



MASTER AGREEMENT # 021825
CATEGORY: Electric Vehicle Supply Equipment with Related Services
SUPPLIER: National Car Charging LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and National Car Charging LLC, 209 Kalamath Street, Unit 4, Denver, CO 80223 (Supplier).

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

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

Article 1:
General Terms

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

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

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

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

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

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

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.
- ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.
- iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to

the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

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

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

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

- d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

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

- \$1,500,000 each occurrence Bodily Injury and Property Damage
- \$1,500,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this

Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

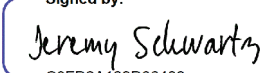
Article 3: Supplier Obligations to Participating Entities

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

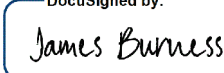
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within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

021825-NCC

Sourcewell

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 9/15/2025 | 5:13 PM CDT _____

National Car Charging LLC

DocuSigned by:

CD4C5FCEDFB8498...
By: _____
James Burness
Title: CEO
Date: 9/15/2025 | 2:34 PM MDT _____

RFP 021825 - Electric Vehicle Supply Equipment with Related Services

Vendor Details

Company Name: National Car Charging LLC

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

Address: 209 KALAMATH ST.
SUITE 3
DENVER, CO 80223

Contact: James Burness

Email: jburness@nationalcarcharging.com

Phone: 866-996-6387 700

Fax: 866-996-6387

HST#: 453714743

Submission Details

Created On: Wednesday February 12, 2025 11:56:20

Submitted On: Tuesday February 18, 2025 15:13:04

Submitted By: James Burness

Email: jburness@nationalcarcharging.com

Transaction #: 33ac70b5-2cd5-45f0-b8a6-5e96dff0c3ac

Submitter's IP Address: 147.243.248.214

Specifications

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

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

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

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	James Burness	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	National Car Charging LLC, Aloha Charge (in Hawai'i only)	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	7NFC7	*
5	Provide your NAICS code applicable to Solutions proposed.	423120	*
6	Proposer Physical Address:	209 Kalamath Street, Unit 4, Denver, CO 80223	*
7	Proposer website address (or addresses):	www.nationalcarcharging.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	James Burness, CEO, 209 Kalamath St., Unit 4, Denver, CO 80223, jburness@nationalcarcharging.com, 303.437.4947	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	James Burness, CEO, 209 Kalamath St., Unit 4, Denver, CO 80223, bids@nationalcarcharging.com, 866.996.6387	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Cheryl Alspach, Director of Operations, 209 Kalamath St., Unit 4, Denver, CO 80223, calspach@nationalcarcharging.com, 303.917.2584	*

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

Line Item	Question	Response *
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11	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>National Car Charging: 13 Years of Powering the Future of EV Infrastructure with Unmatched Expertise & Value.</p> <p>At National Car Charging (NCC), EV charging isn't just part of what we do—it's all we do. Founded by industry veteran Jim Burness, NCC was built with a singular mission: to accelerate the adoption of EV infrastructure across the U.S. For over 13 years, we've been at the forefront of this rapidly evolving industry—long before EVs became mainstream. Today, we are one of the nation's most trusted EV charging solutions providers, helping businesses, municipalities, educational institutions, and government agencies build reliable, future-proof charging networks.</p> <p>With 60% of our business dedicated to the public sector, we are a go-to resource for scalable, cost-effective, and fully compliant EV infrastructure solutions. But what truly sets us apart? The added value we bring to every project.</p> <p>Why NCC? Expertise. Integrity. Impact.</p> <p>Unlike industry newcomers, we don't just sell chargers—we engineer solutions. Our brand-agnostic approach ensures that you get the best technology for your specific needs, not just what a single manufacturer offers. We curate the most reliable, cost-effective, and innovative charging technologies, guiding you through every step of the process to ensure long-term success, not just a one-time sale.</p> <p>This consultative, client-centered approach has earned us one of the highest customer return rates in the industry—a testament to our experienced leadership, deep expertise, and unwavering commitment to our clients. Our partners don't just buy from us once; they return because they trust our guidance, value our insight, and know that we are invested in their long-term success.</p> <p>Beyond hardware, NCC is a recognized thought leader in the EV industry. We actively shape policy discussions, advise on best practices, and educate organizations on how to maximize their EV investments. Our team frequently contributes to industry panels, working groups, and legislative efforts, ensuring our clients stay ahead of the curve as EV adoption accelerates and new funding opportunities emerge.</p> <p>Proven Results. Real Impact.</p> <p>The numbers speak for themselves—NCC has successfully deployed 12,000+ charging ports for 1,300+ customers nationwide, and our momentum continues to build. From single-station installations to large-scale, NEVI-funded deployments, we bring stability, reliability, and expertise that newer providers simply can't match.</p> <p>Our strong financial health and industry leadership set us apart, ensuring that we can support clients today and well into the future. With consistent growth and a high customer return rate, organizations trust NCC not just for a single project but for ongoing expansions, upgrades, and long-term EV infrastructure planning. Our long-standing manufacturer partnerships allow us to secure industry-best pricing, while our financial strength ensures long-term stability, giving customers the confidence that we'll be here to support them for years to come. At NCC, we don't just deliver EV charging solutions—we build lasting partnerships that drive sustainable success.</p> <p>A Future-Proof, All-Inclusive Portfolio.</p> <p>We don't just install chargers—we deliver fully integrated EV solutions. Our highly vetted portfolio includes:</p> <ul style="list-style-type: none"> ~Level 2 & DC Fast Chargers – Cutting-edge technology for every use case. ~Robust Networking Software – Maximizing performance, uptime, and user experience. ~Turnkey Services – From site design to installation and permitting. ~Financing & Incentive Guidance – Helping clients maximize available funding. ~O&M & Warranty Solutions – Ensuring long-term reliability and peace of mind. <p>Whether you're managing fleets, workplaces, multifamily properties, or public infrastructure, NCC delivers durable, high-performance charging solutions that maximize uptime, efficiency, and ROI.</p> <p>At NCC, we don't just sell chargers—we lead the charge in building smarter, more sustainable EV infrastructure that stands the test of time. Partner with us, and power the future with confidence.</p>
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12	What are your company's expectations in the event of an award?	<p>Expanding EV Infrastructure: The Power of a Sourcewell Award.</p> <p>At NCC, we recognize a Sourcewell award is a highly valuable and strategic opportunity and we view it as a pathway to continue to scale in our public sector work. It offers instant credibility, streamlined access to thousands of potential customers, and an expanded competitive advantage within the EV infrastructure space.</p> <p>A Sourcewell award would allow us to drive more meaningful EV infrastructure growth for public agencies and educational institutions across the U.S. Our goal is not just to fulfill orders, but to be a strategic partner—delivering expertise, innovation, and long-term value to Sourcewell members from day one.</p>	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>National Car Charging, a privately-held LLC filing as an S-Corporation, is a financially strong, well-established leader in the EV industry, with 13+ years of stability, growth, and responsible financial management. As a privately held LLC filing as an S-Corporation, we operate on a solid financial foundation, ensuring we can fully support Sourcewell members with confidence.</p> <p>Our ability to scale, invest in innovation, and successfully manage large projects reflects our deep, long-term commitment to the EV space. For a closer look at our financial strength, check out our 2024 financial statements in the document upload section.</p> <p>We're here for the long haul—ready to charge ahead with you!</p>	*
14	What is your US market share for the Solutions that you are proposing?	<p>With our industry expertise, national reach, and best-in-class portfolio, National Car Charging is a driving force in the EV infrastructure space, deploying approximately 1.5–2.0% of all publicly available charging ports in the U.S. With our roots in Colorado, we hold an estimated 50% market share in our home state, underscoring our leadership and value in one of the nation's most progressive EV markets. Through our Aloha Charge subsidiary, we've also established a dominant presence in Hawaii, where we have delivered over 50% of the state's public charging network, further reinforcing our ability to lead in diverse and rapidly growing EV markets.</p> <p>As one of the most established and trusted EV charging solutions providers in the country, our consistent growth and expanding national presence set us apart. We have deployed over 12,000 charging ports across 48 states, representing every major brand in our portfolio, ensuring customers have access to the most reliable, future-ready solutions available. Unlike newer entrants, NCC has deep expertise across all business channels—from corporate campuses and multifamily properties to transit hubs and large-scale municipal deployments.</p> <p>Today, 60% of our work is with public entities, reinforcing our leadership in government, education, and fleet electrification. As cities, schools, and agencies navigate the transition to EV infrastructure, they trust NCC to deliver the right solutions, expert consultation, and long-term support. With a proven track record of success, dominant market share in key regions, and unmatched industry relationships, NCC is not just an EV charging provider—we're a nationwide leader shaping the future of electrified transportation.</p>	*
15	What is your Canadian market share for the Solutions that you are proposing?	<p>While we have the capability and infrastructure to sell into Canada, our strategic focus has been on establishing market leadership in the U.S., where we've built a dominant presence and a proven track record. As a result, our market share in Canada is currently 0%, but with our expertise, nationwide success, and industry-leading portfolio, we are well-positioned to expand when the right opportunity arises.</p> <p>Please note that the pricing we have submitted does not reflect Canadian pricing, but can be available upon request.</p>	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None	*

17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>a) National Car Charging is a Value-Added Reseller for a number of the industry's best hardware and software providers, and post-sale service providers. As a result, we rarely have "sub-resellers," especially for clients purchasing off of a cooperative buying program. Our in-house sales team is a combination of W-2 and 1099 contractors, however in the case of the latter, the sale still runs through National Car Charging.</p>	*
18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>National Car Charging (NCC) is registered to do business in approximately a dozen states and actively participates in the Streamlined Sales Tax program, allowing us to efficiently serve customers across multiple jurisdictions. As a Value-Added Reseller (VAR), we are not required to hold specialty licenses ourselves, but we take compliance seriously.</p> <p>For installation and on-site services, we rigorously vet and ensure that all subcontractors maintain current and valid licenses, insurance coverage, and industry and/or manufacturers' certifications. This guarantees that every project meets the highest professional and regulatory standards, providing peace of mind to our customers while upholding the integrity of our services.</p>	*
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	None	*
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>Recent NCC Awards, Recognitions & Speaking Engagements:</p> <p>2024 – Jim Burness, Speaker, Go Clean Energy Conference</p> <p>2024 - ChargePoint "Reseller of the Year" (Project Registrations)</p> <p>2024 - Kempower "Most Active Brand Ambassador"</p> <p>2024 - "Colorado Companies to Watch" Finalist</p> <p>2024 - Denver Business Journal "Small Business" Awards Finalist</p> <p>2023 - Jim Burness, Speaker, RE+</p> <p>2023 - ChargePoint "Reseller of the Year" (Overall)</p> <p>2023 - First & Leading U.S. Kempower Partner</p> <p>2023 - Jim Burness, Speaker, Virtual Discussion with officials from the Joint Office of Energy and Transportation, and Hawai'i Department of Transportation (HDOT)</p> <p>2023 - State of Hawai'i NEVI Project Awardee (All state NEVI installations)</p> <p>2021 – Jim Burness, Speaker, Apartment Association of North Carolina</p> <p>2020 – Jim Burness, Speaker, National Apartment Association's Apartmentalize</p> <p>2019 - Denver Business Journal "Business of the Year" Finalist</p> <p>2017 - Jim Burness, Denver Business Journal "Top 100 Who's Who in Energy"</p> <p>2011 - NCC named first ChargePoint's first national value-added reseller</p>	*
21	<p>What percentage of your sales are to the governmental sector in the past three years?</p>	<p>From 2022 to 2024, 62% of our total sales by dollar volume were to government end-users, with 38% of our client base consisting of public sector entities. These numbers underscore our deep-rooted expertise and commitment to serving government agencies, making the public sector our most significant and influential customer segment. Our extensive experience in navigating public procurement, compliance requirements, and large-scale deployments positions us as a trusted partner for cities, schools, and government agencies investing in EV infrastructure at scale.</p>	*
22	<p>What percentage of your sales are to the education sector in the past three years?</p>	<p>From 2022 to 2024, 6.6% of our total sales by dollar volume were to educational institutions, which also accounted for 6.6% of our overall customer base. (These are a subset of our response to Question 21.)</p> <p>This data highlights our strong presence in the education sector and our ability to support schools, colleges, and universities in adopting scalable, future-ready EV infrastructure across the country. As a key subset of our broader public sector portfolio, our work with educational institutions reflects our expertise in navigating funding opportunities, procurement processes, and tailored EV charging solutions that meet the unique needs of campuses nationwide.</p>	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>We are currently on state agreements with: AZ (via ASU's S.A.V.E.S.), CA, CO, MN, NM, NC, PA, VA (via Fairfax County - includes DC and MD)</p> <p>We are currently on the following cooperative purchasing agreements: 1GPA, CES, E&I, Equalis, FloridaBuy, and PCA. In addition, we are on NASPO in the following states: CA, CO (in process), HI, IA, NM, UT, and WA.</p> <p>Due to confidentiality and compliance requirements under our cooperative agreements and state contracts, we are unable to disclose total volume or dollar figures per contract. However, over 60% of NCC's business comes from public and non-profit entities, with the majority served through our established contracts. We are comfortable disclosing that the range of our contracts go from 1 or 2 small orders (<\$10K) in our smaller contracts while the upper-range of our contracts have approached \$10,000,000 in total sales.</p>	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We have not yet pursued a GSA or SOSA contract, as we anticipate that EV and EV charging infrastructure growth will be driven primarily at the state and local levels in the coming years. Our strategic focus remains on supporting municipalities, educational institutions, and government agencies where demand is accelerating and where our expertise can have the greatest immediate impact.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Colorado Department of Transportation	Tom Pacheco, Electrification Program Manager (recently retired, Nov. 2024)	303-319-5348	*
Fairfax County, VA	Marguerite Guarino	703-474-1720	*
City of Aspen, CO	Tim Karfs	970-379-7389	*
Colorado Mountain College	Ryan Shepherd, FMP	970-485-5003	

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

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

Line Item	Question	Response *	
26	Sales force.	<p>Our nationwide sales force spans coast to coast, with team members strategically positioned in Pennsylvania, Illinois, Colorado, California, and Hawaii (via our Aloha Charge subsidiary), ensuring expert guidance and hands-on support across all 50 states. As a trusted leader in EV infrastructure, we are poised for continued growth, with plans to expand our sales team and strengthen our presence to meet the increasing demand for EV charging solutions. As the market accelerates, we remain committed to staying ahead of industry trends, scaling strategically, and continuously enhancing our reach—ensuring we deliver unmatched service, expertise, and nationwide coverage for years to come.</p>	*

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>National Car Charging (NCC) is more than just a Value-Added Reseller (VAR)—we embody the 'added value' in every aspect of what we do. Trusted by many of the most prominent brands in the EV charging industry, we provide more than just access to top-tier products—we deliver expertise, strategic guidance, and hands-on support that turn investments into long-term success. Our direct relationships with leading manufacturers allow us to procure hardware at the most competitive pricing while ensuring exceptional product knowledge, technical expertise, and a seamless customer experience.</p> <p>Unlike companies that rely on large, decentralized reseller networks, NCC directly manages sales and distribution, maintaining quality control, pricing transparency, and top-tier customer service. Our nationwide sales team works hands-on with customers across the country, guiding them from product selection through installation, networking, and long-term system management.</p> <p>At NCC, we don't just sell chargers—we build solutions. We reject the one-size-fits-all approach, instead positioning ourselves as a true partner to our clients, ensuring they find the right EV charging solution tailored to their specific needs. Our carefully curated portfolio features only the most reliable, future-ready products, giving customers confidence that they're investing in proven, high-quality technology—not just the most convenient or readily available option.</p> <p>By leveraging our deep industry expertise, long-standing manufacturer partnerships, and a selectively curated distribution network, NCC ensures that every customer receives best-in-class EV charging solutions, competitive pricing, and expert consultation. Whether navigating funding opportunities, optimizing deployment strategies, or future-proofing infrastructure, NCC goes beyond the sale—delivering real, measurable value that empowers our customers to succeed in an evolving EV landscape.</p>
28	If your proposal includes delivery of services by prequalified contractors, describe your method of prequalification. State how prequalified contractors will be identified or selected by Sourcewell Participating Entities in the event of contract award.	<p>With 13+ years of industry leadership and a national presence, National Car Charging (NCC) has built strong relationships with experienced, certified installers across numerous markets, ensuring seamless project execution for our customers. Our extensive network allows us to match clients with trusted, highly qualified professionals who understand the complexities of EV charging installations.</p> <p>As part of our commitment to inclusivity and economic growth, NCC actively seeks opportunities to work with Disadvantaged Business Enterprises (DBEs), minority-owned businesses, and small business contractors. We recognize the importance of supporting diverse suppliers and local economies, which is why we make a concerted effort to engage DBE-certified firms whenever possible—helping to drive equitable access to the expanding EV infrastructure industry.</p> <p>In areas where we have not yet worked with an installer, we employ a rigorous vetting process to identify and qualify top-tier professionals. We prioritize installation providers with commercial EV charging experience, leveraging referrals, word-of-mouth recommendations, and insights from our hardware partners. Once identified, we ensure that they have completed all factory-mandated certifications, as well as Electric Vehicle Infrastructure Training Program (EVITP) certification when applicable. Additionally, we verify credentials, including a valid license, Certificate of Insurance, and a portfolio of recent projects, along with a customer reference to confirm quality and reliability.</p> <p>Our involvement doesn't stop at installation. To ensure a flawless experience and optimal performance, NCC remains actively engaged through the activation, programming, and final commissioning of every station, guaranteeing a seamless, customer-focused, and high-quality deployment.</p>

29	Service force.	<p>As the EV industry expands at an unprecedented pace, NCC is evolving alongside it—enhancing our service capabilities to better support our customers' growing needs. While our historical role as a Value-Added Reseller (VAR) has not included a dedicated in-house service team, we have always prioritized customer support, technical expertise, and seamless project execution. As outlined in Section 31, our Operations team has long served as a "Service Concierge", guiding clients through maintenance, troubleshooting, and manufacturer support to ensure optimal system performance.</p> <p>Now, with the rapid acceleration of EV adoption and infrastructure deployment, we are expanding our support offerings to meet evolving industry demands. We have partnered with an outsourced Operations & Maintenance (O&M) provider and introduced the industry's first third-party EV charger warranty provider, offering labor coverage for systems that traditionally lack it. These strategic partnerships bring specialized field teams, complementing the O&M support already available through our leading manufacturing partners, ensuring faster service and expanded coverage as the industry scales.</p> <p>Looking ahead, we are further adapting to industry growth by launching our own in-house installation and O&M team. This initial five-person team will be strategically deployed to deliver rapid response times, expert technical support, and hands-on service, allowing us to match or surpass manufacturer response times.</p> <p>At NCC, we recognize that as the industry grows, our customers' needs evolve too. By expanding our service capabilities, strengthening industry partnerships, and investing in hands-on support, we're ensuring that our clients have a trusted, future-ready partner to help them navigate the ever-evolving EV infrastructure landscape with confidence.</p>
30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>As a Value Added Reseller, our primary roles are to advise customers on what solution is right for their needs, and to process the order. Once the right solution is identified, and a quote is approved, we take the order from the customer and in turn submit a purchase order with the appropriate provider. However, we don't just process orders—we orchestrate a smooth, efficient, and worry-free procurement experience. As a Value-Added Reseller (VAR), we work hand-in-hand with our customers to identify the best EV charging solution, streamline procurement, and coordinate logistics so everything arrives on time and ready to go.</p> <p>Once a customer selects a solution and approves a quote, NCC takes the reins—submitting purchase orders, coordinating suppliers, and ensuring every component is accounted for. Whether it's a single manufacturer or multiple vendors, we keep everything moving in sync so customers never have to worry about missing parts or project delays.</p> <p>For solutions that require multiple suppliers, we take a big-picture approach, ensuring that hardware, accessories, and software components arrive together, on schedule, and in perfect alignment with project timelines. We actively manage shipping, track deliveries, and even coordinate installation logistics when needed, eliminating roadblocks before they arise.</p> <p>Through it all, NCC is more than just a supplier—we're a true partner, delivering a hassle-free, high-touch ordering experience that lets customers focus on what matters most: building a future-proof EV charging network with confidence in the solution chosen, this might be with one provider or a series of different providers, and one of our responsibilities is to make sure all items are not only accounted for, but that we arrange for appropriate timing of delivery so as not to delay the project needlessly. As part of this process we often will make shipping arrangements and even coordinate installation as appropriate.</p>

31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Our Customer Service Commitment: Proactive, Hands-On Support Beyond the Sale.</p> <p>As a Value-Added Reseller (VAR), post-sale service can be complex—in theory, hardware manufacturers, software providers, or aftermarket warranty companies are responsible for service and support. However, at National Car Charging (NCC), we take customer satisfaction seriously and have built a reputation for going the extra mile, ensuring our customers receive the exceptional service they deserve.</p> <p>Many of our customers appreciate our high-touch support approach, often making NCC their first call when service issues arise. Our Operations team acts as a Service Concierge, guiding customers through the troubleshooting and service process, advocating on their behalf, and following up with manufacturers and providers until resolution. If there are actions we can take unilaterally to accelerate a fix—such as remote troubleshooting, network configuration, or coordinating an onsite visit—we do so immediately.</p> <p>Response-Time Capabilities & Service Process:</p> <p>~Customer-Initiated Service Requests – Clients can contact NCC via phone or email to report an issue, even if the service responsibility technically falls on a third party.</p> <p>~Concierge-Level Support – We triage the issue, determine the fastest resolution path, and engage the appropriate provider (manufacturer, software, or warranty company).</p> <p>~Proactive Follow-Ups – NCC stays involved throughout the service process, ensuring progress, providing status updates, and pushing for timely resolution.</p> <p>~Expedited Resolution Efforts – Where possible, we take direct action to resolve issues—whether through remote troubleshooting, software resets, or coordinating technician dispatches.</p> <p>Future Expansion of Direct Service Capabilities.</p> <p>As part of our continued investment in customer experience, we are launching an in-house installation and O&M team in 2025 to provide more direct service in our largest markets. This expansion will enable us to:</p> <p>~Stock commonly replaced parts to reduce downtime for urgent service needs.</p> <p>~Deploy technicians directly for faster issue resolution, rather than relying solely on manufacturers.</p> <p>~Further streamline service coordination to minimize disruptions for our customers.</p> <p>At NCC, customer success is at the heart of everything we do. Whether advocating for our clients, expediting service requests, or expanding our hands-on capabilities, we are committed to ensuring fast, reliable, and stress-free post-sale support that keeps EV charging networks running smoothly.</p>
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>National Car Charging (NCC) is fully committed and well-equipped to provide products and services to all Sourcewell participating entities, regardless of location.</p> <p>As one of the few Value-Added Resellers with the experience, scale, and infrastructure to serve customers nationwide, we have successfully deployed over 12,000 charging ports across 48 states, supporting 1,300+ unique customers including public agencies, educational institutions, and fleet operators. The two remaining states are purely coincidental and not a reflection of any limitations in our ability or willingness to serve.</p> <p>With a dedicated nationwide sales team and deep manufacturer relationships, we ensure that every Sourcewell member has seamless access to the highest-quality EV charging solutions, expert guidance, and full-service support. Whether in urban centers, rural communities, or remote areas, NCC has the proven ability and unwavering commitment to delivering best-in-class products, tailored solutions, and outstanding customer service to every Sourcewell participating entity, anywhere in the country.</p>

33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>National Car Charging (NCC) is fully capable and willing to provide our products and services to Sourcewell participating entities in Canada, with the exception of direct Operations & Maintenance (O&M) services.</p> <p>As one of the leading U.S. EV Charging Solutions Value-Added Resellers, we have the expertise, manufacturer relationships, and logistical capabilities to support Canadian customers with best-in-class charging solutions, competitive pricing, and expert procurement guidance. While O&M services are not currently part of our Canadian offerings, we remain committed to assisting Sourcewell members in identifying qualified local service providers to ensure seamless implementation and long-term system reliability.</p> <p>We recognize that EV adoption in Canada is accelerating, and as demand grows, we will continue to evaluate opportunities to expand our presence, enhance service offerings, and further support Sourcewell members across Canada. Our goal is to provide the same level of quality, reliability, and customer service to Sourcewell members in Canada as we do across the U.S.</p>	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>NCC proudly services the entire United States, offering hardware, software, warranties, financing, and other essential EV-related services. While our O&M partner, ChargerHelp!, currently operates in select regions (primarily early adopter and high-opportunity markets), their service footprint is rapidly expanding as EV adoption accelerates. To further close any gaps, NCC is launching its own O&M platform, ensuring faster response times, streamlined maintenance, and comprehensive support nationwide.</p> <p>Beyond O&M, our Operations team has long served as a "Service Concierge," guiding clients through maintenance, troubleshooting, and manufacturer support to ensure optimal system performance and minimal downtime. We take a hands-on approach to customer service, advocating for our clients and ensuring they receive the support they need—whenever and wherever they need it.</p> <p>While we are not yet actively operating in Canada, NCC is fully prepared and committed to expanding our products and services as market demand grows. With deep manufacturer relationships, extensive industry expertise, and a scalable operational model, we are positioned to seamlessly extend our offerings, delivering the same high-quality solutions and service excellence across Canada as we do throughout the U.S.</p>	*
35	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	We are fully committed to serving all eligible entities without restriction. The only exception would be in cases where a customer has a documented history of payment issues, which may require additional review before proceeding with a purchase. Our goal is always to provide seamless access to our products and services while ensuring responsible and sustainable business practices.	*
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We have no restrictions on serving any eligible entity and proudly support customers nationwide. In fact, through our Aloha Charge subsidiary, we hold the largest market share in Hawai'i, demonstrating our ability to deliver and support EV infrastructure even in geographically unique locations. While shipping costs to Alaska and Hawai'i are naturally higher, we work closely with our shipping providers to ensure the most cost-effective solutions without compromising service, efficiency, or support.	*
37	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, NCC will extend the terms of any awarded master agreement to nonprofit entities. We recognize their vital role in sustainability and community initiatives and are committed to providing seamless procurement, competitive pricing, and expert support. Our team will work closely with nonprofits to navigate funding, optimize deployment, and ensure long-term success in EV infrastructure.	*

38	<p>Describe the process for installation of your products and services and explain the method of quotation, as applicable.</p>	<p>A Smarter, More Flexible Approach to EV Charger Installation.</p> <p>At National Car Charging (NCC), we believe that every EV charging project should be tailored to what's best for the client and the site. As a Value-Added Reseller (VAR), we offer unmatched flexibility, allowing customers to use their own electricians or tap into our vetted contractor network. No matter the approach, we're here to make the process smooth, efficient, and stress-free.</p> <p>Unlike providers that require you to use specific installers, NCC is proudly installer-agnostic in addition to being hardware-agnostic. Many of our public sector clients already have electricians on staff or long-term contracts, while others rely on us to bring the right installer to the table. In many cases, projects follow a hybrid model, where the client takes care of the "make-ready" work, and one of our trusted contractors handles the "stub-up" installation. Regardless of the setup, NCC takes on a Project Management role, handling logistics, scheduling, and deployment to ensure everything runs seamlessly.</p> <p>Thanks to our nationwide footprint and extensive contractor network, we have go-to installation partners in key markets and follow a thorough vetting process for new providers in areas where we don't yet have a regular installer. This ensures every project is handled by a qualified, certified professional who meets our high standards for quality, compliance, and reliability.</p> <p>For pricing, we work directly with partner electricians to secure labor quotes, passing them along with little to no markup. If multiple bids are required, we take care of that too, ensuring you get the best-value proposal without unnecessary delays.</p> <p>Looking ahead, we're taking things a step further. NCC is currently working to bring installation and O&M services in-house and launching dedicated service teams in key markets later this year. In areas where we don't yet have in-house teams, our proven contractor network will continue delivering expert service.</p> <p>We make EV charger installation simple, cost-effective, and built around your needs. Whether you're managing the process yourself or looking for full-service support, we've got you covered.</p>
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39	Demonstrate your capabilities to provide solutions offered by providing a list of significant government, public agency, or similar entity projects completed in the past five (5) years.	<p>Proven Success in Public Sector EV Infrastructure.</p> <p>At NCC, our track record in delivering scalable, high-impact EV charging solutions to government agencies, municipalities, educational institutions, and public entities sets us apart as an industry leader. Over the past five years, we have successfully executed hundreds of projects across all 50 states, working with public sector clients to navigate funding, procurement, and installation to ensure long-term success.</p> <p>Our impact in numbers:</p> <p>12,000+ charging ports deployed nationwide</p> <p>1,300+ unique customers served</p> <p>60% of our business dedicated to public agencies</p> <p>50%+ market share in Colorado, where we began</p> <p>50%+ market share in Hawai'i through our Aloha Charge subsidiary</p> <p>Our extensive experience spans statewide EV infrastructure deployments, municipal and fleet electrification, educational institutions, and transit and public works projects across the country. Over the past five years, we've successfully executed numerous high-impact initiatives. Here are just a few of our success stories:</p> <ol style="list-style-type: none"> 1) State of Hawai'i (100% of their NEVI stations), \$4.2m 2) Fairfax County, VA, \$1.2m 3) Colorado Department of Transportation, \$1.0m 4) City of Santa Clara, CA, \$726k 5) City of Durham, NC, \$622k 6) Colorado Department of Natural Resources, \$558k 7) City and County of Denver, \$554k 8) Colorado Mountain College, \$539k 9) Colorado Division of Capital Assets, \$531k 10) Pitkin County, CO, \$526k 11) Arlington County, VA, \$521k 12) Fairfax County Schools, VA, \$430k 13) Colorado Department of Human Services, \$419k 14) City of Boulder, \$365k 15) CalTrans, \$345k 16) University of Pittsburgh, \$333k 17) Delta County, CO, \$311k 18) Adams County, CO, \$298k 19) City of Morganton, NC, \$274k 20) City of Lodi, CA, \$273k
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Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
40	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>NCC Offers a Marketing Powerhouse, Backed by Experience & Strategy.</p> <p>Unlike many of our added-reseller peers, NCC doesn't outsource marketing—we have dedicated, in-house resources led by industry veteran Margaret-Ann Leavitt, a seasoned expert in marketing, renewables, and brand strategy. Under her leadership, our Marketing Department brings deep expertise and a results-driven approach, further amplified by our partnership with a full-service advertising and PR agency located just steps from our corporate headquarters.</p> <p>Anticipating a Sourcewell award, NCC has already developed a comprehensive, high-impact marketing plan (see attached) designed to cut through the noise, drive awareness, and establish the powerhouse combination of NCC and Sourcewell as the ultimate solution for public agencies looking to build scalable, cost-effective EV infrastructure.</p> <p>This strategic approach ensures that Sourcewell members don't just hear about NCC's contract award—they instantly see its value, trust in NCC's expertise and industry-leading solutions, and feel confident taking action to accelerate their sustainability and electrification goals.</p> <p>Announcement & Launch: Generating Buzz, Building Trust, and Driving Engagement.</p> <p>Our PR announcement and marketing launch won't just generate buzz—it will further cement NCC's leadership in EV infrastructure, amplify Sourcewell's trusted reputation, and highlight the unparalleled value, service, and expertise that set NCC apart. More than an introduction,</p>

this campaign will establish Sourcewell as NCC's premier cooperative partner, making it clear that together, we offer the most seamless, cost-effective EV procurement solution for public agencies.

To ensure maximum reach and impact, we will deploy a cohesive, multi-channel strategy that works in sync to capture attention and drive engagement.

Key elements will include:

~Strategic PR & Media Relations – A press release backed by targeted media outreach to secure high-impact coverage and industry recognition.

~Amplified Digital Presence – Organic and paid social media campaigns, influencer collaborations, and email marketing to expand reach and engagement.

~Optimized Website Experience – Dedicated, SEO-driven landing pages with lead capture, website pop-ups, and supporting editorial content to educate and convert visitors.

~Targeted Traffic Drivers – Website promotion through organic and paid social media, email campaigns, and strategic content marketing to maximize visibility and lead generation.

Driving Continuous Engagement - Keeping NCC & Sourcewell at the Forefront.

The powerhouse combination of NCC and Sourcewell won't just make a splash at launch—it will continue to lead the conversation in EV infrastructure procurement. Our marketing strategy evolves beyond a single campaign, transforming into a sustained, high-energy engagement plan that keeps Sourcewell members informed, inspired, and empowered to act.

With a smart, strategic, and multi-channel approach, we'll ensure our messaging is timely, relevant, and impossible to ignore—without overwhelming our audience. By striking the perfect balance between frequency and impact, we'll cut through the noise and keep NCC's award top of mind, reaching the right people, in the right places, at the right time. And with our Test & Learn mindset, we'll continuously refine our outreach using A/B testing, audience insights, and real-time analytics to maximize engagement and drive real results.

To ensure maximum visibility and adoption, NCC will execute a high-impact, multi-faceted marketing strategy that blends digital outreach, traditional marketing, direct engagement, and thought leadership:

~A Dedicated Sourcewell Webpage – A one-stop resource featuring contract details, procurement steps, FAQs, case studies, and direct links to Sourcewell, making it easy for agencies to take action.

~Targeted Digital Marketing – Email campaigns, SEO-driven blog articles, whitepapers, and press releases educating public sector buyers on the advantages of cooperative purchasing and NCC's unmatched, full-service approach.

~Social Media Outreach – Organic and paid campaigns that directly engage fleet managers, sustainability officers, and procurement professionals, ensuring key decision-makers see and understand the contract's value.

~Traditional Marketing Reinforcement – Eye-catching mailers, brochures, and one-pagers with interactive QR codes driving deeper engagement.

~Direct Sales & Support – A fully trained NCC sales team providing one-on-one guidance, live Q&A sessions, and webinars to ensure smooth adoption.

~Strategic Partnerships – NCC will collaborate with municipal associations, sustainability organizations, and EV advocacy groups, reinforcing Sourcewell as the go-to cooperative contract for EV infrastructure.

~Thought Leadership & Industry Influence – Through media coverage, op-eds, industry articles, conferences, and speaking engagements, NCC will cement its leadership and procurement expertise.

This holistic, high-energy approach will ensure that Sourcewell members don't just learn about NCC's Sourcewell contract—they will fully recognize its value, trust NCC's expertise, and be motivated to take action.

NOTE:

We've uploaded a high-level marketing plan for your review—but we don't just plan, we deliver results. Here are two press releases that showcase our marketing muscle in action:

Kempower Partnership Announcement – A bold product expansion that amplified our industry leadership.

		<p>https://www.prnewswire.com/news-releases/national-car-charging-joins-forces-with-kempower-301849474.html</p> <p>California DGS Contract Announcement – A major statewide win that cemented our position as a top EV solutions provider. https://www.prnewswire.com/news-releases/national-car-charging-awarded-contract-with-the-state-of-california-302047869.html https://chargedevs.com/newswire/national-car-charging-secures-contract-with-state-of-california/ https://www.government-fleet.com/10215109/ncc-awarded-contract-with-the-state-of-california</p> <p>E&I Cooperative Services Announcement - A significant contract that expands access to top-tier EV solutions for the education sector. https://www.prnewswire.com/news-releases/national-car-charging-secures-ei-cooperative-services-contract-bringing-top-tier-ev-charging-solutions-to-education-sector-302246129.html</p> <p>All of these announcements were part of larger, strategic launches that drove massive website traffic, sparked inbound inquiries, and got the phones ringing. In all cases, these were momentum-builders that put us front and center in the EV conversation. Feel free to visit our website to see our other press announcement and coverage. https://www.nationalcarcharging.com/press-releases https://www.nationalcarcharging.com/press</p> <p>When we market, we move the needle.</p>
41	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Smart, Targeted, and Data-Driven Marketing: Turning Insights into Action.</p> <p>Marketing is most effective when it's data-driven, precisely targeted, and strategically delivered to the right audience at the right time. A one-size-fits-all approach gets lost in the noise, but leveraging analytics, audience insights, and predictive modeling ensures every message grabs attention, builds trust, and drives action.</p> <p>For years, we've harnessed cutting-edge technology and data intelligence to elevate our brand, strengthen engagement, and drive long-term customer acquisition. By integrating lower and higher sales funnel strategies, we nurture early-stage prospects and accelerate high-intent buyers, ensuring sustained, measurable growth over time.</p> <p>We also utilize a suite of competitive intelligence and market analysis platforms to refine our approach, optimize campaigns, and maintain a competitive edge in the rapidly evolving EV infrastructure space.</p> <p>How We Deliver Results:</p> <p>~Smart, Data-Driven Outreach – We leverage real-time industry insights, AI-powered analytics, and digital tools to craft messaging that reaches and resonates with decision-makers across all stages of the sales funnel.</p> <p>~Precision Over Noise – Rather than casting a wide net, we focus on hyper-targeted social media, dynamic email campaigns, and SEO-driven content, ensuring every touchpoint is intentional and impactful.</p> <p>~Strategic Digital Marketing That Works – By integrating behavioral tracking and conversion analytics, we continuously optimize engagement, refine audience segmentation, and drive higher client acquisition rates over time.</p> <p>~Data Visualization & Competitive Insights – We track customer behavior, campaign performance, and industry trends through data visualization dashboards, allowing us to identify opportunities, gaps, and areas for strategic growth.</p> <p>~Metadata That Makes a Difference – We enhance search rankings, refine ad targeting, and optimize engagement through structured data, metadata, email segmentation, and visitor tracking, ensuring maximum visibility and conversion efficiency.</p> <p>~Competitive & Market Intelligence – We leverage advanced market analysis tools and competitive intelligence platforms to monitor industry shifts, competitor strategies, and procurement trends, ensuring our approach remains one step ahead in positioning NCC and Sourcewell as the premier solution.</p> <p>~Engagement That Sticks – By integrating personalized outreach, AI-driven insights, and hands-on support, we guide our customers through the decision-making process with confidence and clarity.</p> <p>With strategic execution, data-driven insights, and precision targeting, we ensure the right people get the right information at the right time—fostering deeper engagement, stronger relationships, and lasting, measurable results.</p>

42	<p>In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?</p>	<p>Maximizing the Sourcewell Opportunity.</p> <p>At NCC, we view a potential Sourcewell Award as more than just a contract—it's a powerful opportunity for collaboration, where sales, marketing, and strategic outreach align to drive engagement, awareness, and long-term success. While NCC is fully prepared to independently market and promote the contract, a true partnership with Sourcewell—leveraging our combined market influence and industry expertise—could amplify impact and accelerate adoption among public agencies, schools, and fleet operators.</p> <p>Ideally, Sourcewell would enhance contract visibility by featuring NCC's award in member communications, such as newsletters, targeted outreach, and educational content, as well as through social media promotions and digital campaigns. Additionally, we see immense value in collaborating on thought leadership initiatives, including webinars, live Q&A sessions, and industry presentations that highlight real-world case studies and best practices for EV infrastructure deployment. Co-presenting at industry events, engaging with municipal associations, and aligning with sustainability advocacy groups would further reinforce the ease and value of utilizing the Sourcewell contract for EV charging solutions.</p> <p>Beyond awareness, we would welcome Sourcewell's support in generating direct engagement—whether through member referrals, shared insights, or data-driven strategies that enhance the effectiveness of our outreach. Understanding member needs, purchasing trends, and engagement patterns would allow us to tailor our marketing efforts and sales approach for maximum impact.</p> <p>Finally, we see tremendous potential in co-branding opportunities that bring together Sourcewell's trusted relationships with its members and NCC's expertise, consultative approach, and highly curated product portfolio. By reinforcing this partnership, we can ensure Sourcewell members feel confident that they are in expert hands, equipped with the best solutions to meet their EV infrastructure needs.</p> <p>Seamlessly Integrating a Sourcewell-Awarded Agreement into NCC's Sales Process.</p> <p>A contract is only as effective as the team behind it. That's why NCC will take a strategic, high-impact approach to ensure our sales team is fully trained, engaged, and ready to drive adoption of a Sourcewell-awarded agreement. By integrating Sourcewell seamlessly into our sales process, we will maximize engagement, streamline procurement, and ensure long-term success for public agencies and fleet operators.</p> <p>Our sales team will receive in-depth training on the contract's benefits, pricing, and procurement process, ensuring they can clearly communicate how Sourcewell simplifies and accelerates EV charging procurement. To further support adoption, we will develop a comprehensive suite of printed and digital resources, including tailored sales materials, a dedicated Sourcewell landing page, FAQs, and interactive guides—making it easy for agencies to understand and confidently utilize the contract.</p> <p>To ensure effective lead management and personalized outreach, we will fully integrate Sourcewell member inquiries into NCC's CRM system, allowing for real-time engagement tracking, data-driven follow-ups, and targeted communication with key decision-makers. Our multi-channel marketing strategy will amplify this outreach and contract visibility through digital campaigns, email marketing, social media engagement, and industry events, ensuring Sourcewell members stay informed, engaged, and ready to take action.</p> <p>But we don't stop at awareness—NCC is committed to providing direct, hands-on support to Sourcewell members. We offer one-on-one consultations, site evaluations, and personalized guidance, helping agencies make well-informed decisions while eliminating procurement complexities and buyer's remorse. Additionally, we see tremendous value in collaborating directly with Sourcewell on co-branded marketing initiatives, educational webinars, and thought leadership opportunities, further reinforcing the contract's credibility and expanding its reach.</p> <p>By fully integrating the Sourcewell contract into our sales and marketing strategy, we create a win-win partnership that benefits Sourcewell, its vast membership, and NCC. More importantly, this approach ensures that public agencies don't just hear about the contract—they recognize its value, trust the process, and take action, leading to widespread adoption and a stronger, more accessible EV infrastructure nationwide.</p>
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43	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Beyond Automation: Expert-Led EV Charging Solutions for Unmatched Reliability, Performance, and Buyer.</p> <p>While we continuously seek ways to enhance efficiency, we do not currently offer an e-procurement ordering system through our website. This is intentional—EV charging infrastructure is a complex and evolving industry, and many of our clients are still learning and navigating the nuances of selecting the right equipment for their needs.</p> <p>Our client-centered approach ensures that every order aligns with the specific requirements of the site and end user. Rather than relying on an automated ordering system, we start with a consultative process, which often includes a conversation about project goals, site assessments, and industry best practices. From there, we generate a proposal through our accounting system, which serves as the basis for purchase orders.</p> <p>Each client is assigned a dedicated sales team member who oversees the order from start to finish, providing real-time updates, order tracking, and access to order history through our internal system. This hands-on approach minimizes errors, prevents buyer's remorse, and ensures that every investment is optimized for success.</p> <p>While we do not offer a direct e-procurement system, our long-standing manufacturer relationships allow us to secure top-tier pricing and pass those savings on to our customers. Additionally, we offer electronic payment options with incentives for early payment.</p> <p>In short, our process prioritizes precision, cost-effectiveness, and client success—ensuring that every purchase is an informed and strategic investment.</p>	*
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Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
44	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Comprehensive Training Programs for Sourcewell Participants.</p> <p>At National Car Charging (NCC), we provide flexible, customized training programs to ensure Sourcewell members can effectively operate, manage, and maintain their EV charging infrastructure.</p> <p>Our training is included as a standard part of every deployment, with additional options available based on client needs.</p> <p>Operator Training.</p> <p>~Standard training is included with all purchases to ensure customers understand how to operate their EV charging stations and network management platforms.</p> <p>~Training is offered virtually or in-person, depending on client preference.</p> <p>~Virtual training is always provided at no cost.</p> <p>~In-person training is available upon request and typically includes a hands-on demonstration of charger operation and a classroom-style walk-through of the network management portal. This training is subject to travel costs plus 10% per location and must be scheduled 3-4 weeks in advance.</p> <p>~Training is conducted by NCC's expert team or, when applicable, in collaboration with the manufacturer/network provider to ensure platform-specific expertise.</p> <p>Maintenance & Equipment Training.</p> <p>NCC assists clients in understanding basic troubleshooting and preventive maintenance practices.</p> <p>While NCC does not currently provide in-depth maintenance training in-house, we work with our O&M partners and manufacturers to offer more advanced maintenance training options as needed.</p> <p>Ongoing Support & Additional Training.</p> <p>Additional online training can be scheduled at any time for new staff, system updates, or refresher courses.</p> <p>NCC provides on-demand guidance and documentation for clients who need additional resources beyond formal training sessions.</p>	*

45	Describe any technological advances that your proposed Solutions offer.	<p>Curated Innovation: The NCC Advantage.</p> <p>At National Car Charging (NCC), we carefully curate our portfolio to offer best-in-class EV charging solutions that balance quality, reliability, financial stability, and cutting-edge innovation. We don't just sell chargers—we ensure our customers have access to the most advanced, future-ready technology that improves performance, optimizes efficiency, and enhances security.</p> <p>For example, Kempower's spring-based cord management system eliminates the need for pulleys or overhead mounting, making cables easier to handle while simultaneously reducing the risk of vandalism. Their modular design with dynamic power sharing allows for power allocation in increments as small as 25kW, ensuring each vehicle gets the optimal charge, reducing overall charging time. Upgrading is also fast and simple, provided additional capacity is available. On the software side, Kempower's ChargeEye system can identify a vehicle's battery signature, allowing for intelligent fleet pre-conditioning and optimized charging efficiency.</p> <p>Similarly, ChargePoint continues to lead in innovation with its Protect feature, which combines cut-resistant cables with theft-detection software that triggers alarms when tampering is detected. On the software front, ChargePoint's Waitlist feature improves station utilization and driver experience by enabling automated queueing, advanced driver communication, and pricing policies that maximize throughput and reduce idle time.</p> <p>At NCC, we go beyond simply offering chargers—we ensure our customers have access to industry-leading technology that enhances usability, security, and efficiency. By prioritizing both proven reliability and forward-thinking innovation, we help customers build EV infrastructure that's smarter, stronger, and ready for the future.</p>
46	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Sustainability at Our Core: Driving a Cleaner Future.</p> <p>At National Car Charging (NCC), sustainability isn't just part of our business—it's why we exist. From day one, our mission has been to simplify the transition to electric driving while actively supporting a cleaner, more livable planet.</p> <p>Unlike some competitors, we are 100% dedicated to EV charging and do not sell CNG or fossil fuel infrastructure. Our unwavering focus on electrification ensures that every solution we offer directly reduces emissions, advances clean energy adoption, and supports a more sustainable future.</p> <p>Our Green Commitment.</p> <p>Leading by Example - The majority of our team drives electric, and we provide financial incentives to help employees make the switch to EVs.</p> <p>Sustainable Office Practices - We minimize our environmental footprint by recycling everything possible, using recycled paper, installing energy-efficient lighting (and maximizing natural light), and eliminating disposable trade show giveaways. We've even installed bidets in our office restrooms to significantly reduce paper waste.</p> <p>Curated, Eco-Conscious Solutions – We carefully vet and curate our product portfolio to include only the most reliable, energy-efficient, and future-ready solutions from financially stable manufacturers that meet or exceed key environmental and safety standards. Our commitment to longevity means we prioritize durable, high-performance chargers to prevent premature replacements that add to landfill waste. And when hardware does need to be replaced, we emphasize responsible recycling and proper end-of-life disposal.</p> <p>At NCC, we don't just sell EV chargers—we drive the electrification movement forward. Through our sustainable business practices, employee engagement, and commitment to delivering top-tier EV solutions, we are building a cleaner, more efficient, and future-ready world—one charge at a time.</p>

47	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>Sustainability Through Smart, Serviceable Solutions.</p> <p>NCC is committed to sustainability in both the products we offer and our business practices. While NCC does not manufacture its own hardware, we carefully curate our product portfolio to ensure high energy efficiency, extended life-cycle design, and minimal electronic waste.</p> <p>Many of the EV chargers we provide are ENERGY STAR®-certified, a recognized standard for energy efficiency. Additionally, we prioritize hardware from manufacturers that meet or exceed UL, ETL, and/or Buy America/Build America (BABA) requirements, ensuring compliance with key sustainability and environmental, and safety regulations.</p> <p>Beyond certifications, our approach to sustainability goes further. We actively avoid non-serviceable, disposable hardware in our product portfolio as they only contribute to electronic waste. Instead, we focus on field-serviceable, upgradable chargers that can be refurbished and maintained for extended use. For hardware replacements, we arrange responsible recycling through certified e-waste disposal partners, ensuring that outdated equipment is properly processed instead of ending up in landfills.</p> <p>While NCC itself has not received specific third-party eco-labels, we work exclusively with manufacturers that prioritize high-efficiency technology, sustainable materials, and environmentally responsible production methods.</p>
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48	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>What Sets National Car Charging (NCC) Apart?</p> <p>After 13 years of delivering EV charging solutions across 48 states, National Car Charging has become a trusted leader in the industry. Our success isn't just about selling charging stations—it's about providing confidence, expertise, and long-term value to our customers.</p> <p>A Carefully Curated, Best-in-Class Portfolio.</p> <p>At NCC, we don't sell everything—we sell the best. Unlike many resellers that offer a broad range of products with little oversight, we rigorously vet every product and service before adding it to our portfolio. Our four strict selection criteria ensure that our customers invest in safe, reliable, and future-ready charging solutions:</p> <p>Certified Safety - Every product must be UL or Intertek listed—a critical safeguard that shockingly, many products entering the U.S. fail to meet. Nothing is more important than the safety of our customers and their users.</p> <p>Proven Reliability - If a product doesn't perform consistently in the field, we won't sell it. Too often, we've been called to replace failing units sold by other resellers—brands we've intentionally chosen not to represent due to their poor track record.</p> <p>Financially Stable Manufacturers & Providers - We protect our customers from the uncertainty of market exits and bankruptcies by only working with financially secure manufacturers and software providers. This ensures long-term support, software updates, and uninterrupted service.</p> <p>Unique Value & Innovation - Every product in our portfolio offers something unique, whether it's superior cable management, advanced fleet capabilities, or a competitive pricing advantage. We deliberately minimize portfolio overlap, focusing only on the most innovative and high-performing solutions.</p> <p>Unbiased, Customer-First Approach.</p> <p>Because we carry multiple brands, we have the flexibility to find the best fit for each client rather than pushing a single, one-size-fits-all solution. Our approach is simple:</p> <ul style="list-style-type: none"> ~We start with the customer's use case and work backward to find the best solution. ~We provide multiple options when appropriate and explain the pros and cons of each. ~We ensure customers feel confident in their decision, knowing they're investing in the right solution for their needs. <p>Unmatched Industry Experience & Strategic Support.</p> <p>With over 12,000 charging ports deployed nationwide, we bring an unparalleled depth of experience in virtually every vertical market. We've seen the common pitfalls, challenges, and evolving trends, allowing us to guide our clients through every step of their electrification journey.</p> <p>Beyond product selection, we offer:</p> <ul style="list-style-type: none"> ~Strategic Planning & Future-Proofing – Helping clients plan not just for today, but for the future as EV adoption grows. ~Incentive & Grant Support – Assisting with funding identification, applications, and compliance to maximize cost savings. ~Project Management – Coordinating logistics, timelines, and deployment to streamline installations and avoid delays. ~A Trusted Network of Industry Experts – Whether it's engineering, installation, post-sale service, or long-term O&M, we connect customers with top-tier professionals—sometimes through our partners, and increasingly through our own in-house services. <p>The NCC Difference - A True Partner in EV Infrastructure.</p> <p>We're not just a reseller—we're a strategic partner invested in our customers' long-term success. By offering only the best solutions, leveraging our deep industry expertise, and providing comprehensive support beyond the sale, we ensure our customers get the most reliable, cost-effective, and future-ready EV charging solutions on the market.</p>
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49	Describe all end-user payment methods offered for charging, as applicable.	<p>Seamless & Future-Ready Payment Solutions.</p> <p>At National Car Charging (NCC), we ensure EV drivers have flexible, user-friendly payment options that cater to a variety of preferences and technologies. Depending on the hardware and software selected, payment methods typically include:</p> <ul style="list-style-type: none"> ~RFID Cards – Network-issued or RFID-enabled credit cards for quick, tap-to-pay access. ~Mobile Apps – Convenient app-based payments through manufacturer or third-party platforms. ~Digital Wallets – Apple Pay and Google Wallet compatibility for effortless transactions. ~QR Code Scanning – Instant access to payment portals without needing an app. ~Toll-Free Phone Support – A reliable, accessible option for users without smart devices. <p>Looking ahead, most of our manufacturers and software partners are ISO 15118-ready, enabling Plug & Charge technology. This cutting-edge capability will allow drivers to simply plug in and have the charger automatically authenticate and process payment—eliminating the need for cards or apps. As the industry evolves, NCC is committed to providing future-proof solutions that enhance the EV charging experience.</p>
50	Identify the data collected when your equipment, products, and services are accessed by an end-user.	<p>Data Collection & Management in EV Charging.</p> <p>As a Value-Added Reseller (VAR), National Car Charging (NCC) does not develop or own charging station management software. However, we partner with industry-leading software providers that collect and manage essential data to optimize station performance, enhance user experience, and support station owners in maintaining reliable operations.</p> <p>Data Collected for Station Owners.</p> <p>To ensure seamless station management and financial transactions - software providers collect various types of data, including:</p> <ul style="list-style-type: none"> ~Account Information - Contact details (name, email, phone, address), organization tax ID, and banking information for electronic payments. ~Purchase History - Transaction records related to charging equipment, software subscriptions, and services. ~Station Usage Data - Insights into energy consumption, session duration, post-charging dwell time, and revenue collection. ~Station Health & Performance - Real-time monitoring of charger location, error codes, connectivity strength, and service history. ~Anonymized Driver Data - While general driver behavior is tracked, individual driver information remains anonymous unless the driver joins a custom group where their details are shared with the station owner. <p>Data Collected for EV Drivers.</p> <p>For users charging their vehicles, software providers collect:</p> <ul style="list-style-type: none"> ~Contact Information - Name, email, and phone number when creating an account. ~Charging Session Details - Location, session start/end times, energy consumed, and post-session dwell time. ~Billing & Payment Data - Payment methods, transaction history, and membership status. ~Custom Group Memberships - If a driver joins a restricted access network (e.g., corporate or fleet charging stations) - their data may be visible to the station owner for usage tracking and reporting. <p>Commitment to Data Privacy & Security.</p> <p>All data collected by our software partners is handled with strict security protocols and compliance standards. NCC ensures that our partners prioritize user privacy, secure financial transactions, and transparent data practices. We work with trusted, industry-leading software providers who are committed to safeguarding station owners' and drivers' information while delivering data-driven insights that enhance the EV charging experience.</p>

51	Describe applicable data security measures and identify any services performed outside the US or Canada, as applicable.	<p>Rock-Solid Security for EV Charging Data.</p> <p>As a Value-Added Reseller (VAR), we take data security seriously—which is why we only partner with industry leaders who uphold the highest security standards. While the responsibility for security lies with our networking providers, we ensure that every partner we work with meets strict compliance and cybersecurity protocols.</p> <p>Here's how our partners are leading the way:</p> <p>~ChargePoint – One of only two EV charging networks in the U.S. to be FedRAMP certified, making it approved for federal properties. More details: https://trust.chargepoint.com</p> <p>~AmpUp – Committed to best-in-class security. Learn more: https://trust.ampup.io</p> <p>~EV Connect – Built with top-tier security protocols. Details: https://www.evconnect.com/our-story/security-certifications</p> <p>~Kempower ChargEye – Kempower is ISO/IEC 27001:2022 certified under Certificate Number FI241115-170, issued by KPMG IT Certification Ltd. This certification covers Kempower's Information Security Management System (ISMS), including RDI and operations in Finland and the USA, as well as ChargEye cloud services, backend systems, physical charging devices, and embedded software. The certification was issued on November 15, 2024, and is valid until November 15, 2027.</p> <p>Beyond certifications, EV Connect and ChargePoint have also been vetted through the federal NEVI program, which enforces strict network and data security requirements. Both providers host on Amazon AWS, ensuring redundancy across multiple regions for enhanced security and reliability.</p> <p>If you have deeper security questions, we're happy to arrange direct conversations with any of our networking partners to give you the confidence you need.</p>	*
52	Demonstrate your capabilities around long-term stewardship of proposed equipment, products, or services offered such as maintenance, performance warranties and guarantees, operational uptime, hardware warranties, and similar stewardship functions.	<p>Elevating Service & Uptime: NCC's Commitment to Customer Support</p> <p>As a Value-Added Reseller, our role in post-sale service and uptime has traditionally been part of a larger ecosystem—working alongside hardware manufacturers, software providers, and operations & maintenance (O&M) networks. When issues arise, our customers trust us as their first point of contact, and we step in as the “air traffic controller”—coordinating multiple parties, advocating for our customers, and ensuring swift issue resolution. We have provide this service at little to no cost additional cost as part of our commitment to exceptional customer support.</p> <p>In 2025, National Car Charging is taking service and O&M in-house to provide faster, more efficient, and more reliable support in key markets. This strategic move not only enhances our ability to directly serve our customers but also establishes a nationwide platform for managing subcontractors, ensuring a seamless service experience across the country.</p> <p>This initiative is part of a broader effort to maximize uptime and service quality, including our partnerships with ChargerHelp! and EV Star—further strengthening our ability to deliver industry-leading support and maintenance solutions.</p>	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
53	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.	Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Though we are not MBE certified, we do believe in a diverse workforce. 46% of our workforce is made up of minorities. In addition, 100% of our Hawaii team was born & raised in-state & attended Kamehameha schools	*
54		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Though we are not a WBE certified business, 46% of our workforce is made up of women. In addition, 40% of our executive team is women.	*
55		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No.	*
56		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No.	*
57		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No.	*
58		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Though we haven't pursued official Federal SBA certification, we do meet the requirements of this certification.	*
59		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No.	*
60		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No.	*

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
61	Describe your payment terms and accepted payment methods.	<p>Flexible & Cost-Effective Payment Terms.</p> <p>We offer straightforward and transparent payment options designed to keep costs low for our customers. Our standard payment terms are Net 30, and we accept checks, ACH, and wire transfers for seamless transactions.</p> <p>While we do have the ability to accept credit cards and P-cards, we actively discourage their use whenever possible, as merchant processing fees unnecessarily increase costs—a burden we aim to minimize for our customers. Our goal is to ensure that every dollar spent goes toward quality EV infrastructure, not unnecessary transaction fees.</p>

62	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Flexible Financing & Leasing Solutions – Maximizing Value for Public Sector Budgets.</p> <p>NCC offers customizable financing and leasing options to help customers invest in EV infrastructure without large upfront costs. Our traditional financing and leasing plans typically include a \$1 buyout at the end of the term, allowing for full ownership upon completion. Terms range from 1 to 5 years, providing flexibility to match budgetary and operational needs while ensuring the most efficient use of taxpayer dollars.</p> <p>For select products, we also offer Charging as a Service (CaaS)—a subscription-based model that bundles hardware, software, and maintenance into a single payment. However, most public sector customers opt for outright purchasing or traditional financing, as CaaS often results in higher long-term costs that may not align with fiscal responsibility and efficient spending of public funds.</p> <p>Our team is committed to helping agencies, schools, and municipalities maximize their budgets while building a future-proof EV infrastructure that delivers the best return on investment.</p>	*
63	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>Attachments include:</p> <ul style="list-style-type: none"> * Sample NCC's Quote & Invoice * Copy of NCC's current Terms and Conditions * Copy of current AmpUp MSSA * Copy of current AmpUp Terms and Conditions * Copy of current Beam Terms and Conditions * Copy of current ChargePoint MSSA * Copy of current ChargePoint Assure Terms and Conditions * Copy of current ChargerHelp! Terms and Conditions * Copy of current EV Connect MSA * Copy of current EV Connect software agreement * Copy of current EVSTAR Terms and Conditions * Copy of current Kempower warranty Terms and Conditions * Copy of current G9EV (formerly JuiceBar/Oasis Charging) warranty * Copy of current LG product manual * Copy of current Tritium warranty 	*
64	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	<p>P-Card Acceptance & Commitment to Cost Efficiency.</p> <p>We accept P-cards for transactions under \$20,000, which aligns with our daily processing limit. However, due to merchant processing fees, a 3.5% surcharge applies—mirroring the cost imposed by our payment processor.</p> <p>Rather than increasing prices across the board to absorb these fees, we prioritize lower everyday pricing for all customers while applying a surcharge only when a P-card is used. As taxpayers ourselves, we are committed to responsible spending and have found that P-card usage provides little added value to the transaction. In practice, ACH and paper checks remain the preferred payment methods for the vast majority of our customers. Despite processing tens of millions of dollars in EV charging solutions annually, only a handful of customers request P-card payments each year, reinforcing that most organizations find traditional payment methods more cost-effective and practical.</p>	*

65	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Transparent & Fair Pricing Model.</p> <p>Given the long-term nature of this agreement and market volatility, NCC believes the fairest and most consistent pricing structure is a percentage discount off the list price on a line-item basis, with shipping and taxes listed separately. This approach ensures that customers receive accurate, real-time pricing without unnecessary markups, particularly in categories like shipping, which has seen significant fluctuations in recent years. By keeping shipping costs transparent, we also give customers the flexibility to use their own preferred shipping providers if desired.</p> <p>Because margins vary across different product lines and even within product categories, NCC calculates and displays the discount for each individual SKU, ensuring customers receive the best possible value for every product. Our uploaded pricing sheets will clearly outline standard list pricing, the Sourcewell discounted price, and applicable SKUs, providing straightforward, competitive, and transparent pricing for Sourcewell members.</p> <p>This pricing model ensures fairness, flexibility, and cost efficiency, allowing Sourcewell members to maximize their budgets while accessing high-quality, future-ready EV charging solutions.</p>	*
66	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Quantifying Our Pricing Discount.</p> <p>NCC's pricing proposal is based on a percentage discount off the Manufacturer's Suggested Retail Price (MSRP) or list price, ensuring transparency and value for Sourcewell members. Due to variations in manufacturer pricing structures, product lines, and margins, discounts range from 0% on items with no built-in margin to over 25% on higher-margin products.</p> <p>Our approach is designed to offer the best possible pricing while maintaining high-quality service and long-term customer support. All applicable discounts will be clearly reflected in our uploaded pricing sheets, showing both the list price and the Sourcewell discounted price for each SKU.</p>	*
67	Describe any quantity or volume discounts or rebate programs that you offer.	<p>We believe in offering the best possible pricing to every customer, every time—without unnecessary markups or artificial discounts. As a top-tier partner for the brands we represent, we already secure the maximum available discounts and pass those savings directly to our customers.</p> <p>Rather than creating volume discounts as an artificial construct, we focus on pricing consistency and long-term value. Many of our customers start with small initial orders that grow into larger, repeat purchases, and they appreciate knowing they're getting the best price from the start—without having to negotiate or meet a minimum threshold. Our approach ensures fair, competitive pricing for everyone, whether it's your first charger or your fiftieth.</p>	*

68	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “non-contracted items”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	<p>Flexible Pricing & Seamless Procurement for Non-Listed Products</p> <p>At National Car Charging (NCC), we are committed to ensuring Sourcewell members receive the best pricing and procurement flexibility—even when a requested product or service isn't currently on the contract. Our 4-step approach ensures transparency, cost-effectiveness, and alignment with the spirit of cooperative purchasing:</p> <ol style="list-style-type: none"> 1. First, we try to add it to the Sourcewell contract. Unless the request is urgent, we will work to formally add the item or service to our Sourcewell catalog with pricing that aligns with similar products. 2. If immediate contract addition isn't feasible, we offer comparable discounts. If the request involves a new product within an existing manufacturer's lineup, we apply a discount in line with similar items in that category—ensuring fairness and consistency. 3. If steps 1 and 2 aren't viable, we price-match against other cooperative contracts. We conduct competitive research across similar cooperative buying programs and attempt to match or beat those prices to maintain cost competitiveness. 4. As a last resort, we apply a minimal markup. If no cooperative contract pricing is available, we limit our markup to just 10% over our acquisition cost—ensuring members still receive a highly competitive price. <p>This client-first approach ensures Sourcewell members can access the widest range of high-quality EV charging solutions while benefiting from transparent, fair, and competitive pricing.</p>
69	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>While NCC strives to provide transparent, upfront pricing, there are some potential costs associated with the total acquisition of EV charging solutions that may not be included in our submitted pricing. These costs are typically determined by third parties and vary based on project scope, site requirements, and customer preferences.</p> <p>Potential Additional Costs.</p> <p>~Transaction Processing Fees – These are charged by the networking provider (not NCC) and vary based on the payment method and network agreement.</p> <p>~Installation Costs – Turnkey or stub-up installation is not always included in our standard pricing and will be quoted separately based on site conditions and customer requirements. If installation is required, it may be provided by NCC's vetted contractor network, manufacturer-recommended installers, or a customer's preferred electrician.</p> <p>~In-Person Training – While NCC provides free virtual training, certain manufacturers may require in-person training, which would be quoted separately and may include travel expenses.</p> <p>~Custom Site Work & Electrical Upgrades – Costs for site preparation, trenching, panel upgrades, or other required electrical infrastructure work are not included in standard pricing and will be quoted separately by licensed electricians or contractors.</p> <p>~Tariffs & Regulatory Fees – While NCC remains committed to honoring the pricing provided in our response, we cannot anticipate or absorb unforeseen regulatory changes. Any future tariffs, duties, or fees imposed by governmental or regulatory authorities are entirely beyond NCC's control and would be assessed separately at the time of purchase. Should such costs arise, NCC will transparently communicate any potential impacts and work with customers to navigate the best available options.</p>

70	<p>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>Freight, Shipping, and Delivery Program.</p> <p>At NCC, we take a flexible, transparent, and customer-first approach to freight, shipping, and delivery. Shipping costs are not included in standard pricing and are quoted separately based on order size, weight, shipping method, and destination. We strive to provide the most accurate, competitive shipping rates while giving Sourcewell participating entities options that best fit their needs.</p> <p>Shipping Carriers & Rate Comparisons.</p> <p>We maintain strong relationships with UPS, FedEx, and a network of freight forwarders to offer flexible and cost-effective shipping solutions. For every order, our Operations team carefully evaluates carrier options and compares rates to secure the best pricing. We also obtain quotes from the manufacturer and even the customer, as they may have access to better shipping rates.</p> <p>Shipping Cost & Quoting Process.</p> <p>~Because shipping costs have been extremely volatile in recent years and are anticipated to continue to rise, NCC aims to provide competitive shipping and freight rates by passing through costs as accurately as possible, ensuring fair and transparent pricing for our customers.</p> <p>~Customers have the option to use their own shipping account if they prefer.</p> <p>Delivery Timelines & Options.</p> <p>~Standard Ground Shipping: Typically arrives within 5-7 business days for most locations.</p> <p>~Expedited Shipping: Available upon request, subject to additional charges.</p> <p>~Freight Deliveries: Used for larger orders and typically take 7-14 business days, depending on location and carrier availability.</p> <p>Order Tracking & Customer Support.</p> <p>~Customers receive tracking information as soon as it becomes available.</p> <p>~Our Operations team actively monitors shipments to help prevent delays and ensure smooth delivery.</p> <p>~If any issues arise, NCC works directly with the carrier to resolve delays, damages, or lost shipments quickly.</p> <p>Shipping to Hawaii & Alaska.</p> <p>As previously mentioned, NCC holds the largest market share in Hawai'i, operating through our subsidiary, Aloha Charge. While we fully service Hawaii and Alaska, shipping costs to these locations are typically higher due to logistics. We work closely with local and national providers to help mitigate costs where possible.</p> <p>By providing flexible shipping solutions, transparent pricing, and hands-on support, NCC ensures that Sourcewell members receive their EV charging orders efficiently, affordably, and with confidence.</p>
71	<p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p>	<p>Just like in Question 70, we go the extra mile to secure the best shipping rates for Hawai'i, Alaska, Canada, and other offshore locations.</p> <p>As Hawai'i's #1 EV charging provider, we know the ins and outs of getting equipment where it needs to go—fast and cost-effectively. For example, we've found that "2-Day Air" often beats "Ground" or "Freight" on price and speed when shipping to Hawai'i.</p> <p>Our goal is to optimize every shipment so customers get their chargers quickly, affordably, and without hassle.</p>

72	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For customers near our Denver, CO headquarters, we frequently receive deliveries at our warehouse to maintain greater control over the process. This allows us to inspect shipments, verify all components, and prevent delays before the hardware reaches the installation site. From there, we either personally deliver the equipment or coordinate with the installer to ensure a smooth handoff—guaranteeing that everything arrives intact and ready for deployment.	*
73	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Our team will have dedicated Sourcewell-specific pricing sheets, ensuring that every quote and order is correctly tagged in our accounting system with the Sourcewell contract number clearly identified. To maintain accuracy, our Accounting Manager will quality-check all outgoing POs and invoices against the pricing sheets—meaning every order goes through at least two sets of eyes before it's finalized. This isn't new to us—we've worked with state contracts and cooperative purchasing programs for years, refining our process to ensure accuracy, efficiency, and a consistently smooth experience for our customers.	*
74	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	As mentioned in our response to Question 73, we diligently track lead sources and program participation by applying detailed tags in our CRM and accounting systems. This allows us to quickly and accurately identify which sales originate from a cooperative purchasing program versus other sources. These tags serve a dual purpose—they act as a quality control checkpoint, ensuring accurate pricing and contract compliance, while also feeding into our marketing analytics. By reviewing these reports and lead sources, we can evaluate program effectiveness, optimize outreach strategies, and refine our marketing efforts to drive even greater engagement and success.	*
75	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Based on our experience with cooperative purchasing programs, we propose a fair and scalable administrative fee structure designed to support program success: ~For the first \$1,000,000 in sales (excluding shipping and taxes) over the term of the agreement, we would remit a 1.5% administrative fee. ~Once sales exceed \$1,000,000, the administrative fee would adjust to 2.0% for the remainder of the contract. This approach ensures sustainable contributions while allowing for growth and long-term value for all parties involved.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
76	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	While every contract has different structures, National Car Charging strives to ensure parity among all of our state contracts and cooperative buying agreements.	*

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

Line Item	Question	Response *	
77	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	Powering the Future with Smarter, More Sustainable EV Solutions. At National Car Charging, we don't just provide charging solutions—we deliver the right solution for your needs. As a trusted partner to Sourcewell members, we offer a diverse, best-in-class portfolio of EV charging hardware, networking providers, and service partners, ensuring flexibility, reliability, and long-term value. For more extensive information about solutions offered, please see the "Additional Document" section for uploaded data sheets from each of our manufacturers and partners. Unlike providers who push a one-size-fits-all approach, our extensive portfolio allows us to customize solutions that align with your specific goals—whether for public	

agencies, fleets, or commercial applications. We focus on scalability, performance, and user experience, ensuring that every charging station meets today's needs and adapts to tomorrow's demands.

We don't cut corners on quality and longevity—every product we recommend is built to last, not end up in a landfill in a few years. Our selection of proven, durable Level 2 and DC fast chargers is engineered for maximum uptime, easy maintenance, and long-term performance. Paired with intelligent networking software, our solutions create a future-proof infrastructure that evolves with industry advancements rather than becoming obsolete.

With NCC, you're not just installing chargers—you're investing in lasting success, sustainability, and innovation.

AmpUp: EV Charging made simple

- ~Hardware agnostic software solutions for commercial EV Charging
- ~Includes features like access control, revenue collection, load management, and reservations
- ~Available for L2 or DCFC stations from most manufacturers

BEAM Charging

- ~The pioneer and largest provider of off-grid EV charging solutions with the EV Arc products, allows for solar charging with a footprint of only one parking space. Available with either 30kWh or 40kWh batteries and an optional grid-backup connection. Multiple charging stations can be connected to the EV Arc.
- ~Available custom trailer allows for easy movement of the BEAM EV Arc as needed.

ChargePoint: Industry-Leading Smart Charging Solutions.

- ~CPH Series – Residential L2 charger (also ideal for take-home fleet vehicles), up to 12kW
- ~CPF Series – L2 charger for fleets, hospitality, and multifamily, up to 12kW
- ~CP4000 Series – L2 public-facing & multi-use charger, up to 7kW
- ~CP6000 Series – L2 public-facing & multi-use charger, up to 19kW
- ~CPE Series – DC Fast Charger (DCFC), standalone multi-use, 62.5-80kW
- ~Express Plus – Modular DCFC system, 40-500kW, ideal for high-traffic locations
- ~Networking Plans – POWER, COMMERCIAL, ENTERPRISE, FLEETCOMM
- ~Warranty Plans – Parts-only, parts & labor, critical parts & labor, customer-managed labor
- ~BABA-Certified Systems – Available in the CP6000 and Express Plus lines

ChargerHelp!: Nationwide Operations & Maintenance Support

- ~Comprehensive O&M Services – Repair & preventative maintenance for L2 & DCFC
- ~Expanding Coverage – Available in many major metro areas today, with rapid expansion underway

EV Connect: Simplified Network Management

- ~Comprehensive EV charging management software to manage access, pricing, and performance on your charging stations
- ~Intuitive management tools and premium support
- ~Available for L2 or DCFC stations from most manufacturers

EV Star: Extended Warranty & Service Protection

- ~First-of-Its-Kind Third-Party Warranty Provider – Covering parts and labor for up to 5 years
- ~Ideal for Supplementing Factory Warranties – Provides additional coverage beyond manufacturer-backed parts-only warranties

G9EV: Flexible & Cost-Effective Charging Solutions

- ~L2 Chargers – Single or dual-port, 7-19kW
- ~Warranty – Parts-only
- ~BABA-Certified Units Available

Kempower: Advanced Modular & Mobile DCFC Solutions

- ~T-Series – Moveable DCFC, 50kW
- ~C-Series – Modular DCFC, 50-600kW, including S-Series single or dual-port satellites
- ~C-Station – All-in-one DCFC, 50-400kW, expandable with up to two additional satellites
- ~ChargEye – Charger management software with multiple feature levels
- ~Warranty Options – Parts-only & parts & labor coverage
- ~Training – Online and in-person training courses
- ~BABA-Certified Systems – Available

LG: High-Performance L2 & DC Fast Charging Solutions

- ~L2 Chargers – Single-port units, up to 19kW
- ~DC Fast Chargers – 30kW wall-mounted, single cable

		<p>~Standalone DCFC – Available in 60, 90, or 120kW configurations</p> <p>~Modular DCFC – 175kW or 350kW options for scalable high-power charging</p> <p>Tritium: DC Fast Charging Solutions</p> <p>~Non-networked and Networked DCFC hardware solutions</p> <p>~50-600kW unit options</p>	
78	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>As a Value-Added Reseller, NCC delivers comprehensive, tailored EV charging solutions with an unmatched level of objectivity—something single-manufacturer providers simply can't offer.</p> <p>Our carefully curated portfolio includes best-in-class (1) hardware, (2) software (networking/cloud services), (3) extended warranties, (4) shipping, and (5) expert consulting to ensure seamless deployment and long-term success.</p> <p>Additionally, we leverage our nationwide network of trusted partners to provide (6) engineering, installation, and project management services, giving our customers a one-stop, end-to-end solution for all their EV infrastructure needs.</p>	*
79	Demonstrate your experience and capabilities installing and supporting Level 3 DC Fast Chargers	<p>National Car Charging has played a pivotal role in deploying thousands of DC Fast Chargers nationwide, helping to expand reliable EV infrastructure across every major market.</p> <p>Our expertise and leadership were instrumental in delivering the entire first phase of Hawai'i's NEVI award, a testament to our ability to execute large-scale, high-impact projects.</p> <p>As the EV revolution accelerates, NCC continues to be a driving force behind the expansion of fast, accessible, and future-ready charging solutions.</p>	*
80	Demonstrate the capabilities of proposed equipment, products, or services in regard to Charger-to-Charger Network Communication, Charging Network-to-Charging Network Communication, and Charging Network-to-Grid Communication.	<p>We deliver cutting-edge networked charging solutions that ensure seamless communication between chargers, networks, and the grid—maximizing efficiency, connectivity, and future scalability.</p> <p>Charger-to-Charger Network Communication – Our primary software providers, ChargePoint and EV Connect, enable real-time communication between chargers at the same site, ensuring intelligent power sharing and dynamic load balancing. This means every vehicle gets the optimal charge, reducing wait times and preventing unnecessary power strain.</p> <p>Charging Network-to-Charging Network Communication – Charging shouldn't be complicated. That's why our networking partners support roaming agreements with major providers, including EVgo, Shell Recharge, and FLO. This interoperability allows EV drivers to charge seamlessly across networks—without juggling multiple accounts or payment methods.</p> <p>Charging Network-to-Grid Communication – The future of EV charging is smart-grid integration, and we're ready for it. Both ChargePoint and EV Connect are V2G-capable, awaiting finalized industry standards to unlock bidirectional charging, demand response programs, and real-time grid optimization. When utilities are ready, our chargers will be, too.</p> <p>With these capabilities, NCC-powered charging solutions don't just meet today's needs—they anticipate tomorrow's. Whether it's charger-to-charger coordination, network interoperability, or grid integration, our solutions are built for maximum reliability, flexibility, and future-proof performance.</p>	*

Table 7B: CATEGORY 1 ON-GRID *ONLY SUBMIT FOR CATEGORY 1 OR CATEGORY 2*****

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

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

Line Item	Category	Requested equipment, products or services	Offered *	Comments	
81	Category 1: On-Grid Electric Vehicle Supply Equipment and related services	All forms of network and non-network electric vehicle charging hardware and related infrastructure, including charging stations	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our portfolio ranges from basic non-networked L2 charging stations go complete NEVI-certified DC Fast Charging plazas and beyond.	*
82		Services related to the offering of electric vehicle charging hardware, including maintenance, repair, parts, supplies, and training	<input checked="" type="radio"/> Yes <input type="radio"/> No	Services offered include networking plans, warranties, training, post-sale O&M services, and third-party warranties as applicable.	*
83		Site assessment, site preparation and materials, and installation services related to electric vehicle charging hardware	<input checked="" type="radio"/> Yes <input type="radio"/> No	We can offer a full range of site services, including assessment, stub-up installation, and full turn-key installation as requested.	*
84		Electric vehicle supply network service providers and operators, charge monitoring and reporting services, billing services, grid and power management solutions, with related software technology	<input checked="" type="radio"/> Yes <input type="radio"/> No	Depending on the level of networking solution package chosen, features can include station health and monitoring, reporting, revenue collection, access control, power management, and more.	*
85		Category 1 responders MAY include off-grid (Category 2) solutions in their response, are you proposing Category 2 equipment?	<input type="radio"/> Yes <input checked="" type="radio"/> No	We are not proposing off grid at this time.	*

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

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

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

Line Item	Category	Requested equipment, products or services	Offered *	Comments	
86	Category 2: Solar and Off-Grid ONLY Electric vehicle charging hardware and related infrastructure, including charging stations	All forms of network and non-network electric vehicle charging hardware and related infrastructure, including charging stations	<input checked="" type="radio"/> Yes <input type="radio"/> No	We are submitting with the BEAM EV Arc unit	*
87		Services related to the offering on electric vehicle charging hardware, including maintenance, repair, parts, supplies, and training	<input checked="" type="radio"/> Yes <input type="radio"/> No	Networking is available (if a cellular signal can be reached), and O&M services may be available depending on location.	*
88		Site assessment, site preparation and materials, and installation services related to electric vehicle charging hardware	<input checked="" type="radio"/> Yes <input type="radio"/> No	With an off-grid system, the only site assessment and preparation is a flat piece of ground and solar exposure.	*
89		Electric vehicle supply network service providers and operators, charge monitoring and reporting services, billing services, grid and power management solutions, with related software technology	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, where a cellular signal allows for a networking plan.	*
9		Category 2 responders may ONLY offer solutions capable of operating off-grid	<input checked="" type="radio"/> Yes <input type="radio"/> No	We are submitting on both. The EV Arc is first and foremost an off-grid system but does have a grid backup option.	*

Exceptions to Terms, Conditions, or Specifications Form

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

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

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

- [Pricing](#) - NCC-Sourcewell-Pricing-Cat1and2.zip - Tuesday February 18, 2025 13:34:45
- [Financial Strength and Stability](#) - NCC-FinancialsAndResellerLetters.pdf - Tuesday February 18, 2025 13:50:40
- [Marketing Plan/Samples](#) - 2025 NCC - Sourcewell Marketing Plan and Marketing Samples-compressed.pdf - Monday February 17, 2025 20:06:44
- [WMBE/MBE/SBE or Related Certificates](#) - NCC-SBE-Status-Sourcewell.pdf - Tuesday February 18, 2025 13:43:41
- [Standard Transaction Document Samples](#) - SOURCEWELL - NCC Standard Transaction Documents V3-compressed.pdf - Tuesday February 18, 2025 13:30:54
- [Upload Additional Document](#) - SOURCEWELL - NCC Product Portfolio + Spec Sheets V3-compressed.pdf - Tuesday February 18, 2025 13:31:23
- [Requested Exceptions](#) - RFP_021825_Electric_Vehicle_Supply_Eqpt_Master_Agreement-Redline-NCC.docx - Monday February 17, 2025 19:02:33

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - James Burness, CEO, National Car Charging LLC

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

☒ Yes ☐ No

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

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

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