



STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: ELECTRIC VEHICLE CHARGERS AND EQUIPMENT

CONTRACT No.: RS900320

EFFECTIVE DATES: 12/19/19 to 09/30/22

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS900320 that opened on 09/18/19. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the [Instructions to Bidders](#) and [Standard Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

CONTRACT RENEWAL. This Contract may be renewed after the ending date of the Contract solely at the discretion of the Contracting Agency for a period of one month. Any further renewals will be by mutual agreement between the Contractor and the Contracting Agency for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed sixty (60) months unless the Contracting Agency determines that additional renewal is necessary.

This Requirements Contract is available to all State Agency(ies), State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

Signed: _____
Matthew M. Damschroder, Director Date

TABLE OF CONTENTS

<u>CLAUSES</u>	<u>PAGE NO.</u>
Special Terms and Conditions	3-6
Amendments to Contract Terms and Conditions	3
Multiple Award Contract	3
Delivery and Acceptance	3
Customer Service and Delivery Notification	3
Ordering Instructions	3
Evaluation	3
Contract Award	3
Bidder References and Due Diligence	3
Descriptive Literature	3
References to Alternate Terms or Special Charges	3
Authorized Distributor	4
Fixed-Price with Economic Adjustment	4
Cooperative Purchasing Contract	4
Contractor Revenue Share	4-5
Contractor Quarterly Sales Report	5
Usage Reports	5
eProcurement Catalog	5
Background	6
Specifications	6-7
Contractor Summary	7
Contractor Information	8-11
Chargepoint, Inc.	8
Donovan Energy	9
EVunited	10
Sway Mobility, Inc.	11

SPECIAL TERMS AND CONDITIONS

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. If an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

MULTIPLE AWARD CONTRACT: This bid is issued to establish a Multiple Award Contract (MAC). A MAC is a contract made with more than one supplier of the same or similar types of supplies or services at varying prices for delivery within the same geographic area. The state's obligations under a MAC are subject to the Ohio Controlling Board's continuing authorization to use the MAC program authorizing the use of Multiple Award Contracts. By the signature affixed to Page 1 of this Bid, the Bidder certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio Ethics Law, Ohio Revised Code Section 102.04. The Bidder affirms that, as applicable to the Bidder, no party listed in Ohio Revised Code Section 3517.13 (I) or (J) or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling more than \$1,000.00 to the Governor or to his campaign committees.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within thirty (30) days after receipt of order. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

CUSTOMER SERVICE AND DELIVERY NOTIFICATION: The awarded Contractor(s) under this Contract shall provide accurate and proactive delivery and customer service information to the ordering agencies. Upon receipt of any order pursuant to this Contract, the Contractor and/or dealer shall provide a shipment and delivery date promise to the ordering agency. Such notification shall be in writing via email, FAX or other written method. If the anticipated delivery date exceeds thirty (30) days as required by the DELIVERY AND ACCEPTANCE clause of the Contract, the Contractor will work with the ordering agency to establish a mutually agreed delivery date. If, after the above notification is made, the shipment or delivery date must be changed, the Contractor shall notify the ordering agency of the change and obtain the ordering agency's agreement. This requirement applies equally where the Contractor makes the direct delivery or uses the services of a third party, subcontractor, fulfillment house or authorized dealer/distributor to provide delivery of the order. Failure to make or update the notification provided above within the prescribed time periods may be considered a default of the Contract.

ORDERING INSTRUCTIONS: Ordering entities should consider multiple sources. As part of this consideration, the ordering entity must solicit quotes from multiple suppliers. The selection of award will be determined by the ordering entity. State Agencies must follow established procurement policies and practices regarding the MAC contracts.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the State will evaluate the total cost of Table A on the Bid Pricing page of the Invitation to Bid.

CONTRACT AWARD: DAS understands that there are many manufacturers and integrators of the supplies sought in this bid. The State intends to award one (1) bidder per manufacturer/brand. However, in the instance that multiple bids are submitted for the same manufacturer, but different equipment is offered or a different geographic region is covered, DAS may award to multiple bidders of the same manufacturer/brand. DAS reserves the right to reject any items which appear to be excessive compared to comparable items by other bidders. DAS additionally may reject items not within the scope of this ITB.

BIDDER REFERENCES AND DUE DILIGENCE: During the evaluation and/or term of the Contract, Bidders and/or authorized dealers may be required by DAS to submit business references, company financial, and other business information. If requested, affected parties must provide such information within five (5) business days after request. If any information requested by DAS is deemed proprietary or confidential by the requestee, DAS will evaluate a request for confidentiality and if justified, take steps to maintain such confidentiality in accordance with Ohio's public records statute. A bidder or authorized distributor who fails to provide information requested, may be found not responsive or not responsible in accordance with Section I-21 of the INSTRUCTIONS TO BIDDERS.

DESCRIPTIVE LITERATURE: The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within seven (7) calendar days after request/notification by the Office of Procurement Services to do so. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the bidder not responsive.

REFERENCES TO ALTERNATE TERMS OR SPECIAL CHARGES: Any reference, which may appear on any catalog, price list, electronic price list or literature, to any terms and conditions, such as F.O.B. Shipping Point or Prices Subject to Change, will not be part of any contract with the successful bidder(s) and will be disregarded by the State of Ohio. Likewise, there shall be no assessment, surcharge, small order charge, broken case charge, minimum order charge, single item charge nor any other unspecified additional charge allowed by the State that is not specifically mentioned in this bid or in any contract awarded pursuant to this bid. The contractor must provide merchandise in unit quantity(s) as indicated in the bid/bid response/contract.

SPECIAL TERMS AND CONDITIONS (CONTINUED)

AUTHORIZED DISTRIBUTOR: If the bidder is not the manufacturer of the goods offered, bidders must include a letter from the manufacturer, on manufacturer's letterhead, that the Bidder is authorized to represent the manufacturer in this Bid effort. The letter must guarantee that all requirements of this Bid will be supported by the manufacturer to include, at least as a minimum: delivery of product within the specified time frame and compliance with all Bid specifications. Failure to submit the letter with the ITB may deem your Bid not responsive.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract prices(s) will remain firm for the first twenty-four (24) months duration of the contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective sixty (60) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to the "Suspension/Termination" and the "Contract Remedies" sections of the "Standard Contract Terms and Conditions".

COOPERATIVE PURCHASING CONTRACT: This Contract may be relied upon by State of Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the State of Ohio harmless with regard to political subdivisions and institution of higher education's orders and political subdivision's and institution of higher education's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

CONTRACTOR REVENUE SHARE: The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

The contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the Ohio Contract Management Remittance Report

The Contractor should make the check payable to: Treasurer, State of Ohio.

Use the following address for same day or overnight deliveries:

Huntington National Bank
ATTN: L-3686
7 Easton Oval
Columbus, OH 43219

SPECIAL TERMS AND CONDITIONS (CONTINUED)

All other deliveries may be sent to the following address:

Department of Administrative Services
L-3686
Columbus, OH 43260-3686

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share.

If the Contractor fails to pay the revenue share in a timely manner, DAS may suspend, terminate or cancel this Contract.

CONTRACTOR QUARTERLY SALES REPORT: The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor will receive an email with a User ID and password and must report the quarterly dollar value of sales to the Department of Administrative Services (DAS) via the Internet using the web form at the Ohio DAS Contract Management Contractor Portal, <https://cm.ohio.gov/>. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period. The Contractor is responsible for emailing the Analyst listed on page one of the Contract with any company contact changes.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to one of the following addresses,

For same day or overnight deliveries:

Huntington National Bank
ATTN: L-3686
7 Easton Oval
Columbus, OH 43219

All other deliveries may be sent to the following address:

Department of Administrative Services
L-3686
Columbus, OH 43260-3686

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may suspend, terminate or cancel this Contract.

USAGE REPORTS: In addition to the Contractor Quarterly Sales Report above, every six (6) months for the periods January through June and July through December the Contractor must submit a report in Excel format via email or on disk or other electronic media indicating sales generated by this contract for the period. The report shall list usage by customer, by line item, showing the quantities and dollars generated by this contract. The report shall be due within one (1) month after the end of each period and shall be forwarded to the DAS Office of Procurement Services, 4200 Surface Road, Columbus, Ohio 43228-1395, Attn: Nicole Marisa (Nicole.Marisa@das.ohio.gov).

EPROCUREMENT CATALOG: Awarded Contractors will be required to create and submit a separate electronic catalog upon award for the State's eProcurement System. Upon award, Contractors will be provided a catalog Excel document formatted for eProcurement use and instructions on completing the document. Fields required for the document include Product Description, Manufacturer, Manufacturer Part Number, Dealer/Contractor Part Number, and UNSPSC Commodity Code.

BACKGROUND

The purpose of this solicitation is to establish a contract between the State of Ohio Department of Administrative Services (DAS) and awarded Contractor(s) for Electric Vehicle Chargers and Equipment and all related supplies and accessories offered by the Bidder for use by State of Ohio Agencies, State Institutions of Higher Education and members in good standing of the Department of Administrative Services Cooperative Purchasing Program throughout the State of Ohio.

The State of Ohio recognizes the need for Electric Vehicle Chargers and Equipment as electric vehicles become a part of the fleet services for various government entities and for municipalities providing access to electric chargers within their communities. It is DAS' goal to provide a competitively bid contract for use by these governmental entities which provides the highest quality products, world-class customer service, best pricing, and a wide variety of choice in products and product design for electric vehicle charging equipment and associated items.

The specifications and requirements below are for the items the State desires to purchase. These specifications are considered necessary to establish functional requirements for the materials desired. Proprietary design, exact dimensions, capacities, or restrictive features will not preclude acceptance of recognized alternates which meet comparable functional or performance requirements.

This bid is not a solicitation for installation, labor, or consultation regarding electric vehicle charges. This bid is a solicitation for chargers and equipment. Awarded contractors will not be prohibited from providing installation, labor, or consultation, but these services are not within the scope of the Contract and are off-contract purchases.

SPECIFICATIONS

This bid and subsequent Contract is for Electric Vehicle Chargers and Equipment only. This Contract does not include installation of the charging equipment. State agencies and government entities using the Contract must provide the proper infrastructure and power source up to the location of the Electric Vehicle Charger. The Contract is for new equipment only; used and refurbished equipment will not be accepted.

1. The State is accepting bids for various makes and models of Electric Vehicle Chargers and Equipment, also referred to as Electric Vehicle Supply Equipment (EVSE). EVSE is the equipment used to charge the batteries of plug-in hybrids and other electric vehicles. The chargers/EVSE for this bid must be Level 2 EVSE or Direct Current Fast Charging (DCFC).
2. The State will also allow additional items to be added to the Contract. Additional items must be part of, attached to, or enhance the chargers provided by bidders. These items include, but are not limited to, network capabilities, extended warranties, retractable cables, preventive maintenance agreements, and credit card terminals for public use chargers. These items are to be listed on the Optional Items Excel document linked on the Bid Pricing Page of this Invitation to Bid.
3. Codes and Standards
 - a. All electric vehicle chargers and equipment must meet the National Electric Code (NEC) 625 and FCC regulations for safety and operation requirements.
 - b. All equipment provided on this contract must meet UL standards as listed below:
 - i. UL 2202 Electric Vehicle Charging System Equipment
 - ii. UL 2594 Electric Vehicle Supply Equipment (AC to DC)
 - iii. UL 2231-1 Personal Protection for Electric Vehicle Supply Circuits-Protective Devices for use in Charging Systems.
 - iv. UL 2231-2 Personal Protection Systems for Electric Vehicle Supply Circuits-Protective Devices for use in Charging Systems.
 - v. UL 2251 Electric Vehicle Plugs, Receptacles and Couplers.
 - vi. UL 2750 Wireless Charging Equipment for Electric Vehicles. (only required if wireless equipment is offered on contract.)
 - c. All equipment must be ADA compliant.
4. The Bidder must clearly note all chargers and equipment that are EPA Energy Star Rated®.
5. Connectors
 - a. DCFC must have CHAdeMO and SAE Combo connectors.
 - b. Level 2 EVSE must have SAE J1772 connectors, or equivalent.
6. All pay equipment (i.e. credit card terminals) must possess the capabilities to ensure credit card transactions are compliant with the latest PCI and PA-DSS standards. The Contractor must use commercially reasonable security standards to protect sensitive and/or confidential data both in transit and at rest. Equipment will not connect to a State network.
7. Bidders must provide their standard equipment warranty for all chargers and equipment listed on the contract.

SPECIFICATIONS (continued)

8. Suppliers must provide complete specifications and installation guides for all chargers and equipment offered on contract. This information must also include any infrastructure required for installation of a charger, including location of bollards and bump stops.

CONTRACTOR SUMMARY

<u>Contractor</u>	<u>Contract Page</u>	<u>Brands</u>	<u>Level 2 Stations?</u>	<u>DCFC Stations?</u>	<u>Contact</u>	<u>Email</u>	<u>Phone</u>
ChargePoint, Inc.	8	ChargePoint	Y	Y	Jimmy Smith	jimmy.smith@chargepoint.com	(614) 965-6624
Donovan Energy LLC	9	ABB EVBox	Y	Y	Jeff Martin	jmartin@donovanenergy.com	(513) 536-6878
EVunited	10	SparkCharge	N	Y	Tom Richardson	sales@evunited.com	(614) 504-3803
Sway Mobility	11	EVBox	Y	N	Michael Peters	michael@swaymobility.com	(646) 322-8787

CONTRACTOR INFORMATION - CHARGEPOINT, INC. - RS900320-1

0000267253
ChargePoint, Inc.
254 East Hacienda Ave.
Campbell, CA 95008

DELIVERY: 30 Days ARO
TERMS: Net 30

CONTRACTOR'S CONTACT: Jimmy Smith

Telephone: (614) 965-6624
Toll-free: (866) 480-2936
Email: jimmy.smith@chargepoint.com

BRANDS: ChargePoint

PRICE LISTS:

[Chargepoint, Inc. Price List – EV Supply Equipment \(EVSE\)](#)

Items above contain recycled material, Y/N Y. If Y 10-30 % of recycled material

[Chargepoint, Inc. Price List – Optional Items](#)

Items above contain recycled material, Y/N N. If Y _____ % of recycled material

[Chargepoint, Inc. – Descriptive Literature/Product Information](#)

Please note: Any pricing that may appear in this descriptive literature is not part of this contract. All contract pricing is found on one of the two pricelists above. All information current as of bid opening on 9/18/19.

All costs must be in U.S. Dollars.

The State will not be responsible for any costs not identified.

There will be no additional reimbursement for travel or other related expenses.

AUTHORIZED ORDER-DIRECT DEALERS/CHANNEL PARTNERS: Names of order-direct dealers/channel partners are listed below:

N/A

Subject to DAS approval, awarded Contractor(s) may remove or add order-direct dealers/channel partners during the term of this Contract, by written request to DAS. Order-direct dealers/channel partners may only offer the products or services of the manufacturer which has named them as a dealer.

<u>CHARGEPOINT, INC. COST ALLOCATION CATEGORIES</u>					
<u>Cost of Materials</u>	<u>Labor Cost</u>	<u>Utilities</u>	<u>Transportation</u>	<u>Other</u>	<u>Overhead</u>
Not Provided	Not Provided	Not Provided	Not Provided	Not Provided	Not Provided

CONTRACTOR INFORMATION - DONOVAN ENERGY LLC - RS900320-2



0000267074
Donovan Energy LLC
31 E. 12th Street Suite 2E
Cincinnati, OH 45202

DELIVERY: 30 Days ARO

TERMS: Net 30

CONTRACTOR'S CONTACT: Jeff Martin

Telephone: (513) 536-6878
Email: jmartin@donovanenergy.com

BRANDS: EVBox, ABB

PRICE LISTS:

[Donovan Energy Price List – EV Supply Equipment \(EVSE\)](#)

Items above contain recycled material, Y/N N. If Y _____% of recycled material

[Donovan Energy Price List – Optional Items](#)

Items above contain recycled material, Y/N N. If Y _____% of recycled material

[Donovan Energy – Descriptive Literature/Product Information](#)

Please note: Any pricing that may appear in this descriptive literature is not part of this contract. All contract pricing is found on one of the two pricelists above. All information current as of bid opening on 9/18/19.

All costs must be in U.S. Dollars.

The State will not be responsible for any costs not identified.

There will be no additional reimbursement for travel or other related expenses.

AUTHORIZED SUBCONTRACTORS: Names of subcontractors who will be performing work under the Contract are listed below:

United Electric

Premier Builders

AUTHORIZED ORDER-DIRECT DEALERS/CHANNEL PARTNERS: Names of order-direct dealers/channel partners are listed below:

N/A

Subject to DAS approval, awarded Contractor(s) may remove or add order-direct dealers/channel partners during the term of this Contract, by written request to DAS. Order-direct dealers/channel partners may only offer the products or services of the manufacturer which has named them as a dealer.

<u>DONOVAN ENERGY COST ALLOCATION CATEGORIES</u>					
Cost of Materials	Labor Cost	Utilities	Transportation	Other	Overhead
38%	37%	0%	0%	16%	9%

CONTRACTOR INFORMATION - EVUNITED - RS900320-3



0000262966
 EVUnited
 6605 Longshore St, Suite 240 #190
 Dublin, OH 43017

DELIVERY: 30 Days ARO

TERMS: Net 30

CONTRACTOR'S CONTACT: Tom Richardson

Telephone: (614) 504-3803
 Email: sales@evunited.com

BRANDS: SparkCharge

PRICE LISTS:

[EVunited Price List – EV Supply Equipment \(EVSE\)](#)

Items above contain recycled material, Y/N N. If Y _____% of recycled material

[EVunited Price List – Optional Items](#)

Items above contain recycled material, Y/N N. If Y _____% of recycled material

[EVunited – Descriptive Literature/Product Information](#)

Please note: Any pricing that may appear in this descriptive literature is not part of this contract. All contract pricing is found on one of the two pricelists above. All information current as of bid opening on 9/18/19.

All costs must be in U.S. Dollars.
 The State will not be responsible for any costs not identified.
 There will be no additional reimbursement for travel or other related expenses.

AUTHORIZED ORDER-DIRECT DEALERS/CHANNEL PARTNERS: Names of order-direct dealers/channel partners are listed below:

N/A

Subject to DAS approval, awarded Contractor(s) may remove or add order-direct dealers/channel partners during the term of this Contract, by written request to DAS. Order-direct dealers/channel partners may only offer the products or services of the manufacturer which has named them as a dealer.

EVUNITED COST ALLOCATION CATEGORIES					
Cost of Materials	Labor Cost	Utilities	Transportation	Other	Overhead
100%	0%	0%	0%	0%	0%

CONTRACTOR INFORMATION - SWAY MOBILITY, INC. – RS900320-4



0000263120
Sway Mobility, Inc.
3558 Lee Rd.
Shaker Heights, OH 44120

DELIVERY: 30 Days ARO

TERMS: Net 30

CONTRACTOR'S CONTACT: Michael Peters

Telephone: (646) 322-8787
Email: michael@swaymobility.com

BRANDS: EVBox, ChargeLab

PRICE LISTS:

[Sway Mobility, Inc. Price List – EV Supply Equipment \(EVSE\)](#)

Items above contain recycled material, Y/N N. If Y _____% of recycled material

[Sway Mobility, Inc. Price List – Optional Items](#)

Items above contain recycled material, Y/N N. If Y _____% of recycled material

[Sway Mobility, Inc. – Descriptive Literature/Product Information](#)

Please note: Any pricing that may appear in this descriptive literature is not part of this contract. All contract pricing is found on one of the two pricelists above. All information current as of bid opening on 9/18/19.

All costs must be in U.S. Dollars.

The State will not be responsible for any costs not identified.

There will be no additional reimbursement for travel or other related expenses.

AUTHORIZED SUBCONTRACTORS: Names of subcontractors who will be performing work under the Contract are listed below:

ChargeLab

AUTHORIZED ORDER-DIRECT DEALERS/CHANNEL PARTNERS: Names of order-direct dealers/channel partners are listed below:

N/A

Subject to DAS approval, awarded Contractor(s) may remove or add order-direct dealers/channel partners during the term of this Contract, by written request to DAS. Order-direct dealers/channel partners may only offer the products or services of the manufacturer which has named them as a dealer.

<u>SWAY MOBILITY, INC. COST ALLOCATION CATEGORIES</u>					
<u>Cost of Materials</u>	<u>Labor Cost</u>	<u>Utilities</u>	<u>Transportation</u>	<u>Other</u>	<u>Overhead</u>
81.13%	9.54%	0%	4.56%	0%	4.77%