE are discussed below.

ZEF Energy: ZEF has provided *Attachment 7 to Schedule A - Software Development Life Cycle v1* document as a reference. This outlines the processes that we utilize, which is design based on practices from the Project Management Institute. This is true for our engineering team and their approach as well as other internal and external project management in the company.

Weston Solutions: Plan to remove blue on Monday. Weston developed protocols and standards for programmatic implementation on contracts and programs of scale 40 years ago and have been honing them ever since. Our system is similar to SUITE and, as a result, the switch can be made smoothly and efficiently.

2 Service Requirements

2.1 Timeframes

All Contract Activities must be delivered within 210 business days from receipt of order. The receipt of order date is pursuant to the **Notices** section of the *Standard Contract Terms*.

This timeframe will be met for scenarios where the property has the existing power capacity to support the EV charging stations that are ordered. If a scenario exists, where the property does not have the required power capacity, and there are long-lead-times on certain items (e.g., transformers, 600A+ panels), for reasons beyond our control, we will bring this to your attention immediately. We will work with the contract user to set a reasonable schedule that will be met by the ZEF/Weston Team.

2.2 Delivery

Delivery must be made between the hours of 8:00 a.m. and 4:00 p.m. Eastern, Monday through Friday ONLY, excluding Holidays.

2.3 Technical Support and Repairs

The Contractor must specify its toll-free number for the State to make contact with the Contractor for technical support, repairs and maintenance. The Contractor must be available for calls and service during the hours of 8 am to 5 pm EST.

2.4 Training

The Contractor must explain training that is included in its proposal, as well as any additional training capabilities available and related costs, if any.

ZEFNET Platform Training | Program Start-Up:

The ZEF/Weston team would host up to 3-training webinars for State employees to share details about the program, services available and the steps and processes to expect with various types of EV charging planning, installing, and owning cycles. These three (3) webinars (60-75 min each) would be hosted remotely, but would include these basic topics in this order:

1. Program Overview & Team, Software Capabilities, & Hardware Options Overview
2. Site Assessment, Procurement, Design & Engineering Process, and Commissioning
3. Ongoing Maintenance & Field Service, Software Support, Driver Support, & Uptime Performance

*Up to three training sessions could be provided at no cost. However, additional training request after this would require an hourly fee. *Note: The start-up training webinars would also be available on-demand for those that missed the live training session(s). This would be recorded by ZEF and shared with the State for distribution or could be made available via a non-public webpage hosted by ZEF Energy.*

ZEFNET Onboarding | At Time of Hardware Delivery: Ahead of hardware delivery, our order intake form will provide us with the estimated software administrator(s) that will be in charge of ZEFNET access and permissions. At the time of installation (before commissioning or within 2-business days after commissioning), the Project Manager or ZEF Energy Support Team will reach out to this contact(s) to set-up "ZEFNET Onboarding". This is typically a 1- hour training with tour of how to navigate ZEFNET and live set-up of some setting such as driver-facing pricing. As desired, ZEF's Support Team is available for additional support and tutoring sessions, to help get more settings and controls initialized in the system. **This is provided at no additional cost to the State.** This is part of the value of the 5-Year Advantage – value that

is built-in to our hardware first costs.

Installation, Commissioning & Service Training: If the State is interested in ZEF providing charging hardware installation, Commissioning, and/or Service and Maintenance training for personnel, this is available in various modules for Level 2 and DCFC equipment. ZEF Energy delivers all ZEFNET Level 2 and Power K-Series (Kempower) trainings directly. ZEF trains on ABB hardware in tandem with ABB. For example, training for all three areas of focus, covering Level 2 and Power K-Series product costs \$1,000 per person for in person training. Training session costs are available in **Schedule B - Pricing Worksheet**.

2.5 Reporting

The Contractor must submit to the Program Manager quarterly reports which include agency name, item(s) purchased, options, price, date ordered, date delivered, funding used: (Federal/State/Local).

The Contractor must explain its reporting capabilities, any reporting that is included in its proposal, and any additional reporting capabilities.

At the contract level, ZEF will be able to provide monthly or quarterly reports to the State showing the following information and more. These reports pertain to orders that have been fully processed and an estimated shipping date provided. These reports are available in a detailed itemized spreadsheet version as well as a rolled-up report showing funds spent since the start of the contract, funding spent year to date, as well as the quantity of purchase orders placed since the last regular report as well as the name of the purchasing entity (e.g. the agency name within the State). If further detail were requested, we have tools to help build customer reports to meet your needs and would seek to make this information readily available.

An example of a detailed report as well as a rolled-up report are provided in **Attachment 12 to Schedule A - Example Contract & Project Reports**.

Weston provides updates on project status along with invoicing at a frequency linked to the intensity of work performed. We typically provide updates along with our monthly reporting. The frequency is influenced by the State Project Manager and performed quarterly or at an alternate frequency if the project is awaiting approvals or arrival of equipment needed to move forward.

Examples of reporting approaches at the project and contract level are provided in **Attachment 13 to Schedule A - Monthly Order Report-Detailed**.

2.6 Meetings

Meetings requested by the State include, but are not limited to, a kickoff meeting. The State may request other meetings as it deems appropriate.

3. Staffing

3.1 Contractor Representative

The Contractor must appoint a Service manager, or a Product Representative specifically assigned to State of Michigan accounts who will respond to State inquiries regarding the Contract Activities, answer questions related to ordering and delivery, etc. (the "Contractor Representative").

The Contractor must notify the Contract Administrator at least 14 calendar days before removing or assigning a new Contractor Representative.

3.2 Contract Administrator

The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a **"Contract Administrator"**):

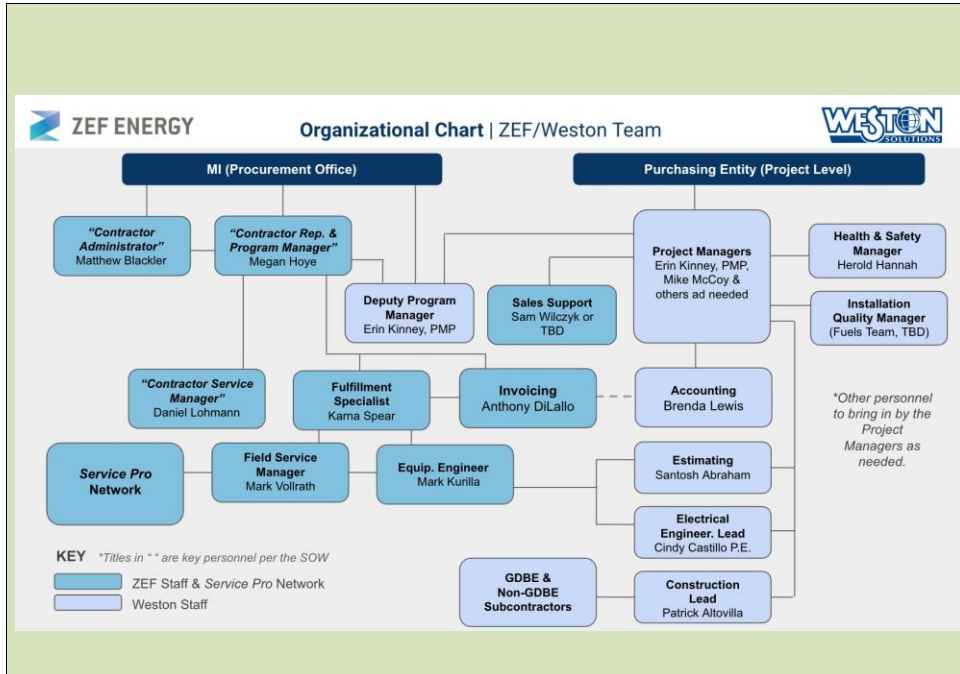
State:	Contractor:
Yvon Dufour 300-320 South Walnut Street, Elliot Larsen Building, 2 nd Floor Lansing, MI 48933 dufoury@michigan.gov (517) 249-0455	Matthew Blackler, ZEF Energy 323 N. Washington Ave, Suite 200 Minneapolis, MN 55401 Matthew@zefenergy.com (612) 688-4596

3.3 Program Manager

The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a **"Program Manager"**):

State:	Contractor:
Jeff Turner 425 W. Ottawa St Lansing, MI 48908 turnerj3@michigan.gov (517) 335-1700	Megan Hoyer - Program Manager (ZEF Energy) 323 N. Washington Ave, Suite 200 Minneapolis, MN 55401 Megan.hoyer@zefenergy.com (612) 517-3532 Erin Kinney, PMP® Deputy Program Manager (Weston) 124 Hebron Avenue, Ste 3A Glastonbury, CT 06033 erin.kinney@westonsolutions.com 860-221-5752

3.4 Organizational Chart



3.5 Customer Service Toll-Free Number

The Contractor must specify its toll-free number for the State to contact the Contractor Representative who must be available for calls during the hours of 8 am to 5 pm EST Monday through Friday, at a minimum. Identify customer service availability for this proposal by hours and days of the week.

The Contractor must specify its toll-free number for the State to make contact with the Contractor Representative.

ZEF Energy's 24/7/365 technical support hotline for drivers, equipment users, and software support:

1-888-493-3638

Identify customer service availability for this proposal by hours and days of the week.

The above hotline offers 24/7/365 support with troubleshooting support to drivers or users regarding charging equipment operation and use of the ZEFNET Charge App.

- During business hours, 8 am to 6 pm Eastern Standard Time, Tier 0 - Tier 4 support is available.
- During non-business hours, Tier 0-Tier 1 support is available.
- Per the requests of this solicitation, ZEF Energy has provided pricing for a software service level agreement, which would provide 24-7 software monitoring and support that would meet the hosting service uptime requirements laid out in **Schedule D and Exhibit 1**.

For project specific support, when purchasing entities have questions related to current orders, installation details, or basic questions about how to engage with program services, the ZEF/Weston team will provide a phone number to the Deputy Program Manager for project related inquiries and to the Program Manager for "program" or Contract related activities. This would be provided as part of the Contract execution and program kick-off process. These personnel will generally be available 9 am to 6 pm ET, Monday through Friday. Urgent after-hours questions can be directed to the Support hotline or other means of after-hours communication will be offered by the Program Manager and team.

3.6 Technical Support, Repairs and Maintenance

The Contractor must specify its toll-free number for the State to contact the Contractor for technical support, repairs and maintenance. The Contractor must be available for calls and service during the hours of 8 am to 5 pm EST Monday through Friday at a minimum. Identify availability for this proposal by hours and days of the week.

ZEF Energy's 24/7/365 technical support hotline provides technical support for drivers, equipment users, and software support: **1-888-493-3638**

From 8 am to 5 pm ET, Monday through Friday, Tier 0 through Tier 3 issues will be able to be discussed and troubleshooting can be provided in real-time, or follow-up will occur within 1 business day. After hours and on weekends and holidays, the hotline will be able to support Tier 0 and Tier 1 issues in real-time. Other issues will be triaged and escalated on the next business day. If the State purchases a Software Service Level Agreement, additional software support coverage will be provided. This support coverage would provide 24/7/365 software monitoring and stand-by support for all critical and High-Severe hosting issues, as outlined in **Schedule D** provided as part of this RFS. Pricing for the Software Service Level Agreement (for purchase at the State or purchasing entity level) is provided in **Schedule B - Pricing Worksheet**.

- **Tier 0:** extensive support documentation providing tutorials and tips for charger configuration, use, and troubleshooting.
- **Tier 1:** after-working hours support agents to provide emergency assistance and the creation of service tickets.
- **Tier 2:** technical support agents will provide solutions to hardware and software issues and facilitate the deployment of field technicians for repairs.
- **Tier 3:** complicated support cases will be escalated to a core team of software and hardware engineers or routed to a Service Pro Network Partner for work order dispatch

3.7 Disclosure of Subcontractors

If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

- The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.

- The relationship of the subcontractor to the Contractor. Of the total bid, the price of the subcontractor's work. Whether the Contractor has previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
- A complete description of the Contract Activities that will be performed or provided by the subcontractor.

Contractor must provide detailed information as requested in the requirement(s):

Contractor must provide detailed information as requested in the above requirement(s).	
The legal business name, address, telephone number of the subcontractor(s).	<p>Weston Solutions of Michigan (a subsidiary of Weston Solutions, Inc.) 2501 Jolly Road, Ste 100 Okemos, MI 48864 517-381-5920</p> <p><i>NOTE: ZEF Energy will be engaging with two (or more) service partners through our ZEF Service Pro™ Partner Network. These are entities which we have existing relationships with or Partner Agreements outside of this contract opportunity. Information about these two primary Service Pro™ partners is provided in Attachment 2 to Schedule A - ZEF Service Pro Partner Network Michigan.</i></p>
A description of subcontractor's organization and the services it will provide and information concerning subcontractor's ability to provide the Contract Activities.	<p>Weston is a medium-size, national consulting, design, construction, and operations and maintenance (O&M) company that provides environmental and infrastructure services to public and private clients. Weston is employee-owned, has been in business for 65+ years, and has roughly 1,100 employees. They operate as a single profit center and have done work in all U.S. states and most territories since the company's inception.</p> <p>Weston has delivered small and large engineering, procurement, and construction (EPC) projects to clients, ranging from facility upgrades to water treatment facilities and environmental cleanup projects. Weston has provided design/build vehicle fueling sustainment, restoration, and modernization on 550+ projects, valued at \$810 million for the Department of Defense since 1998. In 2022, Weston, with one of its small business joint venture partners, was awarded three of the General Services Administration's four zonal EVSE design/build construction contracts covering the U.S. Weston has installed EVSE networks at sites across the U.S. for private and public clients.</p> <p>We have installed systems ranging in size from 4 to 29 EV charging ports at each facility for a total of 144 charging ports. We are currently performing network design/build work for the U.S. Army Corps of Engineers at 13 facilities in seven states spread across the U.S. Weston opened its office in Michigan in 1982 and has</p>

Contractor must provide detailed information as requested in the above requirement(s).	
	continuously served as a contractor to the State of Michigan for 30+ years, performing 2,500+ projects over this timeframe. In addition, we serve local and federal governmental and private clients at sites spread across the State.
The relationship of the subcontractor to the Contractor.	Weston will serve as a subcontractor to ZEF Energy.
Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.	Our firms have worked on a variety of EVSE infrastructure offers to date for national, state, and private clients. Several of these are currently outstanding. In most instances, ZEF Energy is the prime and Weston is our EPC service subcontractor.
A complete description of the Contract Activities that will be performed or provided by the subcontractor.	Weston will provide consulting support as needed for initial planning and equipment selection, site assessment services, engineering design and permitting, utility coordination, site preparation and construction services, and support as needed during commissioning.
Of the total bid, the price of the subcontractor's work.	The price of Weston's subcontracted work is presently not known, given the information provided in the RFS. The price of Weston's subcontract can be provided in the future, on a project basis, once the scope of work and site conditions are known.
Total percentage of work that will be performed by subcontractors:	<p>Similarly, the percentage of work to be assigned to Weston under the contract cannot be provided at this time. However, it can be provided, on a project basis, in the future once the scope of work and site conditions are known.</p> <p>We can provide the State with estimates of percentages based on example network installation scenarios. For installation of a small network, we estimate the percent subcontracted to Weston to be on the order of 75% (by cost). For a medium and large network, we estimate the percentages at 47% and 26%, respectively.</p> <p>In the absence of additional information (e.g., the number of charging networks to be installed, number of chargers and charger types, locations, or site conditions at these locations), other subcontractors, beyond Weston, cannot be named so no additional information can be provided at present.</p> <p>Weston does anticipate subcontracting to local subcontractors to perform network installation (and ZEF Energy anticipates subcontracting local subcontractors for warranty and service support). This work will be subcontracted to local non-GDBE and GDBE firms. A preliminary projection of this is roughly 30-40% of the labor cost of the contract. These subcontractors will be selected based on proven ability to successfully perform this work and their safety record.</p>

Contractor must provide information based on the work performed by all subcontractors

Total percentage of subcontracted work that will be performed by GDBE subcontractors:

We have established a starting goal of 5% of labor and miscellaneous equipment cost, recognizing that a limited number of GDBEs currently have the EVSE installation and service expertise but commit to working to increase this to meet the published Michigan DOT goal of 9.56% for 2023 to 2025

NOTE: Additional subcontractors (GDBE and Non-GDBE) will be selected on a project-specific basis. The requested subcontractor information (as in this table) can be provided once a project scope of work and location are provided to the ZEF/Weston Team.

3.8 Security

The Contractor will be subject the following security procedures:

The Contractor must explain any additional security measures in place to ensure the security of State facilities.

The Contractor's staff may be required to make deliveries to or enter State facilities. The State may require the Contractor's personnel to wear State issued identification badges.

The Contractor must: (a) explain how it intends to ensure the security of State facilities, (b) whether it uses uniforms and ID badges, etc., (c) identify the company that will perform background checks, and (d) the scope of the background checks.

Contractor must describe how they comply with the above requirement(s):

When the SOW requires work to be performed at non-secure facilities fencing will be installed to secure the work area and controls established to ensure that only approved personnel would be permitted access, where needed. When the SOW calls for work to be performed at secure facilities, inside or outside of buildings, additional security requirements (pertaining to the facility) will be honored. Where identifying clothing is required, this will be rented and required of onsite workers. The names and contact information for site workers will be provided and they will be required to show their identification to any facility representative or contracted security monitoring the property. Where State-issued ID badges are required to access the work area, those will be secured prior to beginning work.

When background checks are required, we can meet that need. Weston has an ongoing contract with HireRight, LLC to perform background screens for all new hires and subsequent screening requested by Weston or our clients. All criminal searches have a seven-year lookback or ten years where applicable. Screening criteria typically includes criminal background checks, including statewide and federal, global sanctions and enforcement check, education verification, social security number verification and trace, employment verification, and motor vehicle records check. For employees needing security clearance, a credit history check/federal bankruptcy search is also performed. ZEF Energy also requires background checks as part of its hiring process. ZEF's screening criteria typically include criminal background checks, including statewide and federal, education verification, and employment verification.

4. Pricing

4.1 Price Term

Pricing is firm for the entire length of the Contract with exceptions per section "4.2 Price Changes".

List all exception(s):

NOTE: ZEF Energy will need to perform some software development activities to meet MiLogin, NIST Framework Compliance, and ADA compliance in accordance with the requirements of this RFS and potential contract. ZEF Energy has provided firm hourly rates that can be applied to determine firm and final pricing per the final scope of work and requirements identified. The prices provided under Software Services are provided as best estimates of the cost of this work. Given that the scope of the work for any of the software work items listed does not substantially change, ZEF Energy commits that the final price for this work is not more than 15% more than the price estimate provided, but that a project could cost less than what is stated based on the final approved scope of work and requirements.

4.2 Price Changes

- a) Pricing is firm for a 365-day period ("Pricing Period"). The first pricing period begins on the Effective Date. Adjustments for changes in the charging equipment specifications may be requested, in writing, by either party and will take effect no earlier than the next Pricing Period subject to **c)**, and **d)** of this section.

Adjustments for changes in federal regulations may be submitted at any time during the contract term subject to **b)**, **c)**, and **d)** of this section.

- b) If changes in federal regulations affect the cost of the Charging Equipment during the Contract period by more than one hundred dollars (\$100.00), the Contractor may request a price revision to reflect the actual cost increase experienced. The request must be accompanied by evidence that the change actually affected the Contractor's cost.
- c) Requests for price changes shall be received in writing at least 30 days prior to their effective date and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the Contract may be canceled.
- d) Per Federal Transit Administration (FTA) requirements, a cost or price analysis is required for all price changes.
- ii. The State may request a Review upon 30 days written notice that specifies what Deliverable is being reviewed. At the Review, each party may present supporting information including information created by, presented, or received from third parties.
- iii. Following the presentation of supporting information, both parties will have 30 days to review the supporting information and prepare any written response.
- iv. In the event the Review reveals no need for modifications of any type, pricing will remain unchanged unless mutually agreed to by the parties. However, if the Review

reveals that change may be recommended, both parties will negotiate in good faith for 30 days unless extended by mutual agreement of the parties.

- v. If the supporting information reveals a reduction in prices is necessary and Contractor agrees to reduce rates accordingly, then the State may elect to exercise the next one- year option, if available.
- vi. If the supporting information reveals a reduction in prices is necessary and the parties are unable to reach agreement, then the State may eliminate all remaining Contract renewal options.
- vii. Any changes based on the Review must be implemented through the issuance of a Contract Change Notice.

5. Ordering

5.1 Authorizing Document

The appropriate authorizing document for the Contract will be a Purchase Order from the purchasing entity.

5.2 Order Verification

The Contractor must have internal controls approved by Central Procurement Services to verify abnormal orders and to ensure that only authorized individuals place orders.

Contractor must describe how they comply with the above requirement(s):

Our team can meet this need and typically addresses this with one or more of the following approaches:

- 1.) Authorized Submitters: Under a Contract, and also at the purchasing entity level, ZEF can identify authorized personnel from whom we can receive purchase orders (POs). This means that POs placed by other individuals will be flagged and will require sign-off by the State Contract program manager or authorized individual. Until this time, an order would not be able to be processed (i.e. be "received").
- 2.) Multiple Sign-Offs: We receiving an order we can including in our Contract PO processing procedure a check on authorized representative approvals. If certain personnel (e.g. a Director level or higher) have not signed the PO, it will not be processed/received. One of the authorized individuals could even be an individual within the State Procurement Office.

Our team is able to use our standard order processes procedures (applied to large contracts) to fit the State's needs and within these processes we can tailor our PO acceptance procedures to meet the required standard of authorization.

5.3 Quantity

The State is not obligated to purchase in any specific quantity. The estimated quantity to order shall be one (1) charger.

6. Delivery

6.1 Delivery Programs

The Contractor must explain in detail its delivery programs (e.g., standard delivery and quick-ship), including any limitations such as quantity.

The Contractor must explain the transportation method (e.g., UPS, FedEx, Contractor fleet, or other third-party carrier) it intends on utilizing in delivery of the Contract Activities.

Contractor must describe how they comply with the above requirement(s):

Standard Delivery Methods:

ZEF Energy uses two (2) primary standard shipping methods.

1. Parcel Delivery: Use UPS & FedEx. Deliveries are always scheduled to arrive during business hours unless a customer requests otherwise. For contract requirements like allowed delivery hours, we include the allowable receiving hours in the delivery purchase order notes and provide ZEF contact information to help coordinate delivery logistics on the road and in the field. Typically, delivery pick-up to drop-off period is 5 days. While ZEF prefers shipping this product as parcels, for orders of 20+ units, we do offer palettizing and LTL delivery as an option.
2. LTL (Less Than Truckload): Use third-party LTL carriers for all ZEFNET Pro Series and DCFC products. These shipments are scheduled, both the pick-up and the drop off, so delivery between fixed hours (e.g. 8:00 and 4:00 pm) is standard practice. Also, with LTL, we ask for confirmation of successful delivery and date for tracking and reporting purposes. No minimum quantities are required by ZEF for us to utilize LTL methods for the product types listed. The speed of delivery with LTL has been slower and less reliable (to deliver on the estimated delivery date) in 2022 and 2023, however, delivery timelines typically range from 3-8 days.

Quick-Ship Methods:

ZEF Energy typically only utilizes 2-day shipping for urgent order needs, namely spare parts delivery. This can be arrived via parcel carriers. As for quick-ship LTL, the fastest reliable duration is typically 2-day or 3-day services with delivery often occurring within 24 hours of the estimated delivery. The cost to achieve faster shipping is an option, but these prices were not included in Schedule B.

For DCFC equipment, expedited shipping is also an option. After the product is manufactured, expedited shipping can usually occur in 2-3 weeks. It typically costs an additional 50% of the shipping cost.

- a) Delivery must be made between the hours of 8:00 a.m. and 4:00 p.m. Eastern, Monday through Friday ONLY, excluding Holidays.

6.2 Packaging and Palletizing

Packaging must be optimized to permit the lowest freight rate. Shipments must be palletized whenever possible using manufacturer's standard 4-way shipping pallets.

Contractor must describe how they comply with the above requirement(s):

ZEFNET Standard Series products are typically sent as parcel deliveries. This is usually the most cost-effective way to deliver the product, being that it is well packaged and protected in a wide box that stands-up well to parcel shipping. Shipping pricing provided in **Schedule B** reflects that standard practice.

For ZEFNET Pro Series products and all DCFC products, all equipment is palettized, even at the (1) unit basis. This equipment is then ship as freight via LTL. All pallets used are 4-way shipping pallets.

6.3 General Delivery

The State and/or the Ordering Entities have the right to refuse charging equipment delivery if the following conditions are not met. For the delivery of all units that may be released against the Contract the following must apply:

- a) All necessary testing and equipment placement should be performed by the charger manufacturer before final inspection/acceptance by the State.
- b) The initial charger model should serve as a standard for the following units as ordered but should not relieve the Contractor from an obligation to manufacture all units in compliance with all specifications.

Contractor must describe how they comply with the above requirement(s):

a.) Equipment Testing: All charging equipment, both Level 2 and DCFC equipment, undergo final production testing while on the manufacturing line. That product is then shipped directly to the purchasing entity or is sent to ZEF Energy or a partner distributor for warehousing according to product environment requirements. If products are warehoused ahead of deliver to the end customer/site, additional visual inspections of the goods will be conducted ahead of shipment.

b.) Delivered Product Continuity:

- **Hardware:** Any significant changes to product hardware are surfaced to customers with a new product name and part number. This procedure, for Level 2 and DCFC products, ensures that customers looking to order the same product are able to order it with confidence and know that they are getting the same or substantially the same product, meaning the form factor, Buy America requirements, and technical specifications are identical or not less than prior product options and also 'backwards compatible' with accessory hardware offered by ZEF. *If a new product, with significant new features, is be identified with a new part number and made available in the Pricing Worksheet at the time of a new 'Contract Period' or at the discretion of the State.*

Firmware: ZEF Energy does from time-to-time release firmware updates for our own Level 2 hardware. The DCFC OEMs we supply do the same from time to time. These updates can be rolled out over-the-air. Thus, if a customer wants continuity between firmware versions across their site or service area, we can control for this, even roll-back firmware updates as needed. All firmware versions released and live on a charger are visible in the ZEFNET portal.

c.) Equipment Testing: All charging equipment, both Level 2 and DCFC equipment, undergo final production testing while on the manufacturing line. That product is then shipped directly to the purchasing entity or is sent to ZEF Energy or a partner distributor for warehousing according to product environment requirements. If products are warehoused ahead of deliver to the end customer/site, additional visual inspections of the goods will be conducted ahead of shipment.

d.) Delivered Product Continuity:

- **Hardware:** Any significant changes to product hardware are surfaced to customers with a new product name and part number. This procedure, for Level 2 and DCFC products, ensures that customers looking to order the same product are able to order it with confidence and know that they are getting the same or substantially the same product, meaning the form factor, Buy America requirements, and technical specifications are identical or not less than prior product options and also 'backwards compatible' with accessory hardware offered by ZEF. *If a new product, with significant new features, is identified with a new part number and made available in the Pricing Worksheet at the time of a new 'Contract Period' or at the discretion of the State.*

Firmware: ZEF Energy does from time to time release firmware updates for our own Level 2 hardware. The DCFC OEMs we supply do the same from time to time. These updates can be rolled out over-the-air. Thus, if a customer wants continuity between firmware versions across their site or service area, we can control for this, even roll-back firmware updates as needed. All firmware versions released and live on a charger are visible in the ZEFNET portal.

7. Acceptance

7.1 Acceptance, Inspection and Testing

The State will use the following criteria to determine acceptance of the Contract Activities:

- a) The Contractor shall complete all corrections required by the State or Ordering Entity prior to final acceptance.
- b) Exact Production for Delivery Due Dates will be determined by the delivery schedule, plus (+) seven (7) calendar days from issue date indicated on the Purchase Order.

7.4 Final Acceptance

Final Acceptance is when the project is completed and functions according to the requirements listed in all previous sections of this document or is provided by the proposer's charger functionality checklist and approved site cleanliness. Any intermediate acceptance of sub- Deliverables does not complete the requirement of Final Acceptance.

The State and /or the Ordering Entity have the right to refuse charging equipment delivery when the conditions listed above are not met.

8. Invoice and Payment

8.1 Invoice Requirements

All invoices submitted to the State must include: **(a)** date; **(b)** purchase order number; **(c)** contract number; **(d)** quantity; **(e)** description of the Contract Activities; **(f)** line items for up- fitting options **(g)** unit price; **(h)** shipping cost (if any); and **(i)** total price; **(j)** Ordering Entity.

8.2 Payment Methods

The Ordering Entities will make payment for Contract Activities to the Contractor by EFT or other methods agreed to by the Contractor and purchasing entity.

Contractor must explain their process for accepting the PCard payment method. If an account needs to be created on your purchasing platform, please submit documentation that shows the steps for completing this process.

ZEF Energy's standard methods for taking payment are via ACH or by check. ZEF can also take payment via credit card as a non-standard option. This can be done by setting up an account in Bill.com, the platform that we use for driver fee remittance to the station owner (for public charging) and use when customers wish to pay by credit card. When taking payment via Bill.com, a transaction fee of 2.9% will be applied to the price paid by the purchasing entity.

ZEF Energy does not currently accept PCard payments. However, ZEF Energy is willing to set-up an account for accepting P-Card payments. Transactions paid via PCard would incur a 3% to 5% transaction fee per transaction.

9. Project Plan

For this proposal: Contractor shall provide a generic project plan that includes milestone dates and all related activities required for the installation of vehicle charging equipment.

Contractor must provide detailed information as required above – either in this response box or identified here as an attachment to this RFS.

See provided **Attachment 14 to Schedule A - Project Plan** for a detailed outline of the steps in a ZEF/Weston Team project plan as well as an example

10. Licensing Agreement

The Contractor must provide a copy of any applicable licensing agreement.

Contractor must provide a copy of any applicable licensing agreement either in this response box or identified here as an attachment to this RFS.

See **Attachment 11 to Schedule A - ZEFNET SAAS T&Cs v3** for details.

11. Liquidated Damages

Late or improper completion of the Contract Activities will cause loss and damage to the State, and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of \$5,000 and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of the Work.

Unauthorized Removal of Key Personnel will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, the State may assess liquidated damages against Contractor as specified below.

12. Additional Requirements

12.1 Environmental and Energy Efficiency Product Standards

The Contractor must identify any energy efficient, bio-based, or otherwise environmentally friendly products used in the products. Contractor must include any relevant third-party certification, including the verification of a United States Department of Agriculture certified bio-based product label. Contractor must describe how products that meet these requirements are identified or otherwise labeled.

12.2 Hazardous Chemical Identification

In accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001, *et seq.*, as amended, the Contractor must provide a Material Safety Data Sheet listing any hazardous chemicals as defined in 40 CFR §370.2, to be delivered. Each hazardous chemical must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number.

The Contractor must identify any hazardous chemicals that will be provided under any resulting contract.

12.3 Mercury Content

Pursuant to MCL 18.1261d, mercury-free products must be procured when possible. The Contractor must explain if it intends to provide products containing mercury, the amount or concentration of mercury, and whether cost competitive alternatives exist. If a cost competitive alternative does exist, the Contractor must provide justification as to why the particular product is essential. All products containing mercury must be labeled as containing mercury.

12.4 Brominated Flame Retardants

The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractor must disclose whether the products contain BFRs. Contractor must describe how products that meet these requirements are identified or otherwise labeled.

13 Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)

The Contractor must confirm that the provided products do not intentionally contain PFAS. This consists of all components of the provided products, including product packaging.

14 Service-Level Agreements (SLAs)

The Contractor will be held accountable to meet the requirements and the service level requirements established in this Contract.

Service Level Agreements for this Contract will be as follows:

SLA Metric 1. Timely Deliveries	
Definition and Purpose	<p>The Contractor must ensure that items and quantities delivered are exactly the items, brands, and quantities on the Order Confirmation. No substitutions will be allowed without prior written permission by Program Manager and a Change Notice executed by the Contract Administrator.</p> <p>The entire order will be received on the same day unless a partial delivery has been approved in advance by the Program Manager.</p>
Acceptable Standard	<ol style="list-style-type: none"> 1. All deliveries must occur in accordance with the approved delivery schedule for each Facility and Facility Receiving hours. See Section 6.1. 2. Extenuating circumstances must be communicated by the Contractor to the purchasing entity prior to the scheduled delivery date and time. 3. Items, brands, and quantities delivered will match the Order Confirmation exactly. 4. Signed and dated packing slips will be provided to purchasing entity at the time of delivery. 5. The entire order must be delivered on the same day unless a partial delivery has been approved in advance by the purchasing entity. 6. Orders not received in their entirety, as determined by a review of the Data Sources, will be considered inaccurate. <p>The acceptable standard is 100% compliance.</p>
Credit Due for Failing to Meet the Service Level Agreements	<ol style="list-style-type: none"> 1. \$100.00 may be assessed for each of the first five occurrences of non-compliance in a given calendar year. 2. \$500.00 may be assessed beginning with the sixth occurrence of non-compliance and on each occurrence thereafter in a given calendar year. <p>Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed.</p> <p>At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the state will be completed within 10 days of notice of assessment.</p>

SKU	Description	Standard Pricing (includes quoted discount + shipping)	Buy America Compliant Pricing (includes quoted discount + shipping)	Standard Shipping Lead Time (ARO) *Subject to variation and special order requests (e.g. BA and Extended Warranty)	Extended Warranty Options	Cost per Additional Year of Warranty	Typical Downpayment Requirement	NOTES
NOTE: Most but not all charging hardware options listed in this pricing worksheet are Buy America (BAA) compliant today or will be by July 1, 2023. For product that is BAA compliant, we provide both standard pricing as well as any special pricing that might apply to product when ordered as "BAA Compliant". All hardware from ZEF comes with a 5-year manufacturer parts warranty included in the price. For most products, additional years of parts warranty are available and listed below with a per year cost, but this must be identified upfront at the time of original purchase. Lead times are shared for reference, but are subject to change. Changes will be updated through the Program Manager regularly to comply with project delivery timeline requirements per the RFS and individual project needs. Hardware costs go up over time (assume an escalation rate of 5-10% every 2 years, but it varies). Price updates will be provided per 'Contract Period' according to increases in cost, but will reflect the discounts and incentives quoted in this proposal.								
Power A-Series (ABB)								
ZEFNET_ABB_Terra54HV	50kW max output up to 920V. Includes both CCS and CHAdeMO plugs with 20' cordsets on integrated cable management. Charges one EV at a time. Includes ZEF's 5-5-5-5 plan: 5 years of parts warranty, 5 years of on-site labor warranty, 5 years of ZEFNET operational platform (data acquisition, control, and app-enabled point-of-sale) and 5 years of network connectivity. Credit Card reader option included (supports swipe, dip, tap, and NFC transactions). ZEF Energy can provide a template for custom branding as needed.	\$56,524	Not BA Compliant	25 weeks	Available up to 10+ years (5 yrs included in the quoted price)	\$735	30%	*Expedited shipping (via air freight) available at an additional cost. Can reduce shipment timeline by 3-6 weeks.
ZEFNET_ABB_Terra124	120kW max output up to 920V. Includes the option of either one CCS plug and one CHAdeMO plug or two CCS plugs with 20' cordsets on integrated cable management. Can charge either: one EV at 120kW or two simultaneously at a 60kW each. Includes ZEF's 5-5-5-5 plan: 5 years of parts warranty, 5 years of on-site labor warranty, 5 years of ZEFNET operational platform (data acquisition, control, and app-enabled point-of-sale) and 5 years of network connectivity. Credit Card reader option included (supports swipe, dip, tap, and NFC transactions). Custom branding application included. Ask your sales representative about custom branding design support costs.	\$103,851	\$124,621	25 weeks	Available up to 10+ years (5 yrs included in the quoted price)	\$1,414	30%	*Expedited shipping (via air freight) available at an additional cost. Can reduce shipment timeline by 3-6 weeks.
ZEFNET_ABB_Terra184	180kW max output up to 920V. Includes the option of either one CCS plug and one CHAdeMO plug or two CCS plugs with 20' cordsets on integrated cable management. Can charge either: one EV at 180kW or two simultaneously at a 90kW each. Includes ZEF's 5-5-5-5 plan: 5 years of parts warranty, 5 years of on-site labor warranty, 5 years of ZEFNET operational platform (data acquisition, control, and app-enabled point-of-sale) and 5 years of network connectivity. Credit Card reader option included (supports swipe, dip, tap, and NFC transactions). Custom branding application included. Ask your sales representative about custom branding design support costs.	\$121,946	\$146,336	25 weeks	Available up to 10+ years (5 yrs included in the quoted price)	\$1,605	30%	*Expedited shipping (via air freight) available at an additional cost. Can reduce shipment timeline by 3-6 weeks.
ZEFNET_ABB_Wallbox_1P_C	22.5kW max output up to 920V. Includes only CCS plug with a 23' cordset with wall-mounted cable management. Charges one EV at a time. Includes ZEF's 5-5-5-5 plan: 5 years of parts warranty, 5 years of on-site labor warranty, 5 years of ZEFNET operational platform (data acquisition, control, and app-enabled point-of-sale) and 5 years of network connectivity. Custom branding application included. Ask your sales representative about custom branding design support costs. 208V-240V single phase input required.	\$25,435	\$30,522	25 weeks	Available up to 10+ years (5 yrs included in the quoted price)	\$233	30%	*Expedited shipping (via air freight) available at an additional cost. Can reduce shipment timeline by 3-6 weeks.
ZEFNET_ABB_Wallbox_1P_CJ	22.5kW max output up to 920V. Includes both CCS and CHAdeMO plugs on 23' cordsets with wall-mounted cable management. Charges one EV at a time. Includes ZEF's 5-5-5-5 plan: 5 years of parts warranty, 5 years of on-site labor warranty, 5 years of ZEFNET operational platform (data acquisition, control, and app-enabled point-of-sale) and 5 years of network connectivity. Custom branding application included. Ask your sales representative about custom branding design support costs. 208V-240V single phase input required.	\$28,962	\$34,755	25 weeks	Available up to 10+ years (5 yrs included in the quoted price)	\$283	30%	*Expedited shipping (via air freight) available at an additional cost. Can reduce shipment timeline by 3-6 weeks.
ZEFNET_ABB_Wallbox_3P_C	24kW max output up to 920V. Includes only CCS plug with a 23' cordset with wall-mounted cable management. Charges one EV at a time. Includes ZEF's 5-5-5-5 plan: 5 years of parts warranty, 5 years of on-site labor warranty, 5 years of ZEFNET operational platform (data acquisition, control, and app-enabled point-of-sale) and 5 years of network connectivity. Custom branding application included. Ask your sales representative about custom branding design support costs.	\$25,435	\$30,522	25 weeks	Available up to 10+ years (5 yrs included in the quoted price)	\$233	30%	*Expedited shipping (via air freight) available at an additional cost. Can reduce shipment timeline by 3-6 weeks.
ZEFNET_ABB_Wallbox_3P_CJ	24kW max output up to 920V. Includes both CCS and CHAdeMO plugs on 23' cordsets with wall-mounted cable management. Charges one EV at a time. Includes ZEF's 5-5-5-5 plan: 5 years of parts warranty, 5 years of on-site labor warranty, 5 years of ZEFNET operational platform (data acquisition, control, and app-enabled point-of-sale) and 5 years of network connectivity. Custom branding application included. Ask your sales representative about custom branding design support costs.	\$28,962	\$34,755	25 weeks	Available up to 10+ years (5 yrs included in the quoted price)	\$283	30%	*Expedited shipping (via air freight) available at an additional cost. Can reduce shipment timeline by 3-6 weeks.
ZEFNET_AB_HVC150C_1disp	Depot charger application: (1) power dispenser (CCS plug) with (1) 150kW power cabinet, pantograph to be installed on ceiling with existing structural accommodation provided beyond this hardware package. HVC power cabinet can take additional dispensers in the future (up to 3 total). Power can be distributed to each plug in increments of 50kW capacity.	NA	\$197,273	25 weeks	Available up to 10+ years (5 yrs included in the quoted price)	\$3,036	30%	
ZEFNET_AB_HVC150C_2disp	Depot charger application: (2) power dispensers (CCS plug) with (1) 150kW power cabinet, pantograph to be installed on ceiling with existing structural accommodation provided beyond this hardware package. HVC power cabinet can take additional dispensers in the future (up to 3 total). Power can be distributed to each plug in increments of 50kW capacity.	NA	\$227,965	25 weeks	Available up to 10+ years (5 yrs included in the quoted price)	\$3,518	30%	

ZEFNET_AB_HVC150C_3disp	Depot charger application: (3) power dispenser (CCS plug) with (1) 150kW power cabinet, pantograph to be installed on ceiling with existing structural accomodation provided beyond this hardware package. Power can be distributed to each plug in increments of 50kW capacity.	NA	\$252,519	25 weeks	Available up to 10+ years (5 yrs included in the quoted price)	\$3,904	30%	
ZEFNET_AB_HVC-OPTION_Cab Base	Optional support hardware to be installed with HVC power cabinet as needed per site conditions	NA	\$5,936	25 weeks	Available up to 10+ years (5 yrs included in the quoted price)	\$94	30%	
ZEFNET_AB_HVC-OPTION_Ped	Steel pedetal for mounting the (1) dispenser with plug. This is required hardware if going to include cable management.	NA	\$4,882	25 weeks	Available up to 10+ years (5 yrs included in the quoted price)	\$78	30%	
ZEFNET_AB_HVC-OPTION_Cbl Mgmt	Wrap cable management option to install on the dispenser to keep cable off the ground. Pedestal also required to utilize this cable management option.	NA	\$4,914	25 weeks	Available up to 10+ years (5 yrs included in the quoted price)	\$78	30%	
ZEFNET_AB_HVC150-PD_Depot Kit	Depot Pantograph: (1) pantograph-down connector with mounting hardware (to attach to existing structure) + (1) 150kW power cabinet; power cabinet includes RFID reader for fleet authentication	NA	\$292,419	25 weeks	Available up to 10+ years (5 yrs included in the quoted price)	\$4,530	30%	
ZEFNET_AB_HVC150-PD_Opty Kit	Opportunity Pantograph: (1) pantograph-down connector with mounting hardware (to attach to existing structure) + (1) 150kW power cabinet; includes RFID reader for fleet authentication	NA	\$320,043	25 weeks	Available up to 10+ years (5 yrs included in the quoted price)	\$4,964	30%	
ZEFNET_AB_HVC300-PD_Opty Kit	Opportunity Pantograph: (1) pantograph-down connector with mounting hardware (to attach to existing structure) + (2) 150kW power cabinets for a total of 300kW of capacity; Includes RFID reader for fleet authentication	NA	\$530,115	25 weeks	Available up to 10+ years (5 yrs included in the quoted price)	\$8,241	30%	
ZEFNET_AB_HVC450-PD_Opty Kit	Opportunity Pantograph: (1) pantograph-down connector with mounting hardware (to attach to existing structure) + (3) 150kW power cabinets for a total of 450kW of capacity; Includes RFID reader for fleet authentication	NA	\$699,236	25 weeks	Available up to 10+ years (5 yrs included in the quoted price)	\$10,867	30%	
ZEFNET_AB_HVC300-PD_Arm Kit	Opportunigy Charging Arm + Pantograph: (1) pantograph-down connector with mounting hardware (to attach to existing structure) + (2) 150kW power cabinets for a total of 300kW of capacity; Includes RFID reader for fleet authentication	NA	\$583,448	25 weeks	Available up to 10+ years (5 yrs included in the quoted price)	\$9,349	30%	
ZEFNET_AB_HVC450-PD_Arm Kit	Opportunigy Charging Arm + Pantograph: (1) pantograph-down connector with mounting hardware (to attach to existing structure) + (3) 150kW power cabinets for a total of 450kW of capacity; Includes RFID reader for fleet authentication	NA	\$749,212	25 weeks	Available up to 10+ years (5 yrs included in the quoted price)	\$12,000	30%	
Power K-Series (Kempower)								
ZEFNET_KP_C501_50_D4	(1) cabinet 50kW cabinet; 200-500V output; 4 plug max; Dynamic & simultaneous charging enabled; Does not include charger branding	\$48,275	Same as standard starting July 1, 2024	In Stock (24-28 weeks when out of stock)	Available up to 10 years (5 yrs included in the quoted price)	\$1,045	30%	*Does not include customer branding, but this can be added on satellite units and applied during manufacturing
ZEFNET_KP_C801_50_D4	(1) cabinet 50kW cabinet; 800V output; 4 plug max; Dynamic & simultaneous charging enabled; Does not include charger branding	\$48,275	Same as standard starting July 1, 2024	24-28 weeks	Available up to 10 years (5 yrs included in the quoted price)	\$1,045	30%	*Does not include customer branding, but this can be added on satellite units and applied during manufacturing
ZEFNET_KP_C502_50_D4	(2) cabinet 50kW cabinet; 200-500V output; 4 plug max; Dynamic & simultaneous charging enabled; Does not include charger branding	\$81,973	Same as standard starting July 1, 2024	In Stock (24-28 weeks when out of stock)	Available up to 10 years (5 yrs included in the quoted price)	\$1,711	30%	*Does not include customer branding, but this can be added on satellite units and applied during manufacturing
ZEFNET_KP_C802_50_D4	(2) cabinet 50kW, 800V output; 4 plug max; Dynamic & simultaneous charging enabled; Does not include charger branding	\$81,973	Same as standard starting July 1, 2024	24-28 weeks	Available up to 10 years (5 yrs included in the quoted price)	\$1,711	30%	*Does not include customer branding, but this can be added on satellite units and applied during manufacturing
ZEFNET_KP_C503_50_D4	(3) cabinet 50kW cabinet; 200-500V output; 4 plug max; Dynamic & simultaneous charging enabled; Does not include charger branding	\$118,571	Same as standard starting July 1, 2024	In Stock (24-28 weeks when out of stock)	Available up to 10 years (5 yrs included in the quoted price)	\$2,377	30%	*Does not include customer branding, but this can be added on satellite units and applied during manufacturing
ZEFNET_KP_C803_50_D4	(3) cabinet 50kW, 800V output; 4 plug max; Dynamic & simultaneous charging enabled; Does not include charger branding	\$121,782	Same as standard starting July 1, 2024	24-28 weeks	Available up to 10 years (5 yrs included in the quoted price)	\$2,377	30%	*Does not include customer branding, but this can be added on satellite units and applied during manufacturing
ZEFNET_KP_Option_D8-C501	(1) Cabinet upgrade, supporting 8 plug max (same for C501 or C801)	\$6,493	Same as standard starting July 1, 2024	24-28 weeks	Available up to 10 years (5 yrs included in the quoted price)	\$129	30%	
ZEFNET_KP_Option_D8-C502	(2) Cabinet upgrade, supporting 8 plug max (same for C502 or C802)	\$12,988	Same as standard starting July 1, 2024	24-28 weeks	Available up to 10 years (5 yrs included in the quoted price)	\$258	30%	
ZEFNET_KP_Option_D8-C503	(3) Cabinet upgrade, supporting 8 plug max (same for C503 or C803)	\$19,481	Same as standard starting July 1, 2024	24-28 weeks	Available up to 10 years (5 yrs included in the quoted price)	\$387	30%	
ZEFNET_KP_CSCh_Pay_300A_5M	2-plug dispenser (1 CCS 300A, 1 CHAdeMO 125A). With contactless payment terminal; 5M cord length; Does not include charger branding	\$24,150	Same as standard starting July 1, 2024	24-28 weeks	Available up to 10 years (5 yrs included in the quoted price)	\$472	30%	*Does not include customer branding, but this can be added on satellite units and applied during manufacturing
ZEFNET_KP_2xCCS_Pay_300A_5M	2-plug dispensers (2x CCS1 300A) 5M cord length; Includes contactless payment terminal; Does not include charger branding	\$27,227	Same as standard starting July 1, 2024	In Stock (24-28 weeks when out of stock)	Available up to 10 years (5 yrs included in the quoted price)	\$543	30%	*Does not include customer branding, but this can be added on satellite units and applied during manufacturing
ZEFNET_KP_CCS_Pay_300A_5M	1-plug dispenser (1 CCS 300A), 5M cord length; Includes payment terminal; Does not include charger branding	\$18,210	Same as standard starting July 1, 2024	24-28 weeks	Available up to 10 years (5 yrs included in the quoted price)	\$351	30%	*Does not include customer branding, but this can be added on satellite units and applied during manufacturing
ZEFNET_KP_T500_CCS_50	Moveable Charger 50kW, (1) CCS plug, 200-500V output, 5M cord	\$29,782	Same as standard starting July 1, 2024	24-28 weeks	Available up to 10 years (5 yrs included in the quoted price)	\$618	30%	*Does not include customer branding, but this can be added as an option during manufacturing

ZEFNET_KP_T500_CCSx2_50	Moveable Charger 50kW, (2) CCS plugs simultaneous, 200-500V output, 5M cords	\$33,705	Same as standard starting July 1, 2024	24-28 weeks	Available up to 10 years (5 yrs included in the quoted price)	\$698	30%	*Does not include customer branding, but this can be added as an option during manufacturing
ZEFNET_KP_C501-STA_50_CCSx2_300A_Pay	Station Charger Single Cabinet, 50kW, (2) CCS plugs (300A), 200-500V output, CC reader; Can hold up to 400kW of power capacity; Able to hold up to 400kW of power capacity	\$60,651	Same as standard starting July 1, 2024	24-28 weeks	Available up to 10 years (5 yrs included in the quoted price)	\$1,227	30%	*Does not include customer branding, but this can be added as an option during manufacturing
ZEFNET_KP_C502-STA_50_CCSx2_300A_Pay	Station Charger Double Cabinet, 50kW, (2) CCS plugs (300A), 200-500V output, CC reader; Able to hold up to 400kW of power capacity	\$87,613	Same as standard starting July 1, 2024	24-28 weeks	Available up to 10 years (5 yrs included in the quoted price)	\$1,683	30%	*Does not include customer branding, but this can be added as an option during manufacturing
ZEFNET_KP_Option_Power Module_5	50kW power module for adding power capacity in existing cabinets (500v or 800V)	\$17,796	Same as standard starting July 1, 2024	5-8 Weeks	Available up to 10 years (5 yrs included in the quoted price)	\$413	30%	
ZEFNET_KP_Option_CCS Cable 7M	Upgrade to 7M cord length on CCS-1 cords. This cost should be applied on a per cord basis.	\$583	Same as standard starting July 1, 2024	24-28 weeks	Available up to 10 years (5 yrs included in the quoted price)	\$15	30%	
ZEFNET_KP_Option_D6-C501	Enable Dynamic power distribution to 6 plugs max., single cabinet (500V or 800V)	\$7,102	Same as standard starting July 1, 2024	5-8 Weeks	yrs included in the quoted price)	\$141	30%	
ZEFNET_KP_Option_D6-C502	Enable Dynamic power distribution to 6 plugs max., double cabinet (500V or 800V)	\$14,206	Same as standard starting July 1, 2024	5-8 Weeks	yrs included in the quoted price)	\$282	30%	
ZEFNET_KP_Option_D6-C503	Enable Dynamic power distribution to 6 plugs max., triple cabinet (500V or 800V)	\$21,308	Same as standard starting July 1, 2024	5-8 Weeks	yrs included in the quoted price)	\$424	30%	
ZEFNET_KP_Option_D8-C501	Enable Dynamic power distribution to 8 plugs max., single cabinet (500V only)	\$7,102	Same as standard starting July 1, 2024	5-8 Weeks	yrs included in the quoted price)	\$141	30%	
ZEFNET_KP_Option_D8-C502	Enable Dynamic power distribution to 8 plugs max., double cabinet (500V only)	\$14,206	Same as standard starting July 1, 2024	5-8 Weeks	yrs included in the quoted price)	\$282	30%	
ZEFNET_KP_Option_D8-C503	Enable Dynamic power distribution to 8 plugs max., triple cabinet (500V only)	\$21,308	Same as standard starting July 1, 2024	5-8 Weeks	yrs included in the quoted price)	\$424	30%	
ZEFNET_KP_D4 Option_C501-Sta	Enable Dynamic power distribution to 6 plugs max., single cabinet station (500V or 800V)	\$7,537	Same as standard starting July 1, 2024	5-8 Weeks	yrs included in the quoted price)	\$181	30%	
ZEFNET_KP_D4 Option_C502-Sta	Enable Dynamic power distribution to 6 plugs max., double cabinet station (500V or 800V)	\$15,073	Same as standard starting July 1, 2024	5-8 Weeks	Available up to 10 years (5 yrs included in the quoted price)	\$360	30%	
Charger Branding Costs (Power K-Series & A-Series)								
NOTE:								
ZEFNET_KP_Custom Brand_Dispens	Custom charger branding on dispenser (for 1 plug or 2 plug hardware), for units with or without payment terminals, customer artwork must be submitted to ZEF Energy and approved by Kempower 12-14 weeks ahead of estimated ship date; this includes custom powder coat color on top and bottom caps. Branding guidelines can be found at support.zefenergy.com	\$855	NA	Varies	NA	NA	30%	
ZEFNET_KP_Custom Brand_Mov	Custom charger branding on moveable chargers includes customer coloring of the face and back of the unit; customer artwork must be submitted to ZEF Energy and approved by Kempower 12-14 weeks ahead of estimated ship date; this includes custom powder coat color on top and bottom caps. Branding guidelines can be found at support.zefenergy.com	\$1,095	NA	Varies	NA	NA	30%	
ZEFNET_AB_Custom Brand_Unit	Custom charger branding on moveable chargers includes customer coloring of the face and back of the unit; Final approved customer artwork must be submitted to ZEF Energy at least 9-10 weeks ahead of delivery. Branding guidelines can be found at support.zefenergy.com	\$1,000	NA	Varies	NA	NA	30%	
ZEFNET_AB_Custom Brand_Arm	Final approved customer artwork must be submitted to ZEF Energy at least 9-10 weeks ahead of delivery. Branding guidelines can be found at support.zefenergy.com	\$2,295	NA	Varies	NA	NA	30%	
ZEFNET-VNYL-BRND-SETUP	One-time, per design, artwork setup fee for custom branded charger vinyl.	\$700	NA	Dependent on completion of the customer's design	NA	NA	n/a	This process may require modifications to the artwork file originally supplied by the customer to ensure that it is a quality, print ready file. Typically this process takes 3-6 weeks.
SKU	DESCRIPTION	Standard Pricing (after base discount, includes shipping)	Buy America Compliant Pricing (after base discount, includes shipping)	Standard Shipping Lead Time (ARO) *Subject to variation and special order requests (e.g. BA and Extended Warranty)	Extended Warranty Options	Cost per Additional Year of Warranty	Typical Downpayment Requirement	NOTES
Level 2 ZEFNET Standard Series Products								
ZEFNET-40-C-NN	Single Plug, 7.7kW Power. Can be mounted to a wall or a PMD-10R pedestal. 5-year warranty. Non-networked option	\$1,935	\$2,045	3 weeks	Up to 10 years available (5yrs included in quoted price)	\$58	30%	Typically a stocked item available for immediate shipment. Stated Lead Time applies when out of inventory.
ZEFNET-60-C-NN	Single Plug, 11.5kW Power. Can be mounted to a wall or a PMD-10R pedestal. 5-year warranty. Non-networked option	\$2,275	\$2,385	3 weeks	Up to 10 years available (6yrs included in quoted price)	\$68	30%	Typically a stocked item available for immediate shipment. Stated Lead Time applies when out of inventory.
ZEFNET-80-C-NN	Single Plug, 15.4kW Power. Can be mounted to a wall or a PMD-10R pedestal. 5-year warranty. Non-networked option	\$2,475	\$2,585	3 weeks	Up to 10 years available (5yrs included in quoted price)	\$74	30%	Typically a stocked item available for immediate shipment. Stated Lead Time applies when out of inventory.
ZEFNET-100-C-NN	Single Plug, 19.2kW Power. Can be mounted to a wall or a PMD-10R pedestal. 5-year warranty. Non-networked option	\$4,225	\$4,355	4-7 weeks	Up to 10 years available (5yrs included in quoted price)	\$127	30%	
ZEFNET-40-C	Single Plug, 7.7kW Power. Can be mounted to a wall or a PMD-10R pedestal. 5-year warranty + support, 5-year cellular service, and 5-year portal access included. Includes smart phone app point-of-sale capabilities.	\$2,285	\$2,415	3 weeks	Up to 10 years available (5yrs included in quoted price)	\$69	30%	Typically a stocked item available for immediate shipment. Stated Lead Time applies when out of inventory.

ZEFNET-60-C	Single Plug, 11.5kW Power. Can be mounted to a wall or a PMD-10R pedestal. 5-year warranty + support, 5-year cellular service, and 5-year portal access included. Includes smart phone app point-of-sale capabilities.	\$2,625	\$2,735	3 weeks	Up to 10 years available (5yrs included in quoted price)	\$79	30%	Typically a stocked item available for immediate shipment. Stated Lead Time applies when out of inventory.
ZEFNET-80-C	Single Plug, 15.4kW Power. Can be mounted to a wall or a PMD-10R pedestal. 5-year warranty + support, 5-year cellular service, and 5-year portal access included. Includes smart phone app point-of-sale capabilities.	\$2,825	\$2,935	3 weeks	Up to 10 years available (5yrs included in quoted price)	\$85	30%	Typically a stocked item available for immediate shipment. Stated Lead Time applies when out of inventory.
ZEFNET-100-C	Single Plug, 19.2kW Power. Can be mounted to a wall or a CS-PDL pedestal. 5-year warranty + support, 5-year cellular service, and 5-year portal access included. Includes smart phone app point-of-sale capabilities.	\$3,705	\$3,835	4-7 weeks	Up to 10 years available (5yrs included in quoted price)	\$111	30%	
WMR	Wall-mounted retractor option for CWS units	\$478	\$478	7 weeks	NA	NA	30%	
PMD-10R	ProMountDuo™ Universal Pedestal, Powdercoated black over stainless steel, Ruggedized. Can accommodate one or two of the ZEFNET-40-C, ZEFNET-60-C, or ZEFNET-80-C	\$932	\$932	4 weeks	NA	NA	30%	Typically a stocked item available for immediate shipment. Stated Lead Time applies when out of inventory.
CS-PDL	CS EVSE Pedestal for use with ZEFNET-100-C. Powdercoated black over steel.	\$827	\$827	7 weeks	NA	NA	30%	
CS-PDL-DMKT	CS Dual Mount Pedestal Kit for mounting qty 2x ZEFNET-100-C's to a CS-PDL.	\$294	\$294	7 weeks	NA	NA	30%	
ZEFNET-STD-VNYL-BRND-CUSTOM	The cost to print and apply custom branding vinyls for ZEFNET-40-C, ZEFNET-60-C, or ZEFNET-80-C commercial chargers	\$105	\$105	n/a	NA	NA	30%	Custom branding templates are to be completed by the customer. Artwork must be submitted with the Purchase Order or at least 5-6 weeks ahead of requested delivery date.
ZEFNET-VNYL-BRND-SETUP	The cost to review and approve custom branding before printing and application (required on a per design, per product basis)	\$665	\$665	n/a	NA	NA	30%	
Level 2 ZEFNET Pro Series Products								
ZEFNET-PRO-40	Premium Retractable Dual Plug Pedestal Package. Total 15.4kW Power, 7.7kW per plug. 5-year warranty + support, 5-year cellular service, and 5-year portal access included. Includes smart phone app point-of-sale capabilities. Hot-dipped galvanized steel pedestal construction. ZEF Energy branding included or custom branding available for an extra charge.	\$8,765	\$9,490	5 Weeks	Up to 10 years available (5yrs included in quoted price)	\$175	30%	Lead time is for non-inventoried units. Check with your distributor on current stocking levels.
ZEFNET-PRO-40-CCR	Premium Retractable Dual Plug Pedestal Package.. Total 15.4kW Power, 7.7kW per plug. 5-year warranty + support, 5-year cellular service, and 5-year portal access included. Includes smart phone app point-of-sale capabilities. Hot-dipped galvanized steel pedestal construction. w/Credit Card Module Option. ZEF Energy branding included or custom branding available for an extra charge.	\$9,814	\$10,539	5 Weeks	Up to 10 years available (5yrs included in quoted price)	\$196	30%	Lead time is for non-inventoried units. Check with your distributor on current stocking levels.
ZEFNET-PRO-40-SS	Premium Retractable Dual Plug Pedestal Package . Total 15.4kW Power, 7.7kW per plug. 5-year warranty + support, 5-year cellular service, and 5-year portal access included. Includes smart phone app point-of-sale capabilities. w/Stainless Steel Pedestal Option. ZEF Energy branding included or custom branding available for an extra charge.	\$9,718	\$10,713	7 Weeks	Up to 10 years available (5yrs included in quoted price)	\$194	30%	Lead time is for non-inventoried units. Check with your distributor on current stocking levels.
ZEFNET-PRO-40-CCR-SS	Premium Retractable Dual Plug Pedestal Package. Total 15.4kW Power, 7.7kW per plug. 5-year warranty + support, 5-year cellular service, and 5-year portal access included. Includes smart phone app point-of-sale capabilities. w/Credit Card Module Option and Stainless Steel Pedestal Option. ZEF Energy branding included or custom branding available for an extra charge.	\$10,766	\$11,761	7 Weeks	Up to 10 years available (5yrs included in quoted price)	\$215	30%	Lead time is for non-inventoried units. Check with your distributor on current stocking levels.
ZEFNET-PRO-60	Premium Retractable Dual Plug Pedestal Package. Total 23kW Power, 11.5kW per plug. 5-year warranty + support, 5-year cellular service, and 5-year portal access included. Includes smart phone app point-of-sale capabilities. Hot-dipped galvanized steel pedestal construction. ZEF Energy branding included or custom branding available for an extra charge.	\$9,509	\$10,234	5 Weeks	Up to 10 years available (5yrs included in quoted price)	\$190	30%	Lead time is for non-inventoried units. Check with your distributor on current stocking levels.
ZEFNET-PRO-60-CCR	Premium Retractable Dual Plug Pedestal Package.. Total 23kW Power, 11.5kW per plug. 5-year warranty + support, 5-year cellular service, and 5-year portal access included. Includes smart phone app point-of-sale capabilities. Hot-dipped galvanized steel pedestal construction. w/Credit Card Module Option. ZEF Energy branding included or custom branding available for an extra charge.	\$10,557	\$11,282	5 Weeks	Up to 10 years available (5yrs included in quoted price)	\$211	30%	Lead time is for non-inventoried units. Check with your distributor on current stocking levels.
ZEFNET-PRO-60-SS	Premium Retractable Dual Plug Pedestal Package . Total 23kW Power, 11.5kW per plug. 5-year warranty + support, 5-year cellular service, and 5-year portal access included. Includes smart phone app point-of-sale capabilities. w/Stainless Steel Pedestal Option. ZEF Energy branding included or custom branding available for an extra charge.	\$10,461	\$11,456	7 Weeks	Up to 10 years available (5yrs included in quoted price)	\$209	30%	Lead time is for non-inventoried units. Check with your distributor on current stocking levels.
ZEFNET-PRO-60-CCR-SS	Premium Retractable Dual Plug Pedestal Package. Total 23kW Power, 11.5kW per plug. 5-year warranty + support, 5-year cellular service, and 5-year portal access included. Includes smart phone app point-of-sale capabilities. w/Credit Card Module Option and Stainless Steel Pedestal Option. ZEF Energy branding included or custom branding available for an extra charge.	\$11,509	\$12,504	7 Weeks	Up to 10 years available (5yrs included in quoted price)	\$230	30%	Lead time is for non-inventoried units. Check with your distributor on current stocking levels.
ZEFNET-PRO-80	Premium Retractable Dual Plug Pedestal Package. Total 30.8kW Power, 15.4kW per plug. 5-year warranty + support, 5-year cellular service, and 5-year portal access included. Includes smart phone app point-of-sale capabilities. Hot-dipped galvanized steel pedestal construction. ZEF Energy branding included or custom branding available for an extra charge.	\$9,956	\$10,681	5 Weeks	Up to 10 years available (5yrs included in quoted price)	\$199	30%	Lead time is for non-inventoried units. Check with your distributor on current stocking levels.

ZEFNET-PRO-80-CCR	Premium Retractable Dual Plug Pedestal Package.. Total 30.8kW Power, 15.4kW per plug. 5-year warranty + support, 5-year cellular service, and 5- year portal access included. Includes smart phone app point-of-sale capabilities. Hot-dipped galvanized steel pedestal construction. w/Credit Card Module Option. ZEF Energy branding included or custom branding available for an extra charge.	\$11,004	\$11,729	5 Weeks	Up to 10 years available (5yrs included in quoted price)	\$220	30%	Lead time is for non-inventoried units. Check with your distributor on current stocking levels.
ZEFNET-PRO-80-SS	Premium Retractable Dual Plug Pedestal Package . Total 30.8kW Power, 15.4kW per plug. 5-year warranty + support, 5-year cellular service, and 5- year portal access included. Includes smart phone app point-of-sale capabilities. w/Stainless Steel Pedestal Option. ZEF Energy branding included or custom branding available for an extra charge.	\$10,909	\$11,904	7 Weeks	Up to 10 years available (5yrs included in quoted price)	\$218	30%	Lead time is for non-inventoried units. Check with your distributor on current stocking levels.
ZEFNET-PRO-80-CCR-SS	Premium Retractable Dual Plug Pedestal Package. Total 30.8kW Power, 15.4kW per plug. 5-year warranty + support, 5-year cellular service, and 5- year portal access included. Includes smart phone app point-of-sale capabilities. w/Credit Card Module Option and Stainless Steel Pedestal Option. ZEF Energy branding included or custom branding available for an extra charge.	\$11,957	\$12,952	7 Weeks	Up to 10 years available (5yrs included in quoted price)	\$239	30%	Lead time is for non-inventoried units. Check with your distributor on current stocking levels.
ZEFNET-ZNP-VNYL-BRND-CUSTOM	Customer supplied branding, applied to the front and/or back panels of the ZEFNET PRO.	\$123	\$123	Dependent on completion of the customer's design	NA	NA	30%	Lead time for product starts once the custom design Proof is approved by the ZEF branding team. (For a new branding design, typically this process takes 2-4 weeks. We encourage customers to submit their designs at or before the time of PO submission or 5+ weeks ahead of your estimated ship date.)
ZEFNET-VNYL-BRND-SETUP	One time, per design, artwork setup fee for custom branded charger vinyl.	\$665	n/a		NA	NA	30%	This fee is required to review and approve any new custom branding design to ensure that they are print ready. The set-up fee covers quality checks on the design, compliance with artwork file requirements, and customer sign-off on the final Print Proof. The approved design will then be kept on file by ZEF for possible re-orders.
ZEFNET-PRO-INSTALL KIT	ZEFNET PRO Install Plate and Anchor Kit with galvanized hardware	\$81	\$105	3 Weeks	NA	NA	30%	
ZEFNET-PRO-INSTALL KIT-SST	ZEFNET PRO Install Plate and Anchor Kit with stainless steel J-bolts and zinc nuts	\$150	\$195	TBD	NA	NA	30%	
ZEFNET-PRO-HG-ANTENNA-KIT	Optional high gain antenna kit. Required for ZEFNET-PROs that will be installed in rural areas and anywhere with poor cellular signal.	\$143	n/a	Ships installed on ZEFNET PRO	NA	NA	30%	
ZEFNET-PRO-CCR-HG-ANTENNA- KIT	Optional high gain antenna kit. Required for credit card reader equipped ZEFNET-PROs that will be installed in rural areas and anywhere with poor cellular signal.	\$214	n/a	Ships installed on ZEFNET PRO	NA	NA	30%	
SKU	Description	Fee Frequency	Price	SLA Duration	Per Unit Basis (Scope)	Notes		
Software System Service Level Agreement Options								
Software System SLA_24/7/365	This is an optional SLA for SOM, but would provide the full extent of response times and after-hour support as per Schedule D Exhibit 1 Above and beyond ZEF Energy's Turnkey Preventative Maintenance Service Level Agreements (see below), which would be purchased and held by the 'purchasing entity' in correlation to selected equipment, this Software Service Level Agreement would provide 24/7/365 software phone support above and beyond 24/7/365 driver phone support. This Software SLA would support troubleshooting related to all SOM software integrations, meet the requested response times for all software and hosting Service Errors (Per Schedule D Exhibit 1), provide regular hosted services compliance reports, and provide data security audits per the Contract Terms set forth.	Monthly	\$10,420.00	Purchased in increments of 1 year (upfront or on a rolling basis)	Software SLA to be purchased and held by the State of Michigan (to service all purchasing entities under the Primary Contract)			
Equipment Service Level Agreement Options								
Level 2_Asset Mgmt	Remote monitoring during business hours with troubleshooting support for owner and service technician while in the field.	Annual	\$530.00	1 Year minimum, but typically sell 2-Year or 5- Year packages	Can be used to coer up to 2 plugs at one site (installed within one area of a building, within 100 ft)	Customer can pay this annual amount on a monthly candence if preferred		
DCFC_Asset Mgmt	Remote monitoring during business hours with over the phone issues diagnosis, troubleshooting support for owner and service technician while in the field.	Annual	\$2,100.00	1 Year minimum, but typically sell 2-Year or 5- Year packages	Applies to up to 2 plugs	Customer can pay this annual amount on a monthly candence if preferred		
ZEFNET_SLA Tier 1 (L2)_1yr	Tier 1 L2 Service agreement (1-Year): remote monitoring + travel, accommodations, trouble shooting costs for warranty related field service (per SLA terms)	Annual	\$350.00	1 Year minimum, but typically sell 2-Year, 5-Year or 7-Year packages	Per Charger	Customer can pay this annual amount on a monthly candence if preferred. Modified pricing and requirements to meet RFS Schedule D requirements.		
ZEFNET_SLA Tier 2 (L2)_1yr	Tier 2 L2 Preventative Maintenance service agreement (1-Year): remote monitoring + annual equipment cleaning and testing + 72hr infield response + travel, accommodations, trouble shooting costs for warranty related field service (per SLA terms)	Annual	\$690.00	1 Year minimum, but typically sell 2-Year, 5-Year or 7-Year packages	Per unit per site (sites with 1 unit)	Customer can pay this annual amount on a monthly candence if preferred. Modified pricing and requirements to meet RFS Schedule D requirements.		
ZEFNET_SLA Tier 2 (L2)_1yr_Multi	Tier 2 L2 Preventative Maintenance service agreement adder: SLA coverage per site for sites with 3+ plugs (per SLA terms)	Annual	\$600.00	1 Year minimum, but typically sell 2-Year, 5-Year or 7-Year packages	Per unit per site (sites with multiple units)	Customer can pay this annual amount on a monthly candence if preferred. Modified pricing and requirements to meet RFS Schedule D requirements.		
ZEFNET_SLA Tier 3_KP	Tier 3 DCFC Preventative Maintenance service agreement (5-Year): remote monitoring + annual equipment cleaning and testing + 48hr infield response + travel, accommodations, trouble shooting costs for warranty related field service, covers to up to 4 plugs (per SLA terms)	Annual	\$9,465.00	1 Year minimum, but typically sell 2-Year, 5-Year or 7-Year packages	per site (up to 2 plugs)	Customer can pay this annual amount on a monthly candence if preferred. Modified pricing and requirements to meet RFS Schedule D requirements.		

ZEFNET_SLA Tier 4_KP	Tier 4 DCFC Preventative Maintenance service agreement: remote monitoring + annual equipment cleaning and testing + local spare parts stocking + 24hr infield response + travel, accommodations, trouble shooting costs for warranty related field service, covers up to 4 plugs (per SLA terms)	Annual	\$11,695.00	1 Year minimum, but typically sell 2-Year, 5-Year or 7-Year packages	per site (up to 2 plugs)	Customer can pay this annual amount on a monthly candence if preferred. Modified pricing and requirements to meet RFS Schedule D requirements.
ZEFNET_SLA Tier 3_AB	Tier 3 DCFC Preventative Maintenance service agreement: remote monitoring + annual equipment cleaning and testing + 48hr infield response + travel, accommodations, trouble shooting costs for warranty related field service, covers up to 4 plugs (per SLA terms)	Annual	\$9,465.00	1 Year minimum, but typically sell 2-Year, 5-Year or 7-Year packages	per site (up to 2 plugs)	Customer can pay this annual amount on a monthly candence if preferred. Modified pricing and requirements to meet RFS Schedule D requirements.
ZEFNET_SLA Tier 4_AB	Tier 4 DCFC Preventative Maintenance service agreement: remote monitoring + annual equipment cleaning and testing + 24hr infield response + travel, accommodations, trouble shooting costs for warranty related field service, covers up to 4 plugs (per SLA terms)	Annual	\$11,695.00	1 Year minimum, but typically sell 2-Year, 5-Year or 7-Year packages	per site (up to 2 plugs)	Customer can pay this annual amount on a monthly candence if preferred. Modified pricing and requirements to meet RFS Schedule D requirements.
ZEFNET_SLA Tier 3_Tr	Tier 3 DCFC Preventative Maintenance service agreement: remote monitoring + annual equipment cleaning and testing + 48hr infield response + travel, accommodations, trouble shooting costs for warranty related field service, covers up to 4 plugs (per SLA terms)	Annual	\$9,465.00	1 Year minimum, but typically sell 2-Year, 5-Year or 7-Year packages	per site (up to 2 plugs)	Customer can pay this annual amount on a monthly candence if preferred. Modified pricing and requirements to meet RFS Schedule D requirements.
ZEFNET_SLA Tier 4_Tr	Tier 4 DCFC Preventative Maintenance service agreement: remote monitoring + annual equipment cleaning and testing + local spare part stocking + 24hr infield response + travel, accommodations, trouble shooting costs for warranty related field service, covers up to 4 plugs (per SLA terms)	Annual	\$11,695.00	1 Year minimum, but typically sell 2-Year, 5-Year or 7-Year packages	per site (up to 2 plugs)	Customer can pay this annual amount on a monthly candence if preferred. Modified pricing and requirements to meet RFS Schedule D requirements.
ZEFNET_SLA Tier 3_Multi	Tier 3 DCFC Preventative Maintenance service agreement adder: to cover up to 2 additional plugs	Annual	\$2,250.00	1 Year minimum, but typically sell 2-Year, 5-Year or 7-Year packages	per 2 additional plugs per site	Customer can pay this annual amount on a monthly candence if preferred. Modified pricing and requirements to meet RFS Schedule D requirements.
ZEFNET_SLA Tier 4_Multi	Tier 4 DCFC Preventative Maintenance service agreement adder: to cover up to 2 additional plugs	Annual	\$3,100.00	1 Year minimum, but typically sell 2-Year, 5-Year or 7-Year packages	per 2 additional plugs per site	Customer can pay this annual amount on a monthly candence if preferred. Modified pricing and requirements to meet RFS Schedule D requirements.
ZEFNET_SLA NEVI_KP	DCFC Preventative Maint. Service Agreement that meets NEVI performance requirements, covers up to 4 plugs	5-Year Cost	\$86,420.00	1 Year minimum, but typically sell 2-Year, 5-Year or 7-Year packages	per 2 additional plugs per site	Customer can pay this annual amount on a monthly candence if preferred. Modified pricing and requirements to meet RFS Schedule D requirements.
ZEFNET_Flex SLA_Transit Fleet	Tier 4 DCFC Preventative Maintenance service agreement: remote monitoring + annual equipment cleaning and testing + local spare part stocking + 24hr infield response + travel, accommodations, trouble shooting costs for warranty related field service, covers up to 4 plugs (per SLA terms)	Annual	\$21,295.00	1 Year minimum, but typically sell 2-Year, 5-Year or 7-Year packages	per pantograph	Customer can pay this annual amount on a monthly candence if preferred. Modified pricing and requirements to meet RFS Schedule D requirements.
Non-Warranty In-Field Labor -- 48 hr response time	For in-field labor between 8am and 5 pm local time. Additional cost for material costs not covered under warranty will be invoiced to the customer.	Per Hour	150.00	NA	NA	
Non-Warranty In-Field Labor -- 24 hr response time	For in-field labor, with a 24-hr response time until arrival on site, applicable during extended hours and holidays. Additional cost for material costs not covered under warranty will be invoiced to the customer.	Per Hour	200.00	NA	NA	
Non-Warranty In-Field Labor -- 12 hr response time	For in-field labor, with a 12-hr response time until arrival on site, applicable during extended hours and holidays. Additional cost for material costs not covered under warranty will be invoiced to the customer.	Per Hour	250.00	NA	NA	
Equipment Commissioning Services						
ZEFNET_Pro_Cx_single unit	On-site quality checks & commissioning, by ZEF Service Team or via Service Pro Partner, for each installed Level 2 charger	1-Time	\$615.00	NA	Per Charger Pedestal (2 plugs) Per Site	THESE COSTS ARE INCLUDED IN THE UPFRONT EQUIPMENT PRICING PROVIDED IN THIS SPREADSHEET (Schedule B- Pricing Worksheet)
ZEFNET_Pro_Cx_multi-unit	On-site quality checks & commissioning by ZEF Service Team or via Service Pro Partners for each installed Level 2 charger	1-Time	\$455.00	NA	Per Charger (beyond initial Cx fee, for sites with multiple units)	
ZEFNET_Std_Cx	On-site quality checks & commissioning by ZEF Service Team or via Service Pro Partners for each installed Level 2 charger	1-Time	\$150.00	NA	Per Charger (1 plug)	
ZEFNET_KP_Cx	On-site quality check & commissioning, by ZEF Service Team or via Service Pro Partner, for each DCFC install (per site up to 4 plugs)	1-Time	\$2,200.00	NA	Per Charger (2 plugs)	
ZEFNET_ABB_Cx	On-site quality check & commissioning, by ZEF Service Team or via Service Pro Partner, for each DCFC install (per site up to 4 plugs)	1-Time	\$2,200.00	NA	Per Charger (2 plugs)	
ZEFNET_ABB_Cx_Panto	On-site quality check & commissioning, by ZEF Service Team or via Service Pro Partner, for each DCFC install (per pantograph)	1-Time	\$3,000.00	NA	Per Pantograph	
ZEFNET_KP_Cx_add1 plugs	Covers ZEF on-site quality checks & commissioning for DCFC sites with more than 4 plugs (added for each additional 2 plugs)	1-Time	\$850.00	NA	can be applied to base CX for a total of up to 8 plugs per site	
ZEFNET_ABB_Cx_add1 plugs	Covers ZEF on-site quality checks & commissioning for DCFC sites with more than 4 plugs (added for each additional 2 plugs)	1-Time	\$850.00	NA	can be applied to base CX for a total of up to 8 plugs per site	
Software Services & License Description		Estimated Hours*	Frequency	Total Price	Notes	
Below is a list of possible software services that may be purchased through and performed by ZEF Energy. Additional services that required different work or additional hours due to more extensive requirements, may be available, but would have						
SaaS						
Software-as-a-Service - 1 year of ZEFNET operations per Level 2 plug (load management, networking,		NA	Annual	\$156.00	Paid monthly or annually; may be extended one year at a time with a commitment to a full year of	
Software-as-a-Service - 1 year of ZEFNET operations per simultaneously operating DCFC plug (load		NA	Annual	\$600.00	Paid monthly or annually; may be extended one year at a time with a commitment to a full year of	
Software Development Services						
All of the software services listed below are included as start-up software activities that would need to be completed ahead of meeting all SOM IT and platform requirements, as per the Statement of Work, Schedule D and Schedule E. Additional						
Project Scope Development Fee - Small Project		NA	As needed	\$2,000-\$4,500	This provides the State of Michigan with a narrow price range of what project scoping coordination and requirements identification will cost ahead of starting direct software development and system update work.	
Project Scope Development Fee - Medium & Large Projects		NA	As needed	\$4,500-\$10,000		
MiLogin Integration		720	One-Time	\$95,800.00	Completing integration between the ZEFNET platform, the ZEFNET Charge App as needed, and SOM's IT Identity and Access Management (IAM) environment. These activities will include building the capabilities to ensure full compliance with SOM's identity proofing requirements (as part of the MiLogin) and meeting federated sign-on requirements.	
NIST Framework & System Review (identified as a Medium Project *see above*)			One-Time	\$2,700.00	ZEF Energy has completed an initial review of the NIST framework to offer this estimate of what scoping	
NIST System Updates		210	One-Time	\$38,700.00	ZEF Energy would complete updates to the ZEFNET system to meet all requirements of the NIST framework. We know that ZEFNET is already compliant with most requirements, but not all.	
ADA Accessibility Updates		360	One-Time	\$50,400.00	The ZEFNET portal and driver application do not currently comply in-full with ADA guidelines and WCAG 2.0 Level AA guidelines. Under this work item, ZEF would complete a review of ZEFNET and the ZEFNET Charge App and make the update necessary to comply with the standard. This would include filling out a Prodcrt Accessibility Teemplate and providing it to the State.	

Look & Feel System Compliance	320	One-Time	\$44,800.00	This would include branding the ZEFNET portal and the ZEFNET Charge App to meet the SOM's Digital Standards and Guideline, including logos/seals and branding requirements, and look and feel standards.
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Professional Service Category	Organization	Position/Title	Applied Labor Rate (Hr)
Engineering & Design			
Design Engineering	Weston	Project Manager	\$134.10
Design Engineering	Weston	Design Manager	\$178.20
Design Engineering	Weston	Principal Design Engineer-Electrical	\$194.80
Design Engineering	Weston	Principal Design Engineer-Civil	\$194.80
Design Engineering	Weston	CAD Designer	\$98.73
Design Engineering	Weston	Sr. Project Engineer	\$124.80
Design Engineering	Weston	Project Engineer	\$95.48
Design Engineering	Weston	Engineering Assistant	\$75.66
Design Engineering	Weston	Word Processor/Admin Assistant	\$73.09
Site Assessments & Planning			
Project Management	Weston	Project Manager	\$134.10
Design Engineering	Weston	Design Manager	\$178.20
Design Engineering	Weston	Principal Design Engineer-Electrical	\$194.80
Design Engineering	Weston	Principal Design Engineer-Civil	\$194.80
Design Engineering	Weston	CAD Designer	\$98.73
Design Engineering	Weston	Sr. Project Engineer	\$124.80
Design Engineering	Weston	Project Engineer	\$95.48
Design Engineering	Weston	Engineering Assistant	\$75.66
Design Engineering	Weston	Word Processor/Admin Assistant	\$73.09
Project Management			
Project Management	Weston	Sr.Project Manager	\$186.70
Project Management	Weston	Project Manager	\$134.10
Project Management	Weston	Project Engineer	\$95.48
Project Management	Weston	Engineering Assistant	\$75.66
Estimation	Weston	Estimator	\$92.42
Procurement	Weston	Contracts/Procurement Specialist	\$105.45
Health and Safety	Weston	Program H&S	\$95.48
Quality control	Weston	Quality control Manager (QCM)	\$95.48
Project Monitoring and Controlling	Weston	Scheduler	\$90.78
Admin	Weston	Word Processor/Admin Assistant	\$73.09
Finance	Weston	Finance	\$90.78
Field Management			
Site Supervision	Weston	Superintendent	\$100.91
Health and Safety	Weston	Site safety and health officer (SSHO)	\$77.20
Quality control	Weston	Quality control Manager (QCM)	\$77.20
Software Development Services			
Software Development Project Manageme	ZEF Energy	Engineering Project Manager	\$165.87
Software Engineering	ZEF Energy	Senior Engineer II	\$175.25
Software Engineering	ZEF Energy	Engineer I	\$124.49
Software Engineering & Analyst	ZEF Energy	Test Engineer I	\$114.92
Other Consulting Services or Utility			
Procurement Coordination	ZEF Energy	Fulfillment Specialist	\$64.89
Equipment Engineer	ZEF Energy	Equipment Engineering	\$110.10
Utility Engagement & Rate Design	ZEF Energy	Utility Engagement Specialist & Grant Writing	\$91.01

Training Module Name	Description	Price
ZEFNET Level 2 & Kempower DCFC - Install Training	per person (in person, does not include travel or accomodations, but some f	\$400
ZEFNET Level 2 & Kempower DCFC - Service Training	per person (in person, does not include travel or accomodations, but some f	\$600
Spare Part Package Name	Description	Price
Spare Parts Start-Up Bundle - Kempowr	Per recommended parts that fail most frequently	\$26,350
Spare Parts Start-Up Bundle - ABB- Std	Per recommended parts that fail most frequently	\$26,830
Spare Parts Start-Up Bundle - ABB- Transit	Per recommended parts that fail most frequently	\$111,110

EPC & Other Professional Service Rates

Professional Service Category	Organization	Position/Title	(Hr)
Engineering & Design			
Design Engineering	Weston	Project Manager	\$134.10
Design Engineering	Weston	Design Manager	\$178.20
Design Engineering	Weston	Principal Design Engineer-Electrical	\$194.80
Design Engineering	Weston	Principal Design Engineer-Civil	\$194.80
Design Engineering	Weston	CAD Designer	\$98.73
Design Engineering	Weston	Sr. Project Engineer	\$124.80
Design Engineering	Weston	Project Engineer	\$95.48
Design Engineering	Weston	Engineering Assistant	\$75.66
Design Engineering	Weston	Word Processor/Admin Assistant	\$73.09
Site Assessments & Planning			
Project Management	Weston	Project Manager	\$134.10

Design Engineering	Weston	Design Manager	\$178.20
Design Engineering	Weston	Principal Design Engineer-Electrical	\$194.80
Design Engineering	Weston	Principal Design Engineer-Civil	\$194.80
Design Engineering	Weston	CAD Designer	\$98.73
Design Engineering	Weston	Sr. Project Engineer	\$124.80
Design Engineering	Weston	Project Engineer	\$95.48
Design Engineering	Weston	Engineering Assistant	\$75.66
Design Engineering	Weston	Word Processor/Admin Assistant	\$73.09
Project Management			
Project Management	Weston	Sr. Project Manager	\$186.70
Project Management	Weston	Project Manager	\$134.10
Project Management	Weston	Project Engineer	\$95.48
Project Management	Weston	Engineering Assistant	\$75.66
Estimation	Weston	Estimator	\$92.42
Procurement	Weston	Contracts/Procurement Specialist	\$105.45
Health and Safety	Weston	Program H&S	\$95.48
Quality control	Weston	Quality control Manager (QCM)	\$95.48
Project Monitoring and Controlling	Weston	Scheduler	\$90.78
Admin	Weston	Word Processor/Admin Assistant	\$73.09
Finance	Weston	Finance	\$90.78
Field Management			
Site Supervision	Weston	Superintendent	\$100.91
Health and Safety	Weston	Site safety and health officer (SSHO)	\$77.20
Quality control	Weston	Quality control Manager (QCM)	\$77.20
Software Development Services			
Software Development Project Management	ZEF Energy	Engineering Project Manager	\$165.87
Software Engineering	ZEF Energy	Senior Engineer II	\$175.25
Software Engineering	ZEF Energy	Engineer I	\$124.49
Software Engineering & Analyst	ZEF Energy	Test Engineer I	\$114.92
Other Consulting Services or Utility			
Procurement Coordination	ZEF Energy	Fulfillment Specialist	\$64.89
Equipment Engineer	ZEF Energy	Equipment Engineering	\$110.10
Utility Engagement & Rate Design	ZEF Energy	Utility Engagement Specialist	\$91.01

Workplace Charging Project (Small Scope Example)						
<i>Shipping costs are not calculated in.</i>						
Upfront Costs		Part Number	Unit Description	Qty.	Unit Price (or Hourly Rate)	Total Price
Hardware Costs						
	ZEFNET Standard Series, Level 2 Wallmounted (40A units)	ZEFNET-40-C	Units (1 plug)	2	\$2,565.00	\$5,130.00
	ZEFNET Pro Series, Level 2 Pedestal Charger (40A per plug), no credit card reader	ZEFNET-PRO-40	Pedestal (2 plugs)	2	\$8,850.00	\$17,700.00
	ZEFNET Standard Series on-charger branding	ZEFNET-STD-VNYL-BRND-CUSTOM	Per Charger	2	\$110.00	\$220.00
	ZEFNET Pro Series on-charger branding	ZEFNET-ZNP-VNYL-BRND-CUSTOM	Per Pedestal Side	4	\$129.00	\$516.00
	1-time artwork set-up and quality check fee for each unique design	ZEFNET-VNYL-BRND-SETUP		2	\$700.00	\$1,400.00
Site Design, Engineering & Project Management						
	Site Walk & Assessment	N/A		1	\$2,619	\$2,619
	Design Engineering	N/A		1	\$7,750	\$7,750
	Project Management (all EPC services)	N/A		1	\$17,044	\$17,044
Installation, Testing & Commissioning						
	Civil works and electrical installations	N/A		1	\$24,298	\$24,298
	Testing, commissioning	N/A		1	\$1,210	\$1,210
Installation Materials						
	Power distribution panel	N/A		1	\$7,016	\$7,016
	Bulk materials (cables, conduits etc.)	N/A		1	\$14,903	\$14,903
Operational Costs (first 5 years)			Unit	Qty.	Unit Price (or Hourly Rate)	Total Price
Networking Costs						
	<i>Included in hardware cost (first 5 years of operations)</i>					\$0.00
Service & Maintenance Costs						
	Tier 1 SLA - 5 Years (per unit - 1 plug)	ZEFNET_SLA Tier 1 (L2)_1yr	per yer per plug	10	\$350.00	\$3,500.00
	Tier 2 SLA - 5 Years (per pedestal unit - 2 plugs)	ZEFNET_SLA Tier 2 (L2)_1yr_Multi	per yer per pedestal	10	\$600.00	\$6,000.00
Total Upfront Cost						\$99,805.48
Total 5-Year Cost						\$34,466.00

Community Charging Hub (Moderate Scope Example)						
<i>Shipping costs are not calculated in.</i>						
Upfront Costs			Unit	Qty.	Unit Price (or Hourly Rate)	Total Price
Hardware Costs						
	Level 2 Pedestal Charger (40A per plug), with credit card + RFID reader	ZEFNET-PRO-40-CCR	Pedestal (2 plugs)	2	\$10,110.00	\$20,220.00
	Power Cabinet (Double) with the ability to hold 400kW, installed with 50kW and 250kW woth of power modules added (see other line items) for a total charging capacity of 300kW at start-up	ZEFNET_KP_C502_50_D4	1 Double Power Cabinet	1		
	Dual CCS plug satellite with credit card + RFID reader	ZEFNET_KP_2xCCS_Pay_300A_5M	1 Satellite (2 plugs)	1	\$81,972.76 \$27,226.93	\$81,972.76 \$27,226.93
	Power Moduals (additional) <i>*cabinet comes with 1 modual installed</i>	ZEFNET_KP_Option_Power Module_50	1 Power Module	5	\$17,795.62	\$88,978.10
	400 kVA Minisub cabinet with step-down transformers for Level 2 equipment. Utility metering panel and sockets to be installed to the side of this cabinet.	ZEFNET_KP_Option_Power Module_50		1	\$17,896.00	\$17,896.00
Site Design, Engineering & Project Management						
	Site Walk & Assessment	N/A		1	\$2,618.59	\$2,618.59
	Design Engineering	N/A		1	\$8,837.43	\$8,837.43
	Project Management (all EPC services)	N/A		1	\$32,701.32	\$32,701.32
Installation, Testing & Commissioning						
	Civil works and electrical installations	N/A		1	\$68,472.45	\$68,472.45
	Testing, commissioning	N/A		1	\$3,400.00	\$3,400.00
Installation Materials						
	Transformer/Power distribution panels	N/A		1	\$35,872.73	\$35,872.73
	Bulk materials (cables, conduits etc.)	N/A		1	\$40,883.18	\$40,883.18
Operational Costs (first 5 years)			Unit	Qty.	Unit Price (or Hourly Rate)	Total Price
Networking Costs						
	<i>Included in hardware cost (first 5 years of operations)</i>					\$0.00

Service & Maintenance Costs						
	adder: SLA coverage per site for sites with 3+ plugs (per SLA terms)	ZEFNET_SLA Tier 2 (L2)_1yr_Multi	per yer per pedestal	10	\$600.00	\$6,000.00
	Tier 4 DCFC Turnkey Preventative Maintenance service agreement: remote monitoring + annual equipment cleaning and testing + local spare parts stocking + 24hr infield response + travel, accommodations, trouble shooting costs for warranty related field service, covers up to 4 plugs (per SLA terms)	ZEFNET_SLA Tier 4_KP	per yer per 4 plugs	5	\$8,560.00	\$42,800.00
Total Upfront Cost						\$429,079.50
Total 5-Year Cost						\$401,123.59

Public Bus Charging Depot (Large Scope Example)						
Shipping costs are not calculated in.						
Upfront Costs			Unit	Qty.	Unit Price (or Hourly Rate)	Total Price
Hardware Costs						
	ZEFNET Standard Series, Level 2 Wallmounted (100A units)	ZEFNET-100-C	Per Charger (1 plug)	2	\$4,225	\$8,450
	Power Cabinet (Triple) with ability to hold 600kW, installed with 50kW with 550kW worth of power modules (see other line items) added in for a charging capacity of 600kW at start-up.	ZEFNET_KP_C503_50_D4	Per Power Cabinet (triple)	2	\$118,571	\$237,142
	Dual CCS plug satellite with credit card + RFID reader	ZEFNET_KP_2xCCS_Pay_300A_5M	Per Satellite (2 plugs)	4	\$27,227	\$108,908
	Power Modulals (additional) *cabinet comes with 1 modual installed	ZEFNET_KP_Option_Power Module 50	Per Power Module	22	\$17,796	\$391,504
	Opportunity (on-rournte) pantograph-down charger, 300kW, includes power cabinets, power modules, and overhead canopy with panograph hardware	ZEFNET_AB_HVC-PD_300	Per Pantograph with 2 power cabinets	1	\$583,448	\$583,448
	50kW Moveable charger	ZEFNET_KP_T500_CCSx2_50	Per Charger (2 plugs)	2	\$33,967	\$67,934
	ZEFNET Standard Series on-charger branding	ZEFNET-STD-VNYL-BRND-CUSTOM	Per Charger	2	\$105	\$210
	Custom color application & brand labeling for diespenser/satellite	ZEFNET-KP_Disb_BRND-CUSTOM	Per Satellite (2 plugs)	4	\$855	\$1,710
	Custom color application & brand labeling for moveable charger	ZEFNET-KP_Mov_BRND-CUSTOM	Per Charger (2 plugs)	2	\$1,095	\$2,190
	Custom color application & brand labeling for on-route charging arm	ZEFNET-AB_PD Kit_BRND-CUSTOM	Per overhead pantograph (no power cabinets)	1	\$2,295	\$4,590
	1-time artwork set-up and quality check fee for each unique design; (5) designed included per the quantity as there are 5 designs that would need to be created and reviewed under this scenario	ZEFNET-VNYL-BRND-SETUP	1-time charge(s)	5	\$700	\$3,500
	1-time artwork set-up and quality check fee for each unique design; (5) designed included per the quantity as there are 5 designs that would need to be created and reviewed under this scenario	ZEFNET-VNYL-BRND-SETUP		5	\$700	\$1,400
						\$0
Site Design, Engineering & Project Management						
	Site Walk & Assessment	N/A		1	\$6,125	\$6,125
	Design Engineering	N/A		1	\$24,674	\$24,674
	Project Management (all EPC services)	N/A		1	\$148,241	\$148,241
Installation, Testing & Commissioning						
	Civil works and electrical installations	N/A		1	\$132,015	\$132,015
	Testing, commissioning, As-built documentation	N/A		1	\$9,900	\$9,900
Installation Materials						
	Switchgear/Transformer/Power distribution panels	N/A		1	\$50,057	\$50,057
	Bulk materials (cables, conduits etc.)	N/A		1	\$130,115	\$130,115
Operational Costs (first 5 years)			Unit	Qty.	Unit Price (or Hourly Rate)	Total Price
Networking Costs					\$0	\$0
	Included in hardware cost (first 5 years of operations)				\$0	\$0
					\$0	\$0
Service & Maintenance Costs					\$0	\$0
	accommodations, trouble shooting costs for warranty related field service (per SLA terms)	ZEFNET_SLA Tier 1 (L2)_1yr	per plug	10	\$350	\$3,500
	Tier 4 DCFC Turnkey Preventative Maintenance service agreement: remote monitoring + annual equipment cleaning and testing + local spare parts stocking + 24hr infield response + travel, accommodations, trouble shooting costs for warranty related field service, covers up to 4 plugs (per SLA terms)					
	<u>Applied to Dispensers + Cabinet hardware</u>	ZEFNET_SLA Tier 4_KP	per 4 plugs per year	10	\$8,560.00	\$85,600

	the phone issues diagnosis, troubleshooting support for owner and service tehniciant while in the field. <u>Applied to the 2 moveable chargers</u>	Tier 3 SLA_ Assemt Mgmt	per 4 plugs per year	5	\$1,830.00	\$9,150
	Tier 4 DCFC Preventative Maintenance service agreement: remote monitoring + annual equipment cleaning and testing + local spare part stocking + 24hr infield response + travel, accommodations, trouble shooting costs for warranty related field service, covers up to 4 plugs (per SLA terms)	ZEFNET_Flex SLA_Transit Fleet	per panto arm per year	5	\$14,145	\$70,725
Total Upfront Cost						\$1,912,113.41
Total 5-Year Cost						\$414,220.09

****DISCLAIMER**** The pricing provided in this tab is for example purposes only. This is intended to provide the State of Michigan

Basis of Estimate

Small Scope Example

- 1 Assumed adequate power is available in the facility-designated power panel/feeder including suitably sized breaker(s).
- 2 Installation of (2) two Level 2 single plug 40A wall-mounted charging stations and (2) two Level 2 dual plug 40A pedestal-mounted
- 3 Supply and installation of 200A 208/120V 3ph power panel
- 4 Supply laying and termination of 100 lf primary power cable from the existing power feeder panel to the 200A 208/120V 3ph power panel
- 5 Supply laying and termination of 50 lf power cable/conduit from 200A 208/120V 3ph power panel to each charging station
- 6 The EV charger equipment shall be provided at no charge to Weston and delivered to the site location by ZEF
- 7 Included necessary cable trench works, concrete pads for installing EVSC equipments.□
- 8 Included existing parking slot restriping, wheel stops, bollards, and Signage (EV only) in the offered price.□
- 9 Breaking of existing concrete/asphalt paving and reinstatement is not included □
- 10 The offered price not included any area lighting/socket outlets
- 11 Vendor assistance (EVCS) for the testing and commissioning works shall be arranged by ZEF
- 12 Assumed the Project locations are within one day driving distance (<150 miles round trip from a Weston office).
- 13 (1) one-day commissioning assistance for the installed equipment's included in the offered price□

Moderate Scope Example

- 1 Assumed adequate power source available in the designated facility, no primary transformer included
- 2 Installation of (2) two Level 2 dual plug 40A pedestal mounted charging stations
- 3 Installation of (1) one Level 3 dual plug 300kW pedestal mounted charging station including 400kW (double) power cabinet
- 4 Supply and installation of 50kVA 480V/277V Sec Y208/120V 3ph transformer
- 5 Supply and installation of 480V/500A 3ph Switchboard/Power panel
- 6 Supply and installation of 100A 208/120V 3ph power panel
- 7 Supply laying and termination of 100 lf primary power cable/conduit from the existing power feeder panel to 480V/500A 3ph
- 8 Supply laying and termination of 50 lf power cable/conduit from 480V/500A 3ph Switchboard/Power panel to 50kVA transformer
- 9 Supply laying and termination of 50 lf power cable/conduit from 480V/500A 3ph Switchboard/Power panel to 400kW (double) Power
- 10 Supply laying and termination of 50 lf power cable/conduit from 50kVA Transformer to 100A 208/120V 3ph power panel
- 11 Supply laying and termination of 50 lf power cable/conduit from 100A 208/120V 3ph power panel to each Level 2 charging stations
- 12 Supply laying and termination of 50 lf power cable/conduit from Power cabinet (double) Level 3 charging station.
- 13 The EV charger equipment shall be provided at no charge to Weston and delivered to the site location by ZEF
- 14 Included necessary cable trench works, concrete pads for installing EVSC equipment's.□
- 15 Included existing parking slot restriping, wheel stops, bollards, and Signage (EV only) in the offered price.□
- 16 Breaking of existing concrete/asphalt paving and reinstatement is not included □
- 17 The offered price not included any area lighting/socket outlets
- 18 Vendor assistance (EVCS) for the testing and commissioning works shall be arranged by ZEF
- 19 Assumed the Project locations are within one day driving distance (<150 miles round trip from a Weston office).
- 20 (2) two-days commissioning assistance for the installed equipment's included in the offered price□

Large Scope Example

- 1 Assumed adequate power source available in the designated facility, no primary transformer included□
- 2 Installation of (2) two Level 2 single plug 100A wall-mounted charging stations □
- 3 Installation of (1) one Pantograph including 300kW (double) power cabinet□
- 4 Installation of (4) four Level 3 dual plug 300kW pedestal mounted charging stations and (2) two 600kW (tripe) power cabinet to feed the
- 5 Supply and installation of 75kVA 480V/277V Sec Y208/120V 3ph transformer
- 6 Supply and installation of 200A 208/120V 3ph power panel
- 7 Supply and installation of 480V/1250A, 3ph Switchgear
- 8 Supply laying and termination of 100 lf primary power cable/conduit from the existing power feeder panel to 480V/1250A 3ph Switchgear
- 9 Supply laying and termination of 50 lf power cable/conduit from 480V/1250A 3ph Switchgear to 75kVA transformer
- 10 Supply laying and termination of 50 lf power cable/conduit from 75kVA Transformer to 200A 208/120V 3ph power panel
- 11 Supply laying and termination of 50 lf power cable/conduit from 480V/1250A 3ph Switchgear to (2) two 600kW (triple) Power cabinet
- 12 Supply laying and termination of 50 lf power cable/conduit from 480V/1250A 3ph Switchgear to (1) one 300kW (double) Power cabinet
- 13 Supply laying and termination of 50 lf power cable/conduit from 200A 208/120V 3ph power panel to each Level 2 charging stations
- 14 Supply laying and termination of 50 lf power cable/conduit from Power cabinet (triple) to the each Level 3 charging stations.
- 15 Supply laying and termination of 100 lf power cable/conduit from Power cabinet (double) to Pantograph
- 16 The EV charger equipment shall be provided at no charge to Weston and delivered to the site location by ZEF
- 17 Included necessary cable trench works, concrete pads for installing EVSC equipment's.□
- 18 Included existing parking slot restriping, wheel stops, bollards, and Signage (EV only) in the offered price.□
- 19 Breaking of existing concrete/asphalt paving and reinstatement is not included □
- 20 The offered price not included any area lighting/socket outlets
- 21 Vendor assistance (EVCS) for the testing and commissioning works shall be arranged by ZEF
- 22 Assumed the Project locations are within one day driving distance (<150 miles round trip from a Weston office).
- 23 (2) two-days commissioning assistance for the installed equipment's included in the offered price□

ZEF

SCHEDULE C - INSURANCE REQUIREMENTS

Request For Proposal No. 230000001761 Charging Equipment for Battery-Electric Vehicles & Transit Buses

- 1. General Requirements.** Contractor, at its sole expense, must maintain the insurance coverage as specified herein for the duration of the Term. Minimum limits may be satisfied by any combination of primary liability, umbrella or excess liability, and self-insurance coverage. To the extent damages are covered by any required insurance, Contractor waives all rights against the State for such damages. Failure to maintain required insurance does not limit this waiver.
- 2. Qualification of Insurers.** Except for self-insured coverage, all policies must be written by an insurer with an A.M. Best rating of A- VII or higher unless otherwise approved by DTMB Enterprise Risk Management.
- 3. Primary and Non-Contributory Coverage.** All policies for which the State of Michigan is required to be named as an additional insured must be on a primary and non-contributory basis.
- 4. Claims-Made Coverage.** If any required policies provide claims-made coverage, Contractor must:
 - a. Maintain coverage and provide evidence of coverage for at least 3 years after the later of the expiration or termination of the Contract or the completion of all its duties under the Contract;
 - b. Purchase extended reporting coverage for a minimum of 3 years after completion of work if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract.
- 5. Proof of Insurance.**
 - a. Insurance certificates showing evidence of coverage as required herein must be submitted to DTMB-RiskManagement@michigan.gov within 10 days of the contract execution date.
 - b. Renewal insurance certificates must be provided on annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.
 - c. Insurance certificates must be in the form of a standard ACORD Insurance Certificate unless otherwise approved by DTMB Enterprise Risk Management.
 - d. All insurance certificates must clearly identify the Contract Number (e.g., notated under the Description of Operations on an ACORD form).

- e. The State may require additional proofs of insurance or solvency, including but not limited to policy declarations, policy endorsements, policy schedules, self-insured certification/authorization, and balance sheets.
 - f. In the event any required coverage is cancelled or not renewed, Contractor must provide written notice to DTMB Enterprise Risk Management no later than 5 business days following such cancellation or nonrenewal.
- 6. Subcontractors.** Contractor is responsible for ensuring its subcontractors carry and maintain insurance coverage.
- 7. Limits of Coverage & Specific Endorsements.**

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.
Automobile Liability Insurance	
Minimum Limits: \$1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.

Required Limits	Additional Requirements
Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	
Privacy and Security Liability (Cyber Liability) Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	Contractor must have their policy cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
Crime (Fidelity) Insurance	
Minimum Limits: \$1,000,000 Employee Theft Per Loss	Contractor must have their policy: (1) cover forgery and alteration, theft of money and securities, robbery and safe burglary, computer fraud, funds transfer fraud, money order and counterfeit currency, and (2) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as Loss Payees.
Professional Liability (Errors and Omissions) Insurance	
Minimum Limits: \$3,000,000 Each Occurrence \$3,000,000 Annual Aggregate	

- 8. Non-Waiver.** This Schedule C is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract, including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State.

Schedule D - Contractor Hosted Software and Services

Contract No. 240000000316

Charging Equipment for Battery-Electric Vehicles & Transit Buses

1. Definitions. In addition to the definitions found in the Contract Terms, for the purposes of this Contract, the following terms have the following meanings:

“Authorized Users” means all Persons authorized by the State to access and use the Software under this Contract, subject to the maximum number of users specified in the applicable Statement of Work.

“Harmful Code” means any: (a) virus, trojan horse, worm, backdoor or other software or hardware devices the effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems or software; or (b) time bomb, drop dead device, or other software or hardware device designed to disable a computer program automatically with the passage of time or under the positive control of any Person, or otherwise prevent, restrict or impede the State's or any Authorized User's use of such software.

“Hosted Services” means the hosting, management and operation of the Software and other services for remote electronic access and use by the State and its Authorized Users as described in one or more written, sequentially numbered, statements of work referencing this Contract, including all Specifications set forth in such statements of work, which, upon their execution will be attached as **Schedule A** to this Contract and by this reference are incorporated in and made a part of this Contract.

“Integration Testing” has the meaning set forth in **Section 4.2(c)**.

“Open-Source Components” means any software component that is subject to any open-source copyright license agreement, including any GNU General Public License or GNU Library or Lesser Public License, or other obligation, restriction or license agreement that substantially conforms to the Open Source Definition as prescribed by the Open Source Initiative or otherwise may require disclosure or licensing to any third party of any source code with which such software component is used or compiled.

“Open-Source License” has the meaning set forth in **Section 2.3**.

“Operating Environment” means, collectively, the platform, environment and conditions on, in or under which the Software is intended to be installed and operate, as set forth in the Statement of Work, including such structural, functional and other

Schedule D - Contractor Hosted Software and Services

features, conditions and components as hardware, operating software and system architecture and configuration.

“Service Error” means any failure of any Hosted Service to be Available or otherwise perform in accordance with this Schedule.

“Specifications” means the specifications for the Software set forth in the applicable Statement of Work and, to the extent consistent with and not limiting of the foregoing, the Documentation.

“State Materials” means all materials and information, including documents, data, know-how, ideas, methodologies, specifications, software, content and technology, in any form or media, directly or indirectly provided or made available to Contractor by or on behalf of the State in connection with this Contract.

“Support Services” means the Software maintenance and support services Contractor is required to or otherwise does provide to the State pursuant to this **Schedule D** and **Exhibit 1** to this **Schedule D**.

“Technical Specification” means, with respect to any Software, the document setting forth the technical specifications for such Software and included in the Statement of Work.

“User Data” means all data, information and other content of any type and in any format, medium or form, whether audio, visual, digital, screen, GUI or other, that is input, uploaded to, placed into or collected, stored, processed, generated or output by any device, system or network by or on behalf of the State, including any and all works, inventions, data, analyses and other information and materials resulting from any use of the Software by or on behalf of the State under this Contract, except that User Data does not include the Software or data, information or content, including any GUI, audio, visual or digital or other display or output, that is generated automatically upon executing the Software without additional user input.

“Warranty Period” means the ninety (90) calendar-day period commencing on the date of the State's Acceptance of the Software.

2. Hosted Software License Grant and Source Code Escrow

2.1 Contractor License Grant. Contractor hereby grants to the State, exercisable by and through its Authorized Users, a nonexclusive, royalty-free, irrevocable (except as provided herein) right and license during the Term and such additional periods, if any, as Contractor is required to perform Services under this Contract or any Statement of Work, to:

Schedule D - Contractor Hosted Software and Services

(a) access and use the Hosted Services, including in operation with other software, hardware, systems, networks and services, for the State's business purposes, including for Processing State Data;

(b) generate, print, copy, upload, download, store and otherwise Process all GUI, audio, visual, digital and other output, displays and other content as may result from any access to or use of the Hosted Services;

(c) prepare, reproduce, print, download and use a reasonable number of copies of the Specifications and Documentation for any use of the Hosted Services under this Contract; and

(d) access and use the Hosted Services for all such non-production uses and applications as may be necessary or useful for the effective use of the Hosted Services hereunder, including for purposes of analysis, development, configuration, integration, testing, training, maintenance, support and repair, which access and use will be without charge and not included for any purpose in any calculation of the State's or its Authorized Users' use of the Hosted Services, including for purposes of assessing any Fees or other consideration payable to Contractor or determining any excess use of the Hosted Services as described in **Section 2.2**.

2.2 License Restrictions. The State will not: (a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Hosted Services available to any third party, except as expressly permitted by this Contract or in any Statement of Work; or (b) use or authorize the use of the Hosted Services or Documentation in any manner or for any purpose that is unlawful under applicable Law.

2.3 Use. The State will pay Contractor the corresponding Fees set forth in the Statement of Work for all Authorized Users access and use of the Hosted Services or Software. Such Fees will be Contractor's sole and exclusive remedy for use of the Hosted Services or Software, including any excess use.

2.4 Open-Source Licenses. For Contractor Hosted Software only (and not for the provision of Software-as-a-Service), any use hereunder of Open-Source Components shall be governed by, and subject to, the terms and conditions of the applicable open-source license ("Open-Source License"). Contractor shall identify and describe in an exhibit to the Statement of Work each of the Approved Open-Source Components of the Software, and include an exhibit attaching all applicable Open-Source Software Licenses or identifying the URL where these licenses are publicly available.

2.5 Source Code Escrow. The parties may enter into a separate intellectual property escrow agreement. Such escrow agreement will govern all aspects of Source Code escrow and release. Contractor hereby grants the State a license to use, reproduce, and create derivative works from the deposit material, provided the State

Schedule D - Contractor Hosted Software and Services

may not distribute or sublicense the deposit material or make any use of it whatsoever except for such internal use as is necessary to maintain and support the Software. Copies of the deposit material created or transferred pursuant to this Contract are licensed, not sold, and the State receives no title to or ownership of any copy or of the deposit material itself. The deposit material constitutes Confidential Information of Contractor pursuant to **Section 38.a** of this Contract (provided no provision of **Section 38.e** calling for return of Confidential Information before termination of this Contract will apply to the deposit material).

3. Hosted Services Testing and Acceptance.

3.1 Hosted Service Preparation. Promptly upon the parties' execution of a Statement of Work, Contractor will take all steps necessary to make the Hosted Services procured thereunder ready and available for the State's use in accordance with the Statement of Work and this Contract, including any applicable milestone date or dates set forth in such Statement of Work.

3.2 Testing and Acceptance.

(a) When Contractor notifies the State in writing that the Hosted Services are ready for use in a production environment, the State will have thirty (30) days (or such other period as may be agreed upon by the Parties in writing) from receipt of the notice to test the Hosted Services to determine whether they comply in all material respects with the requirements of this Contract and the Specifications.

(b) Upon completion of the State's testing, the State will notify Contractor of its acceptance ("**Accept**" or "**Acceptance**") or, if it has identified any noncompliance with the Specifications, rejection ("**Reject**" or "**Rejection**") of the Hosted Services. If the State Rejects the Hosted Services, the State will provide a written list of items that must be corrected. On receipt of the State's notice, Contractor will promptly commence, at no additional cost or charge to the State, all reasonable efforts to complete, as quickly as possible and in any event within twenty (20) days (or such other period as may be agreed upon by the Parties in writing) from receipt of the State's notice, such necessary corrections, repairs and modifications to the Hosted Services to bring them into full compliance with the Specifications.

(c) If any corrective measures are required under **Section 3.2(b)**, upon completion of all such measures, Contractor will notify the State in writing and the process set forth in **Section 3.2(a)** and **Section 3.2(b)** will be repeated; provided that if the State determines that the Hosted Services, as revised, still do not comply in all material respects with the Specifications, the State may, in its sole discretion:

Schedule D - Contractor Hosted Software and Services

- (i) require the Contractor to repeat the correction, repair and modification process set forth in **Section 3.2(b)** at no additional cost or charge to the State; or
- (ii) terminate any and all of the relevant Statement of Work, this Contract and any other Statements of Work hereunder.

(d) The parties will repeat the foregoing procedure until the State Accepts the Hosted Services or elects to terminate the relevant Statement of Work as provided in **Section 3.2(c)(ii)** above. If the State so terminates the relevant Statement of Work, Contractor must refund to the State all sums previously paid to Contractor under such Statement of Work within ten (10) Business Days of the State's written notice of termination, and the State will be relieved of all obligations thereunder.

4. Support Services.

4.1 Maintenance and Support Services. Contractor will provide Hosted Service maintenance and support services (collectively, "**Support Services**") in accordance with the provisions set forth in this **Schedule D** and in the Service Level Agreement, attached as **Exhibit 1** to this **Schedule D** (the "**Support Services and Service Level Agreement**").

4.2 Maintenance Services. Contractor will provide Hosted Service maintenance and support services (collectively, "**Software Support Services**") in accordance with the provisions of this **Schedule D**, including **Exhibit 1** to this **Schedule D**. The Software Support Services are included in the Services, and Contractor may not assess any additional fees, costs or charges for such Software Support Services. Contractor will continuously maintain the Hosted Services to optimize Availability that meets or exceeds the Availability Requirement as defined in **Exhibit 1** to this **Schedule D**. Such maintenance services include providing to the State and its Authorized Users:

(a) all updates, bug fixes, enhancements, new releases, new versions and other improvements to the Hosted Services, including the Software, that Contractor provides at no additional charge to its other similarly situated customers; and

(b) all such services and repairs as are required to maintain the Hosted Services or are ancillary, necessary or otherwise related to the State's or its Authorized Users' access to or use of the Hosted Services, so that the Hosted Services operate properly in accordance with the Contract and this **Schedule D**.

4.3 Support Service Responsibilities. Contractor will:

(a) correct all Service Errors in accordance with the Support Service Level Requirements as defined in **Exhibit 1** to this **Schedule D**, including by providing defect repair, programming corrections and remedial programming;

Schedule D - Contractor Hosted Software and Services

(b) provide unlimited telephone support between the hours of 7 am and 7 pm, EST;

(c) provide unlimited online support 24 hours a day, seven days a week;

(d) provide online access to technical support bulletins and other user support information and forums, to the full extent Contractor makes such resources available to its other customers; and

(e) respond to and Resolve Support Requests as specified in **Exhibit 1** to this **Schedule D**.

5. Software and Service Warranties.

5.1 Contractor represents and warrants to the State that:

(a) Contractor has, and throughout the Term and any additional periods during which Contractor does or is required to perform the Services, including Hosted Services, will have, the unconditional and irrevocable right, power and authority, including all permits and licenses required, to provide the Services and grant and perform all rights and licenses granted or required to be granted by it under this Contract;

(b) neither Contractor's grant of the rights or licenses hereunder nor its performance of any Services or other obligations under this Contract does or at any time will: (i) conflict with or violate any applicable law, including any law relating to data privacy, data security or personal information; (ii) require the consent, approval or authorization of any governmental or regulatory authority or other third party; or (iii) require the provision of any payment or other consideration by the State or any Authorized User to any third party, and Contractor shall promptly notify the State in writing if it becomes aware of any change in any applicable law that would preclude Contractor's performance of its material obligations hereunder;

(c) as accessed and used by the State or any Authorized User in accordance with this Contract and the Specifications, the Hosted Services, Documentation and all other Services and materials provided by Contractor under this Contract will not infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of any third party;

(d) there is no settled, pending or, to Contractor's knowledge as of the Effective Date, threatened action, and it has not received any written, oral or other notice of any action (including in the form of any offer to obtain a license): (i) alleging that any access to or use of the Services, Hosted Services, or Software does or would infringe, misappropriate or otherwise violate any Intellectual Property Right of any third party; (ii) challenging Contractor's ownership of, or right to use or license, any software

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or other materials used or required to be used in connection with the performance or receipt of the Services, or alleging any adverse right, title or interest with respect thereto; or (iii) that, if decided unfavorably to Contractor, would reasonably be expected to have an actual or potential adverse effect on its ability to perform the Services, including Hosted Services, or its other obligations under this Contract, and it has no knowledge after reasonable investigation of any factual, legal or other reasonable basis for any such litigation, claim or proceeding;

(e) the Software, Services (including Hosted Services) will in all material respects conform to and perform in accordance with the Specifications and all requirements of this Contract, including the Availability and Availability Requirement provisions set forth in **Exhibit 1 to this Schedule D**;

(f) all Specifications are, and will be continually updated and maintained so that they continue to be, current, complete and accurate and so that they do and will continue to fully describe the Hosted Services in all material respects such that at no time during the Term or any additional periods during which Contractor does or is required to perform the Services will the Hosted Services have any material undocumented feature;

(g) the Contractor Systems and Services (including Hosted Services) are and will remain free of Harmful Code;

(h) Contractor will not advertise through the Hosted Services (whether with adware, banners, buttons or other forms of online advertising) or link to external web sites that are not approved in writing by the State;

(i) Contractor will perform all Services in a timely, professional and workmanlike manner with a level of care, skill, practice and judgment consistent with generally recognized industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet Contractor's obligations (including the Availability Requirement and Support Service Level Requirements) under this Contract;

(j) During the term of this Contract, any audit rights contained in any third-party software license agreement or end user license agreement for third-party software incorporated in or otherwise used in conjunction with the Services, will apply solely to Contractor's (or its subcontractors) facilities and systems that host the Services (including any disaster recovery site), and regardless of anything to the contrary contained in any third-party software license agreement or end user license agreement, third-party software providers will have no audit rights whatsoever against State systems or networks; and

Schedule D - Contractor Hosted Software and Services

(k) Contractor acknowledges that the State cannot indemnify any third parties, including but not limited to any third-party software providers that provide software that will be incorporated in or otherwise used in conjunction with the Services, and that notwithstanding anything to the contrary contained in any third-party software license agreement or end user license agreement, the State will not indemnify any third party software provider for any reason whatsoever.

5.2 DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS CONTRACT, CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY SUBJECT MATTER HEREOF.

Exhibit 1 to Schedule D - Support Services and Service Level Agreement for Hosted Services

1. Definitions. For purposes of this **Exhibit 1 to Schedule D**, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this **Section 1** shall have the respective meanings given to them in the Contract or its associated respective Schedules.

“Actual Uptime” means the total minutes in the Service Period that the Hosted Services are Available.

“Availability” has the meaning set forth in **Section 2(a)**.

“Availability Requirement” has the meaning set forth in **Section 2(a)**.

“Available” has the meaning set forth in **Section 2(a)**.

“Contractor Service Manager” has the meaning set forth in **Section 1.1**.

“Corrective Action Plan” has the meaning set forth in **Section 3.3**.

“Critical Service Error” has the meaning set forth in **Section 3**.

“Exceptions” has the meaning set forth in **Section 2.2**.

“Force Majeure Event” has the meaning set forth in **Section 4.1**.

“High Service Error” has the meaning set forth in **Section 3**.

“Hosted Services” has the meaning set forth in **Schedule D**.

“Low Service Error” has the meaning set forth in **Section 3**.

“Medium Service Error” has the meaning set forth in **Section 3**.

“Resolve” has the meaning set forth in **Section 3.1(a)**.

“Scheduled Downtime” has the meaning set forth in **Section 2.3**.

“Scheduled Uptime” means the total minutes in the Service Period.

“Service Availability Credits” has the meaning set forth in **Section 2.6(a)**.

“Service Level Credits” has the meaning set forth in **Section 3.2**.

“Service Level Failure” means a failure to perform the Software Support Services fully in compliance with the Support Service Level Requirements.

“Service Period” has the meaning set forth in **Section 2(a)**.

“Software” has the meaning set forth in the Contract.

“Software Support Services” has the meaning set forth in **Section** Error!
Reference source not found..

“State Service Manager” has the meaning set forth in **Section 1.2**.

“State Systems” means the information technology infrastructure, including the computers, software, databases, electronic systems (including database management systems) and networks, of the State or any of its designees.

“Support Request” has the meaning set forth in **Section 3**.

“Support Service Level Requirements” has the meaning set forth in **Section 3**.

“Term” has the meaning set forth in the Contract.

1. Personnel

1.1 Contractor Personnel for the Hosted Services. Contractor will appoint a Contractor employee to serve as a primary contact with respect to the Services who will have the authority to act on behalf of Contractor in matters pertaining to the receipt and processing of Support Requests and the Software Support Services (the **“Contractor Service Manager”**). **The Contractor Service Manager** will be considered Key Personnel under the Contract.

1.2 State Service Manager for the Hosted Services. The State will appoint and, in its reasonable discretion, replace, a State employee to serve as the primary contact with respect to the Services who will have the authority to act on behalf of the State in matters pertaining to the Software Support Services, including the submission and processing of Support Requests (the **“State Service Manager”**).

2. Service Availability and Service Availability Credits.

(a) Availability Requirement. Contractor will make the Hosted Services Available, as measured over the course of each calendar month during the Term and any additional periods during which Contractor does or is required to perform any Hosted Services (each such calendar month, a **“Service Period”**), at least 99.98% of the time, excluding only the time the Hosted Services are not Available solely as a result of one or more Exceptions (the **“Availability Requirement”**). **“Available”** means the Hosted Services are available and operable for access and use by the State and its Authorized Users over the Internet in material conformity with the Contract.

“Availability” has a correlative meaning. The Hosted Services are not considered Available in the event of a material performance degradation or inoperability of the Hosted Services, in whole or in part. The Availability Requirement will be calculated for

the Service Period as follows: $(\text{Actual Uptime} - \text{Total Minutes in Service Period Hosted Services are not Available Due to an Exception}) \div (\text{Scheduled Uptime} - \text{Total Minutes in Service Period Hosted Services are not Available Due to an Exception}) \times 100 = \text{Availability}$.

2.2 Exceptions. No period of Hosted Service degradation or inoperability will be included in calculating Availability to the extent that such downtime or degradation is due to any of the following ("**Exceptions**"):

- (a) failures of the State's or its Authorized Users' internet connectivity;
- (b) Scheduled Downtime as set forth in **Section 2.3**.

2.3 Scheduled Downtime. Contractor must notify the State at least twenty-four (24) hours in advance of all scheduled outages of the Hosted Services in whole or in part ("**Scheduled Downtime**"). All such scheduled outages will: (a) last no longer than five (5) hours; (b) be scheduled between the hours of 12:00 a.m. and 5:00 a.m., Eastern Time; and (c) occur no more frequently than once per week; provided that Contractor may request the State to approve extensions of Scheduled Downtime above five (5) hours, and such approval by the State may not be unreasonably withheld or delayed.

2.4 Software Response Time. Software response time, defined as the interval from the time the end user sends a transaction to the time a visual confirmation of transaction completion is received, must be less than two (2) seconds for 98% of all transactions. Unacceptable response times shall be considered to make the Software unavailable and will count against the Availability Requirement.

2.5 Service Availability Reports. Within thirty (30) days after the end of each Service Period, Contractor will provide to the State a report describing the Availability and other performance of the Hosted Services during that calendar month as compared to the Availability Requirement. The report must be in electronic or such other form as the State may approve in writing and shall include, at a minimum: (a) the actual performance of the Hosted Services relative to the Availability Requirement; and (b) if Hosted Service performance has failed in any respect to meet or exceed the Availability Requirement during the reporting period, a description in sufficient detail to inform the State of the cause of such failure and the corrective actions the Contractor has taken and will take to ensure that the Availability Requirement are fully met.

2.6 Remedies for Service Availability Failures.

(a) If the actual Availability of the Hosted Services is less than the Availability Requirement for any Service Period, such failure will constitute a Service Error for which Contractor will issue to the State the following credits on the fees payable for Hosted

Services provided during the Service Period (“**Service Availability Credits**”):

Availability	Credit of Fees
≥99.98%	None
<99.98% but ≥99.0%	15%
<99.0% but ≥95.0%	50%
<95.0%	100%

(b) Any Service Availability Credits due under this **Section 2.6** will be applied in accordance with payment terms of the Contract.

(c) If the actual Availability of the Hosted Services is less than the Availability Requirement in any two (2) of four (4) consecutive Service Periods, then, in addition to all other remedies available to the State, the State may terminate the Contract on written notice to Contractor with no liability, obligation or penalty to the State by reason of such termination.

2.7 Service Monitoring and Management. Contractor will continuously monitor and manage the Hosted Services to optimize Availability that meets or exceeds the Availability Requirement. Such monitoring and management includes:

(a) proactively monitoring on a twenty-four (24) hour by seven (7) day basis all Hosted Service functions, servers, firewall and other components of Hosted Service security;

(b) if such monitoring identifies, or Contractor otherwise becomes aware of, any circumstance that is reasonably likely to threaten the Availability of the Hosted Service, taking all necessary and reasonable remedial measures to promptly eliminate such threat and ensure full Availability; and

(c) if Contractor receives knowledge that the Hosted Service or any Hosted Service function or component is not Available (including by written notice from the State pursuant to the procedures set forth herein):

- (i) confirming (or disconfirming) the outage by a direct check of the associated facility or facilities;
- (ii) if Contractor’s facility check in accordance with clause (i) above confirms a Hosted Service outage in whole or in part: (A) notifying the

State in writing pursuant to the procedures set forth herein that an outage has occurred, providing such details as may be available, including a Contractor trouble ticket number, if appropriate, and time of outage; and (B) working all problems causing and caused by the outage until they are Resolved as Critical Service Errors in accordance with the Support Request Classification set forth in **Section 3**, or, if determined to be an internet provider problem, open a trouble ticket with the internet provider; and

- (iii) notifying the State that Contractor has fully corrected the outage and any related problems, along with any pertinent findings or action taken to close the trouble ticket.

3. Support Service Level Requirements. Contractor will correct all Service Errors and respond to and Resolve all Support Requests in accordance with the required times and other terms and conditions set forth in this **Section 3 (“Support Service Level Requirements”)**, and the Contract.

3.1 Support Requests. The State will classify its requests for Service Error corrections in accordance with the descriptions set forth in the chart below (each a “**Support Request**”). The State Service Manager will notify Contractor of Support Requests by email, telephone or such other means as the parties may hereafter agree to in writing.

Support Request Classification	Description: Any Service Error Comprising or Causing any of the Following Events or Effects
Critical Service Error	<ul style="list-style-type: none">• Issue affecting entire system or single critical production function;• System down or operating in materially degraded state;• Data integrity at risk;

	<ul style="list-style-type: none"> Declared a Critical Support Request by the State; or Widespread access interruptions.
High Service Error	<ul style="list-style-type: none"> Primary component failure that materially impairs its performance; or Data entry or access is materially impaired on a limited basis.
Medium Service Error	<ul style="list-style-type: none"> Hosted Service is operating with minor issues that can be addressed with an acceptable (as determined by the State) temporary work around.
Low Service Error	<ul style="list-style-type: none"> Request for assistance, information, or services that are routine in nature.

(a) Response and Resolution Time Service Levels. Response and Resolution times will be measured from the time Contractor receives a Support Request until the respective times Contractor has (i) responded to, in the case of response time and (ii) Resolved such Support Request, in the case of Resolution time. “**Resolve**” (including “**Resolved**”, “**Resolution**” and correlative capitalized terms) means that, as to any Service Error, Contractor has provided the State the corresponding Service Error correction and the State has confirmed such correction and its acceptance thereof. Contractor will respond to and Resolve all Service Errors within the following times based on the severity of the Service Error:

1.

Support Request Classification	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)	Service Level Credits (For Failure to Respond to any Support Request Within the Corresponding	Service Level Credits (For Failure to Resolve any Support Request Within the Corresponding
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			Response Time)	Required Resolution Time)
Critical Service Error	One (1) hour	Three (3) hours	Five percent (5%) of the Fees for the month in which the initial Service Level Failure begins and five percent (5%) of such monthly Fees for each additional hour or portion thereof that the corresponding Service Error is not responded to within the required response time.	Five percent (5%) of the Fees for the month in which the initial Service Level Failure begins and five percent (5%) of such monthly Fees for the first additional hour or portion thereof that the corresponding Service Error remains un-Resolved, which amount will thereafter double for each additional one-hour increment.
High Service Error	One (1) hour	Four (4) hours	Three percent (3%) of the Fees for the month in which the initial Service Level Failure begins and three percent (3%) of such monthly Fees for each additional hour or portion thereof that the corresponding Service Error is not responded to within the	Three percent (3%) of the Fees for the month in which the initial Service Level Failure begins and three percent (3%) of such monthly Fees for the first additional hour or portion thereof that the corresponding Service Error remains un-Resolved, which amount

			required response time.	will thereafter double for each additional one-hour increment.
Medium Service Error	Three (3) hours	Two (2) Business Days	N/A	N/A
Low Service Error	Three (3) hours	Five (5) Business Days	N/A	N/A

(b) Escalation. With respect to any Critical Service Error Support Request, until such Support Request is Resolved, Contractor will escalate that Support Request within sixty (60) minutes of the receipt of such Support Request by the appropriate Contractor support personnel, including, as applicable, the Contractor Service Manager and Contractor's management or engineering personnel, as appropriate.

3.2 Support Service Level Credits. Failure to achieve any of the Support Service Level Requirements for Critical and High Service Errors will constitute a Service Level Failure for which Contractor will issue to the State the corresponding service credits set forth in **Section 3.1(a)** ("**Service Level Credits**") in accordance with payment terms set forth in the Contract.

3.3 Corrective Action Plan. If two or more Critical Service Errors occur in any thirty (30) day period during (a) the Term or (b) any additional periods during which Contractor does or is required to perform any Hosted Services, Contractor will promptly investigate the root causes of these Service Errors and provide to the State within five (5) Business Days of its receipt of notice of the second such Support Request an analysis of such root causes and a proposed written corrective action plan for the State's review, comment and approval, which, subject to and upon the State's written approval, shall be a part of, and by this reference is incorporated in, the Contract as the parties' corrective action plan (the "**Corrective Action Plan**"). The Corrective Action Plan must include, at a minimum: (a) Contractor's commitment to the State to devote the appropriate time, skilled personnel, systems support and equipment and other resources necessary to Resolve and prevent any further occurrences of the Service Errors giving rise to such Support Requests; (b) a strategy for developing any programming, software updates, fixes, patches, etc. necessary to remedy, and prevent any further occurrences of, such Service Errors; and (c) time frames for implementing the Corrective Action Plan. There will be no additional charge for Contractor's preparation or implementation of the Corrective Action Plan in the time frames and manner set forth therein.

4. Force Majeure.

4.1 Force Majeure Events. Subject to **Section 4.3**, neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached the Contract, for any failure or delay in fulfilling or performing any term hereof, when and to the extent such failure or delay is caused by: acts of God, flood, fire or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of the Contract, national or regional emergency, or any passage of law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition (each of the foregoing, a “**Force Majeure Event**”), in each case provided that: (a) such event is outside the reasonable control of the affected party; (b) the affected party gives prompt written notice to the other party, stating the period of time the occurrence is expected to continue; (c) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

4.2 State Performance; Termination. In the event of a Force Majeure Event affecting Contractor’s performance under the Contract, the State may suspend its performance hereunder until such time as Contractor resumes performance. The State may terminate the Contract by written notice to Contractor if a Force Majeure Event affecting Contractor’s performance hereunder continues substantially uninterrupted for a period of five (5) Business Days or more. Unless the State terminates the Contract pursuant to the preceding sentence, any date specifically designated for Contractor’s performance under the Contract will automatically be extended for a period up to the duration of the Force Majeure Event.

4.3 Exclusions; Non-suspended Obligations. Notwithstanding the foregoing or any other provisions of the Contract or this Schedule:

- (a) in no event will any of the following be considered a Force Majeure Event:
 - (i) shutdowns, disruptions or malfunctions of Contractor Systems or any of Contractor’s telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to the Contractor Systems; or
 - (ii) the delay or failure of any Contractor Personnel to perform any obligation of Contractor hereunder unless such delay or failure to perform is itself by reason of a Force Majeure Event.

SCHEDULE E – DATA SECURITY REQUIREMENTS

Contract No. 240000000316

Charging Equipment for Battery-Electric Vehicles & Transit Buses

1. Definitions. For purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this **Schedule** shall have the respective meanings given to them in the Contract.

“Contractor Security Officer” has the meaning set forth in **Section** Error! Reference source not found. of this Schedule.

“FedRAMP” means the Federal Risk and Authorization Management Program, which is a federally approved risk management program that provides a standardized approach for assessing and monitoring the security of cloud products and services.

“FISMA” means the Federal Information Security Modernization Act of 2014 (Pub.L. No. 113-283 (Dec. 18, 2014.)).

“Hosted Provider” means any Permitted Subcontractor that is providing any or all of the Hosted Services under this Contract.

“NIST” means the National Institute of Standards and Technology.

“PCI” means the Payment Card Industry.

“PSP” or **“PSPs”** means the State’s IT Policies, Standards and Procedures

“SSAE” means Statement on Standards for Attestation Engagements.

“Security Accreditation Process” has the meaning set forth in **Section 6** of this Schedule.

2. Security Officer. Contractor will appoint a Contractor employee to respond to the State’s inquiries regarding the security of the Hosted Services who has sufficient knowledge of the security of the Hosted Services and the authority to act on behalf of Contractor in matters pertaining thereto (**“Contractor Security Officer”**).

3. Contractor Responsibilities. Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to:

- (a) ensure the security and confidentiality of the State Data;

SCHEDULE E – DATA SECURITY REQUIREMENTS

- (b) protect against any anticipated threats or hazards to the security or integrity of the State Data;
- (c) protect against unauthorized disclosure, access to, or use of the State Data;
- (d) ensure the proper disposal of any State Data in Contractor's or its subcontractor's possession; and
- (e) ensure that all Contractor Representatives comply with the foregoing.

The State has established Information Technology (IT) PSPs to protect IT resources under the authority outlined in the overarching State 1305.00 Enterprise IT Policy. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable public and non-public State IT policies and standards, of which the publicly available ones are at https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755---,00.html.

4. Acceptable Use Policy. To the extent that Contractor has access to the State's IT environment, Contractor must comply with the State's Acceptable Use Policy, see https://www.michigan.gov/documents/dtmb/1340.00.01_Acceptable_Use_of_Information_Technology_Standard_458958_7.pdf. All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing State systems. The State reserves the right to terminate Contractor's and/or subcontractor(s) or any Contractor Personnel's access to State systems if the State determines a violation has occurred.

5. Protection of the State's Information. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will:

5.1. If Hosted Services are provided by a Hosting Provider, ensure each Hosting Provider maintains FedRAMP authorization for all Hosted Services environments throughout the Term, and in the event a Hosting Provider is unable to maintain FedRAMP authorization, the State, at its sole discretion, may either a) require the Contractor to move the Software and State Data to an alternative Hosting Provider selected and approved by the State at Contractor's sole cost and expense without any increase in Fees, or b) immediately terminate this Contract for cause pursuant to **Section 15.1** of the Contract;

5.2. for Hosted Services provided by the Contractor, maintain either a FedRAMP authorization or an annual SSAE 18 SOC 2 Type II audit based on State required

SCHEDULE E – DATA SECURITY REQUIREMENTS

NIST Special Publication 800-53 MOD Controls using identified controls and minimum values as established in applicable State PSPs;

5.3. ensure that the Software and State Data is securely hosted, supported, administered, accessed, and backed up in a data center(s) that resides in the continental United States, and minimally meets Uptime Institute Tier 3 standards (www.uptimeinstitute.com), or its equivalent;

5.4. maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State Data that complies with the requirements of the State's data security policies as set forth in this Contract, and must, at a minimum, remain compliant with FISMA and NIST Special Publication 800-53 MOD Controls using identified controls and minimum values as established in applicable State PSPs;

5.5. provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, encryption, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the processing of State Data and the nature of such State Data, consistent with best industry practice and applicable standards (including, but not limited to, compliance with FISMA, NIST, CMS, IRS, FBI, SSA, HIPAA, FERPA and PCI requirements as applicable);

5.6. take all reasonable measures to:

- (a) secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Services against "hackers" and others who may seek, without authorization, to disrupt, damage, modify, access or otherwise use Contractor Systems or the information found therein; and
- (b) prevent (i) the State and its Authorized Users from having access to the data of other customers or such other customer's users of the Services; (ii) State Data from being commingled with or contaminated by the data of other customers or their users of the Services; and (iii) unauthorized access to any of the State Data;

5.7. ensure that State Data is encrypted in transit and at rest using FIPS validated AES encryption modules and a key size of 128 bits or higher;

Commented [NJ(1)]: Talking with MCS 1/26 the Federal standard changed, therefore the State standard changed.

SCHEDULE E – DATA SECURITY REQUIREMENTS

5.8. ensure the Hosted Services support Identity Federation/Single Sign-on (SSO) capabilities using Security Assertion Markup Language (SAML), Open Authentication (OAuth) or comparable State approved mechanisms;

5.9. ensure the Hosted Services implements NIST compliant multi-factor authentication for privileged/administrative and other identified access.

6. Security Accreditation Process. Throughout the Term, Contractor will assist the State, at no additional cost, with its **Security Accreditation Process**, which includes the development, completion and on-going maintenance of a system security plan (SSP) using the State's automated governance, risk and compliance (GRC) platform, which requires Contractor to submit evidence, upon request from the State, in order to validate Contractor's security controls within two weeks of the State's request. On an annual basis, or as otherwise required by the State such as for significant changes, re-assessment of the system's controls will be required to receive and maintain authority to operate (ATO). All identified risks from the SSP will be remediated through a Plan of Action and Milestones (POAM) process with remediation time frames based on the risk level of the identified risk. For all findings associated with the Contractor's solution, at no additional cost, Contractor will be required to create or assist with the creation of State approved POAMs and perform related remediation activities. The State will make any decisions on acceptable risk, Contractor may request risk acceptance, supported by compensating controls, however only the State may formally accept risk. Failure to comply with this section will be deemed a material breach of the Contract.

7. Unauthorized Access. Contractor may not access, and shall not permit any access to, State systems, in whole or in part, whether through the Hosted Services or otherwise, without the State's express prior written authorization. Such authorization may be revoked by the State in writing at any time in its sole discretion. Any access to State systems must be solely in accordance with the Contract and this Schedule, and in no case exceed the scope of the State's authorization pursuant to this Section. All State-authorized connectivity or attempted connectivity to State systems shall be only through the State's security gateways and firewalls and in compliance with the State's security policies set forth in the Contract as the same may be supplemented or amended by the State and provided to Contractor from time to time.

8. Security Audits.

8.1. During the Term, Contractor will maintain complete and accurate records of its data protection practices, IT security controls, and the security logs relating to State Data, including but not limited to any backup, disaster recovery or other policies,

SCHEDULE E – DATA SECURITY REQUIREMENTS

practices or procedures relating to the State Data and any other information relevant to its compliance with this Contract.

8.2. Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Services and from time to time during the term of this Contract. The State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. If the State chooses to perform an on-site audit, Contractor will, make all such records, appropriate personnel and relevant materials available during normal business hours for inspection and audit by the State or an independent data security expert that is reasonably acceptable to Contractor, provided that the State: (i) gives Contractor at least five (5) Business Days prior notice of any such audit; (ii) undertakes such audit no more than once per calendar year, except for good cause shown; and (iii) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations and that complies with the terms and conditions of all data confidentiality, ownership, privacy, security and restricted use provisions of the Contract. The State may, but is not obligated to, perform such security audits, which shall, at the State's option and request, include penetration and security tests, of any and all Hosted Services and their housing facilities and operating environments.

8.3. During the Term, Contractor will, when requested by the State, provide a copy of Contractor's or Hosting Provider's FedRAMP System Security Plan(s) or SOC 2 Type 2 report(s) to the State within two weeks of the State's request. The System Security Plan and SSAE audit reports will be recognized as Contractor's Confidential Information.

8.4. With respect to State Data, Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.

8.5. The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this **Section** Error! Reference source not found..

9. Application Scanning. During the Term, Contractor must, at its sole cost and expense, scan all Contractor provided applications, and must analyze, remediate and

SCHEDULE E – DATA SECURITY REQUIREMENTS

validate all vulnerabilities identified by the scans as required by the State Secure Web Application and other applicable PSPs.

Contractor's application scanning and remediation must include each of the following types of scans and activities:

9.1. Dynamic Application Security Testing (DAST) – Scanning interactive application for vulnerabilities, analysis, remediation, and validation (may include Interactive Application Security Testing (IAST)).

- (a) Contractor must either a) grant the State the right to dynamically scan a deployed version of the Software; or b) in lieu of the State performing the scan, Contractor must dynamically scan a deployed version of the Software using a State approved application scanning tool, and provide the State a vulnerabilities assessment after Contractor has completed such scan. These scans and assessments i) must be completed and provided to the State quarterly (dates to be provided by the State) and for each major release; and ii) scans must be completed in a non-production environment with verifiable matching source code and supporting infrastructure configurations or the actual production environment.

9.2. Static Application Security Testing (SAST) - Scanning Source Code for vulnerabilities, analysis, remediation, and validation.

- (a) For Contractor provided applications, Contractor, at its sole expense, must provide resources to complete static application source code scanning, including the analysis, remediation and validation of vulnerabilities identified by application Source Code scans. These scans must be completed for all Source Code initially, for all updated Source Code, and for all Source Code for each major release and Contractor must provide the State a vulnerability assessment after Contractor has completed the required scans.

9.3. Software Composition Analysis (SCA) – Third Party and/or Open Source Scanning for vulnerabilities, analysis, remediation, and validation.

- (a) For Software that includes third party and open source software, all included third party and open source software must be documented and the source supplier must be monitored by the Contractor for notification of identified vulnerabilities and remediation. SCA scans may be included as part of SAST and DAST scanning or employ the use of an SCA tool to meet

SCHEDULE E – DATA SECURITY REQUIREMENTS

the scanning requirements. These scans must be completed for all third party and open source software initially, for all updated third party and open source software, and for all third party and open source software in each major release and Contractor must provide the State a vulnerability assessment after Contractor has completed the required scans if not provided as part of SAST and/or DAST reporting.

9.4. In addition, application scanning and remediation may include the following types of scans and activities if required by regulatory or industry requirements, data classification or otherwise identified by the State.

- (a) If provided as part of the solution, all native mobile application software must meet these scanning requirements including any interaction with an application programming interface (API).
- (b) Penetration Testing – Simulated attack on the application and infrastructure to identify security weaknesses.

10. Infrastructure Scanning.

10.1. For Hosted Services, Contractor must ensure the infrastructure and applications are scanned using an approved scanning tool (Qualys, Tenable, or other PCI Approved Vulnerability Scanning Tool) at least monthly and provide the scan's assessments to the State in a format that is specified by the State and used to track the remediation. Contractor will ensure the remediation of issues identified in the scan according to the remediation time requirements documented in the State's PSPs.

11. Nonexclusive Remedy for Security Breach.

11.1. Any failure of the Services to meet the requirements of this Schedule with respect to the security of any State Data or other Confidential Information of the State, including any related backup, disaster recovery or other policies, practices or procedures, is a material breach of the Contract for which the State, at its option, may terminate the Contract immediately upon written notice to Contractor without any notice or cure period, and Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination.

SCHEDULE E – DATA SECURITY REQUIREMENTS

SCHEDULE E, Attachment 1 – Tax Regulation, PCI Compliance, CEPAS, CMS and CJIS, etc....



Business Continuity and Disaster Recovery (BC/DR)

Policy Owner: CEO

Effective Date: 1st July, 2023

Purpose

The purpose of this business continuity plan is to prepare ZEF Energy Inc. in the event of service outages caused by factors beyond our control (e.g., natural disasters, man-made events), and to restore services to the widest extent possible in a minimum time frame.

Scope

All ZEF Energy Inc. IT systems that are business critical. This policy applies to all employees of ZEF Energy Inc. and to all relevant external parties, including but not limited to ZEF Energy Inc. consultants and contractors.

The following scenarios are excluded from the BC/DR plan scope:

- Loss of availability for a production hosting service provider (i.e. AWS)
- Loss of availability of ZEF Energy Inc. satellite offices (these will be considered incidents)

In the event of a loss of availability of a hosting service provider, Support with the involvement of the CEO or management team will confer with the CS and Engineering Teams to determine an appropriate response strategy.

Policy

In the event of a major disruption to production services and a disaster affecting the availability and/or security of the ZEF Energy Inc. office, senior managers and executive staff shall determine mitigation actions.

A disaster recovery test, including a test of backup restoration processes, shall be performed on an annual basis.

Continuity of information security shall be considered along with operational continuity. In

the case of an information security event or incident, refer to the Incident Response Plan.

Alternate Work Facilities

If the ZEF Energy Inc. office becomes unavailable due to a disaster, all staff shall work remotely from their homes or any safe location.

Communications and Escalation

Executive staff and senior managers should be notified of any disaster affecting ZEF Energy Inc. facilities or operations.

Communications shall take place over any available regular channels including but not limited to Slack, email, phone and text messaging.

Key contacts shall be maintained on the on-call schedule and key contacts: [All Company space on Confluence](#)

Roles and Responsibilities

Role	Responsibility
CEO	The CEO shall lead BC/DR efforts to mitigate losses and recover the

	corporate network and information systems.
Departmental Heads	Each department head shall be responsible for communications with their departmental staff and any actions needed to maintain continuity of their business functions. Departmental heads shall communicate regularly with executive staff and the CEO.
Managers	Managers shall be responsible for communicating with their direct reports and providing any needed assistance for staff to continue working from alternative locations.
External Support	The representative for Support, in conjunction with the CEO and CS Team shall be responsible for any external and client communications regarding any disaster or business continuity actions that are relevant to customers and third parties.
Engineering	The Engineering Team, in conjunction with the Support representative, shall be responsible for leading efforts to maintain continuity of ZEF Energy Inc. services to customers during a disaster.
CEO	The CEO shall be responsible for internal communications to employees as well as any action needed to maintain physical health and safety of the workforce. The CEO shall work with all employees to ensure continuity of physical security at the ZEF Energy Inc. office.

Continuity of Critical Services

Procedures for maintaining continuity of critical services in a disaster can be found in Appendix A.

Recovery Time Objectives (RTO) and Recovery Point Objects (RPO) can be found in Appendix B.

Strategy for maintaining continuity of services can be seen in the following table:

KEY BUSINESS PROCESS	CONTINUITY STRATEGY
Customer (Production) Service Delivery	Rely on AWS availability commitments and SLAs
IT Operations	Not dependent on HQ. All systems are vendor-hosted SaaS applications.
Email	Utilize Gmail and its distributed nature, rely on Google's standard service level agreements.
Finance, Legal and HR	All systems are vendor-hosted SaaS applications.

Sales and Marketing	All systems are vendor-hosted SaaS applications.
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Plan Activation

This BC/DR shall be automatically activated in the event of the loss or unavailability of the ZEF Energy Inc. office, or a natural disaster (i.e., severe weather, regional power outage, earthquake) affecting the larger Minneapolis, MN region.

Ver		Description	Author	Approved by
1.0		3 First Version		e Matthew
1.1		02-Oct-2023 App Sam White Ma		

Appendix A - Business Continuity Procedures by Scenario

Business Continuity Scenarios

HQ Offline (power and/or network)

CRM, Telephony, Video Conferencing/Screen Share & Corp Email unaffected
SUPPORT unaffected
HQ Staff offline (30-60 minutes)
Remote Staff unaffected (US)

Procedure:

1. HQ Staff relocate to home offices (30-60 minutes)
2. Verify Telephony, CRM, & Email Connectivity at home offices (10 minutes)
3. Remotely resume normal operations

Disaster Event at HQ

CRM, Telephony, Video Conferencing/Screen Share & Corp Email unaffected
SUPPORT unaffected
HQ Staff offline (variable impact)
Remote Staff unaffected (US)

Procedure:

1. Activate Remote Staff (US)
2. Notify Customer Base of impaired functions & potential delays
3. Commandeer Field Resources for Critical Response (SE Teams)

SaaS Tools Down

CRM, Telephony, Video Conferencing/Screen Share, or Corp Email Affected
SUPPORT partially affected (no new cases, manual triage required) HQ Staff unaffected

Remote Staff unaffected (US)

Procedures:

Telephony Down

1. Notify Customer Base to use Support Portal or Email
2. Support Staff use Mobile Phones and/or Land Lines as needed

Email Down (Gmail/Corp Email)

1. Support Staff manually manage 'case' related communications
2. Support Staff use alternate email accounts as needed (Hotmail)

CRM Down

1. Notify Customer Base that CRM is down
2. Activate 'Spreadsheet' Case Tracking (Google Sheets)
3. Leverage 'Production' Database for Entitlements, Case History, Configuration data.

Video Conferencing/ScreenShare Down (Zoom)

1. Support Staff utilize alternate service as needed

Appendix B - RTOs/RPOs

	Asset	Affect ed Assets	Busin esslm pact	Users	Owners	Recov eryTi me Object ive(RT O)	Recov eryPoi nt Object ive (RPO)	Comme nts/ Gaps
1	AWS Datacenter s	Site	Core service s	All	Engineering			
2	Google Datacenter s	Site	Busine ss servic es	All Internal	Engineering			
3	Corporate Office	Site	Inabilit y to access data? Any otheri mpact s?	All Internal	IT Ops	24 h		
4	Corporate Network	Networ k	Inabili ty to use networ k resour cesfro m corpor ateoffi ce	All	IT Ops	24 h		
5	Home Office ISP	Networ k		IT Ops, Developme	N/A	24 h		

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	Networks			nt				
6	SubcontractorNetworks	Networkk		Developm		24 h		
7	Third Party Networks	Networkk		Sales	N/A	24 h		
4	Company Laptops	Hardwa re		All	IT Ops	24 h		
8	Personal Mobile Device	Hardwa re				24 h		
9	Wireless Access Points(WAP)	Hardwa re		All	IT Ops	24 h		

SCHEDULE F – FEDERAL PROVISIONS ADDENDUM

Contract No. 240000000316

Charging Equipment for Battery-Electric Vehicles & Transit Buses

This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required, and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

Equal Employment Opportunity

1. If this Contract is a “**federally assisted construction contract**” as defined in [41 CFR Part 60-1.3](#), and except as otherwise may be provided under [41 CFR Part 60](#), then during performance of this Contract, the Contractor agrees as follows:
 - 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - 3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted

SCHEDULE F – FEDERAL PROVISIONS ADDENDUM

by the employer, or is consistent with the Contractor's legal duty to furnish information.

- 4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in

SCHEDULE F – FEDERAL PROVISIONS ADDENDUM

federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2.

Davis-Bacon Act (Prevailing Wage)

If this Contract is a **prime construction contract** in excess of \$2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), and during performance of this Contract the Contractor agrees as follows:

- 1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- 2) Contractors are 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.

SCHEDULE F – FEDERAL PROVISIONS ADDENDUM

3) Additionally, contractors are required to pay wages not less than once a week.

Copeland “Anti-Kickback” Act

3. If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland “Anti-Kickback” Act ([40 USC 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”), which prohibits the Contractor and subrecipients 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, and during performance of this Contract the Contractor agrees as follows:

- 1) **Contractor.** The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 2) **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 3) **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

4.

Contract Work Hours and Safety Standards Act

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable, and during performance of this Contract the Contractor agrees as follows:

- 1) **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States

SCHEDULE F – FEDERAL PROVISIONS ADDENDUM

(in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3) Withholding for unpaid wages and liquidated damages. The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5.

Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal “funding agreement” as defined under [37 CFR §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 [37 CFR Part 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.

6.

Clean Air Act and the Federal Water Pollution Control Act

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act ([42 USC 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 USC 1251-1387](#)), and during performance of this Contract the Contractor agrees as follows:

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or

SCHEDULE F – FEDERAL PROVISIONS ADDENDUM

regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

7.

Debarment and Suspension

A “contract award” (see [2 CFR 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 CFR 180](#) that implement [Executive Orders 12549](#) ([51 FR 6370; February 21, 1986](#)) and [12689](#) ([54 FR 34131; August 18, 1989](#)), “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](#).

- 1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

SCHEDULE F – FEDERAL PROVISIONS ADDENDUM

- 3) This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment
- 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment

8. Contractors who apply or bid for an award of **\$100,000 or more** shall file the required certification in Exhibit 1 – Byrd Anti-Lobbying Certification below. Each tier certifies to the tier above that it will not and has not 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. Each tier shall also 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 recipient who in turn will forward the certification(s) to the awarding agency.

9.

Procurement of Recovered Materials

Under [2 CFR 200.322](#), Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- 1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- 2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

SCHEDULE F – FEDERAL PROVISIONS ADDENDUM

Additional FEMA Contract Provisions.

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

10. **1) Access to Records.** The following access to records requirements apply to this contract:
- a. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions
 - b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed
 - c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract
 - d. In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- 2) Changes.**
See the provisions regarding modifications or change notice in the Contract Terms.
- 3) DHS Seal Logo and Flags.**
The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- 4) Compliance with Federal Law, Regulations, and Executive Orders.**
This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 5) No Obligation by Federal Government.**
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract.”
- 6) Program Fraud and False or Fraudulent Statements or Related Acts**
The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

SCHEDULE G, EXHIBIT 1

BYRD ANTI-LOBBYING CERTIFICATION

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SCHEDULE G, EXHIBIT 1

BYRD ANTI-LOBBYING CERTIFICATION

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

MATERIALS AND SUPPLIES MORE THAN \$150,000

LOBBYING

Applicability – construction/architectural and engineering/acquisition of rolling stock/professional service contract/operational service contract/turnkey contracts over \$150,000. Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104- 65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$150,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not 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. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR / COMPANY NAME

NAME, TITLE AND SIGNATURE OF CONTRACTOR'S AUTHORIZED OFFICIAL:

TYPE OR PRINT NAME		TITLE
SIGNATURE <i>Megan D. Hoyer</i>		DATE

BUY AMERICA CERTIFICATION (STEEL AND MANUFACTURED PRODUCTS)

Applicability – construction contracts and acquisition of goods or rolling stock (valued at more than \$150,000) Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating or planning funds. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certificate of Compliance with Buy America Requirements.

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j) (1), and the applicable regulations in 49 CFR part 661.

CONTRACTOR / COMPANY NAME

NAME, TITLE AND SIGNATURE OF CONTRACTOR'S AUTHORIZED OFFICIAL:

TYPE OR PRINT NAME		TITLE
SIGNATURE <i>Megan D. Hoyer</i>		DATE

Only sign either Certificate of **Compliance** or Certificate of **Non-Compliance**.

Certificate of **Non-Compliance** with Buy America Steel or Manufactured Products Requirements The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

CONTRACTOR / COMPANY NAME

NAME, TITLE AND SIGNATURE OF CONTRACTOR'S AUTHORIZED OFFICIAL:

TYPE OR PRINT NAME	TITLE	
SIGNATURE		DATE

GOVERNMENT WIDE DEBARMENT AND SUSPENSION (NON PROCUREMENT)

Applicability – all contracts more than \$25,000.

The Recipient agrees to the following:

- (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov.proxy1.semalt.design> if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov.proxy1.semalt.design> if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200.
- (2) If the Recipient suspends, debar, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel.

CONTRACTOR / COMPANY NAME

NAME, TITLE AND SIGNATURE OF CONTRACTOR'S AUTHORIZED OFFICIAL:

TYPE OR PRINT NAME	TITLE	
SIGNATURE <i>Megan D. Hoye</i>		DATE

BREACHES AND DISPUTE RESOLUTION

Applicability – all contracts more than \$150,000.

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729. Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State. Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

CLEAN AIR

Applicability – all contracts more than \$150,000.

1. Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.
2. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

CLEAN WATER

Applicability – all contracts and Subcontracts more than \$150,000. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

FLY AMERICA REQUIREMENTS

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and

shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

CARGO PREFERENCE

Applicability – all contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

Contractor shall:

- a. Use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels;
- b. Furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.);
- c. Include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

ENERGY CONSERVATION

Applicability – all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

ACCESS TO RECORDS AND REPORTS

Applicability – as shown below. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a) (1), which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$150,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a) (1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i) (11). FTA does not require the inclusion of these requirements in subcontracts.

FEDERAL CHANGES

Applicability – all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

RECYCLED PRODUCTS

Applicability – all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability – all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

1. The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US. Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Applicability – all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

1. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes,

it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

2. If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n) (1) on contractor, to the extent the US Government deems appropriate.
3. Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

TERMINATION

Applicability – all contracts more than \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$150,000.

- a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.
- b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.
- c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.
- d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to

comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

- g. Termination for Default (Transportation Services) if contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
- h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:
 - I. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
 - II. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.
- i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall:
 - I. Immediately discontinue all services affected (unless the notice directs otherwise), and
 - II. Deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill

contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

- j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

CONTRACTS INVOLVING FEDERAL PRIVACY ACT REQUIREMENTS

Applicability – when a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

CIVIL RIGHTS REQUIREMENTS

Applicability – all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

The following requirements apply to the underlying contract: The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

- a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines

otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

- b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,
- c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer". Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,
- d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: (1) Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 implement a DBE program approved by FTA, and 3 establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that

it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation,

- e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,
- f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,
- g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with

Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

- h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,
- i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005,
- j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.
- k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

DISADVANTAGED BUSINESS ENTERPRISE

Applicability – contracts over \$10,000 awarded on the basis of a bid or proposal offering to use DBEs:

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, and Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient’s overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor’s work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor’s work by the recipient and contractor’s receipt of the partial retainage payment related to the subcontractor’s work.
- f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor

may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

PROMPT PAYMENT

Applicability – all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Applicability – all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.