



MASTER AGREEMENT # 021825
CATEGORY: Electric Vehicle Supply Equipment with Related Services
SUPPLIER: Nuvve Holdings

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 Nuvve Holdings, 2488 Historic Decatur Road, Suite 230, San Diego, CA 92106 (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.

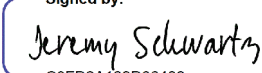
Article 3: Supplier Obligations to Participating Entities

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-NUV

Sourcewell

Signed by:

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

Nuvve Holdings

DocuSigned by:

94D74E28812040C...
By: _____
Gregory Poilasne
Title: Chairman and CEO
Date: 9/15/2025 | 1:24 PM PDT _____

RFP 021825 - Electric Vehicle Supply Equipment with Related Services

Vendor Details

Company Name: Nuvve

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

Address: 2488 Historic Decatur Rd, Suite 230
San Diego, CA 92106

Contact: Rawah Baker

Email: rbaker@nuvve.com

Phone: 619-203-6628

Fax: 619-203-6628

HST#:

Submission Details

Created On: Tuesday February 11, 2025 09:54:34

Submitted On: Friday February 14, 2025 18:04:50

Submitted By: Rawah Baker

Email: rbaker@nuvve.com

Transaction #: cf2ec63a-de14-4abe-9664-a21f42bb16f3

Submitter's IP Address: 147.243.183.49

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.	Gregory Poilasne	*
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).	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	9AXX6	*
5	Provide your NAICS code applicable to Solutions proposed.	541990	*
6	Proposer Physical Address:	2488 Historic Decatur Rd., Suite 230, San Diego, CA 92106	*
7	Proposer website address (or addresses):	www.nuvve.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):	Gregory Poilasne Chairman and CEO gregory@nuvve.com 619-456-5161	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Amanda Drewry Senior Grants Manager adrewry@nuvve.com 615-308-2437	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Denis Borzunov VP of Customer Experience, Transformation and Innovation dborzunov@nuvve.com 619-483-3448	*

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

Line Item	Question	Response *	
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Nuvve is a publicly traded company (Nasdaq: NVVE) accelerating the electrification of transportation through our proprietary vehicle-to-grid (V2G) technology.</p> <p>Founded in 2010, we are headquartered in San Diego (California, USA), with offices in Copenhagen (Denmark), London (UK), Tokyo (Japan), and an R&D Facility in Newark (Delaware, USA).</p> <p>The company was developed out of groundbreaking work conducted at the University of Delaware demonstrating the proof of concept for V2G technology which enables electric vehicle (EV) batteries to store and discharge energy (including energy from renewable sources such as solar and wind), access energy markets, aggregate energy from multiple vehicles to form virtual power plants (VPPs), sell stored energy back to the grid, and perform grid services. Nuvve owns both domestic and international V2G patents and launched demonstration projects in Asia and Europe starting in 2010 to prove the efficacy and benefits of our cloud-based V2G aggregation platform in various scenarios, including a demonstration that combined the energy from EV batteries from 10,000 vehicles! Nuvve has had commercial operations with fleets in Denmark for eight 8 years and is deploying V2G solutions focused on the electrification of school bus and other fleets here in North America since 2021.</p> <p>Nuvve's mission is to catalyze EV adoption, provide resiliency to the electric grid, and create an innovative storage solution for renewable energy sources through V2G. We have developed an ecosystem of critical partnerships with automakers, utilities, fleet managers, and investors to help fulfill our vision for a greener planet.</p>	*
12	What are your company's expectations in the event of an award?	As a current partner of Sourcewell, we highly value our existing relationship and see it as mutually beneficial. In the event of an award, Nuvve's expectation would be to continue the growth of our sales with Sourcewell, building on the momentum of our first contract, by increasing awareness of our wide array of product offerings to more Sourcewell members, allowing them to streamline the procurement process for faster transactions to accelerate electrification of their fleets and help Sourcewell members timely execute their electrification plans. Other goals and expectations are to continue partnering with Sourcewell to further educate and increase awareness on the benefits of Vehicle to Grid technology that is available today through our Nuvve charging solutions that can optimize the cost of ownership for end users.	*
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>Nuvve has a strong financial backing and has provided supporting documents with our SEC filings in the upload section of this application. The link is provided below as well for reference:</p> <p>https://app.quotemedia.com/data/downloadFiling?webmasterId=90423&ref=318453483&type=HTML&symbol=NVVE&cdn=f4702d29c5099a3d14b03ea379986a5a&companyName=Nuvve+Holding+Corp.&formType=DEFR14A&formDescription=Revised+definitive+proxy+soliciting+materials&dateFiled=2024-07-16 "</p>	*
14	What is your US market share for the Solutions that you are proposing?	<p>Nuvve holds the patent for its Vehicle to Grid (V2G) Technology and is leading the segment with around 50% market share in V2G for EV fleets for educational institutions. The overall Nuvve market share in the educational institutions EV charging segment is estimated to be around 20%.</p> <p>Nuvve sees a further increase in demand for bi-directional charging stations particularly in the educational sector due to the perfect use case: predictable transportation schedules and ability to discharge the vehicles when they are not in operation and therefore support the electric grid.</p>	*
15	What is your Canadian market share for the Solutions that you are proposing?	The Canadian market share is estimated to be less than 1%, so far Nuvve's primary focus was on the US market.	*
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.	N/A, Nuvve has never petitioned for bankruptcy protection.	*

17	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). 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? 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?	Option b) best describes our organization, as we are a developer of software and in some cases manufacturer of hardware for Vehicle to Grid (V2G) charging systems and also provide the associated energy services. Nuvve has an internal sales team, customer experience team, and service teams. Currently these are employees of Nuvve and not third parties. We also have close partnerships with field service providers to expand coverage of our services and guarantee quick response times. Nuvve will always continue to directly design, develop and support the software system. As V2G technology matures, Nuvve will support and enable third parties to both sell and service V2G charging stations.	*
18	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.	Nuvve's software follows industry standard cyber security requirements and certifications. Our Cyber Policies and Procedures are aligned with National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Revision 5. Our CSMS is OCPP certified, and we also hold OpenADR and IEEE CSIP 2030.5 certifications. All charging stations manufactured by Nuvve hold the required safety and interconnection standards required by UL. For any turnkey solution provided by Nuvve, licensed electrical contractors are used for EVSE installations, commissioning and servicing. Nuvve also prioritizes electrical contractors with the EVTIP certification.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	N/A, Nuvve has not had any debarments or suspensions.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	- 2020 EOY (Entrepreneur of the Year) Award Regional Finalist (Gregory Poilasne) - 2020 EPIC California Energy Visionary Award for Best in Storage and Mobility - 2020 EPIC California Energy Visionary Award for Biggest Impact for Energy Equity - 2022 BNEF Pioneer award winner for our innovative V2G electric charging solution.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Approximately 1%	*
22	What percentage of your sales are to the education sector in the past three years?	Total percentage is 65-70% of total revenue related to education in the past three years (2022-2024)	*
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?	- State of Utah Department of Government Operations - Approximately \$500k annually	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Salt Lake City School District	Ken Martinez Transportation Director	801- 974-8345 Ext: 1002	*
Martinsville Independent School District	Robert Kimbrough Transportation Director - Principal	936-558-8998	*
San Diego Unified School District	John Burciaga Fleet Maintenance Manager	619-208-6456	*

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

Describe your company's capability to meet the needs of Sourcewell 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.	Nuvve's network of sales team is located in its main office in San Diego, CA. We also have a dedicated sales team comprised of full time Nuvve employees that are spread throughout the country to cover all regions of the U.S. and including Canada. Any current opportunities for quoting our product that comes to thru the website, referral or phone is responded to within 24 hours.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Nuvve heavily relies on internal salesforce for direct sales of our products. However, we partner with various entities to promote our products. One of the channels we are actively using is the Referral Program. We have EV OEMs, Dealerships, Utilities and End Customers as our trusted referral partners. Our referral network is growing at a fast pace since the successful launch in 2024.	*
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.	Nuvve's equipment can be installed by any certified installer. We have a network of preferred partner installers we can refer to customers that have all of the proper licenses and qualifications.	*
29	Service force.	Nuvve has a dedicated customer experience and service teams located in San Diego that don't overlap with our sales department. These full time Nuvve employees work remotely and travel to large deployment installations to assist with successful interconnection at no cost to the customer. Nuvve has partnerships with Nuvve trained field service partners and electrical contractors for service and maintenance requirements. We work closely with automotive partners and their dealer network such as Blue Bird, GreenPower, Thomas Build Bus, Micro Bird, BYD and others to provide service and maintenance on charging stations for their customers. Nuvve's service force will continue to cover all territories in the US and Canada.	*
30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Nuvve relies on the direct sales approach. We are also actively developing the network of Referral Partners. In both cases, Nuvve will handle all the orders directly and will continue working with end customers throughout their electrification journey with Nuvve.	*

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>Customer Service Program Overview: Nuvve's Customer Service Program is designed to ensure a seamless experience from onboarding through ongoing support. Our process is structured to provide efficient, responsive, and proactive assistance to our customers, with clear commitments to service quality and response times.</p> <p>Onboarding & Deployment Process: The Customer Experience Team takes over from the Sales team to guide customers through a structured onboarding process. For larger deployments, an assigned Project Manager ensures smooth execution.</p> <p>The onboarding process includes:</p> <ul style="list-style-type: none"> - Welcome Email & Onboarding Questionnaire – Captures customer needs and expectations. - Software Credentials & Training – Provides access to our FLEETBOX™ platform and necessary training. - Shipping Coordination & Confirmation – Ensures timely delivery of charging equipment. - Site Walks & Project Timeline Management – Coordinates installation readiness. - Installation & On-Site Commissioning (for DC chargers) – Facilitates hardware setup and integration. - Power-Up & Go-Live Support – Assists in activating the system and ensuring operational stability. <p>Ongoing Customer Support: Our dedicated Customer Experience and Engineering Support teams provide continuous assistance through multiple channels:</p> <ul style="list-style-type: none"> - Local Live Phone Support – Available during regular business hours. - 24/7/365 Remote Monitoring & Control – Ensures real-time system oversight and troubleshooting. - Multiple Support Channels: <ul style="list-style-type: none"> * Email * Self-Service Portal * FLEETBOX™ web & mobile apps * Voicemail with callback service - Regular Software Updates & Bug Fixes – Ensures continuous system improvements. - Response Time Commitments <p>Nuvve is committed to industry-leading response times, offering:</p> <ul style="list-style-type: none"> - Standard Support – on-site support within 72 hours for non-urgent issues. - Expedited Support – on-site support within 4 hours for urgent cases. - Field Service Support – Provided through our nationwide service provider network. <p>Maintenance & Service Plans: Customers can opt for tailored maintenance plans for their charging equipment:</p> <ul style="list-style-type: none"> - Scheduled Maintenance Visits – Options for one, two, or four visits per year. - Break & Fix Services – Available at an additional cost through our service provider network. <p>Service Quality & Performance Incentives: Customer Experience Team KPIs:</p> <ul style="list-style-type: none"> - Quarterly evaluations based on customer satisfaction surveys. - Internal benchmarks for closing support tickets within 24 hours. - Performance metrics tied to an internal incentive package. - Service Level Agreements (SLAs) with Field Partners: <ul style="list-style-type: none"> * Contracts include penalties for non-performance, ensuring high service reliability. <p>Nuvve's Customer Service Program is designed to provide fast, reliable, and proactive support, ensuring that customers receive the best experience while maximizing uptime and efficiency for their V2G and charging solutions.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Nuvve is willing and capable of providing its products and services to all participating entities within Sourcewell.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Nuvve is willing and able to provide its products and services to Sourcewell participating entities within Canada. Nuvve has active experience in shipping out products to various customers in Canada.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	There are no specific requirements and restrictions.	*

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.	In general, all account types of Participating Entities will have full access to our Solutions if awarded an agreement. However, in cases where specific requirements—such as compliance with certain certifications or standards—are necessary, access may be temporarily limited until those requirements are met. For example, if a Participating Entity mandates a certification that we are in the process of obtaining, services may not be immediately available until compliance is achieved.	*
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific requirements and restrictions.	*
37	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*
38	Describe the process for installation of your products and services and explain the method of quotation, as applicable.	There are two main options to conduct the installation of our hardware products and enabling our services: 1. Installation by the installer selected by the end customer - in this case we'll work with the installer on the project timeline, installation requirements, training and documentation. Our team will handle the shipping of the equipment when required by the agreed project timeline. Then the charging stations would be commissioned by the hardware OEM or a certified third party provider (which would also be coordinated by our team). In this case the customer would obtain the quote from the installer directly. 2. If the customer wants to rely on our capabilities for project management and installation, we will obtain one or multiple quotes from our trusted EPC partners and discuss the final selection with the customer. The rest of the process would look very similar to Option 1 with Nuvve coordinating the project and supporting the end customer at every step of deployment and aftersales support.	*
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.	We have over 600 V2G capable charging stations deployed across the US and Canada. Our main focus is electric school bus fleets, and we have deployments of different complexities starting from a few L2 AC chargers to larger deployments carrying a combination of L2 and L3 chargers, with 20+ chargers per one location. We are also developing large V2G hub projects, for example a Fresno EOC Transit System (https://nuvvev2ghubs.com/fresno-eoc/) which includes: charging capabilities for the fleet of 50 vehicles, 2.5MW on-site solar generation and battery energy storage and state of art micro-grid to offset vehicle and site energy load.	*

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>Since Nuvve received a Sourcewell award in 2021, Nuvve's full time marketing team and consultants created a dedicated page on our www.nuvve.com website with a link to Sourcewell. We showcase the Sourcewell logo to click directly on the for quick access. On this dedicated webpage we highlight the benefits of Sourcewell for potential and existing customers' procurement needs not just for charging stations but all other benefits. We also made a press release (with the approval of Sourcewell) that was picked up by many specialized media outlets.</p> <p>Additionally, Nuvve added Sourcewell in our printed/PDF marketing material that includes our Level 2 and DCFC-V2G specifications. Nuvve engages in regular presentations to school districts, contractors/installers and government agencies where we also include the Sourcewell information. Finally, Nuvve regularly post on its social media, LinkedIn regarding this award.</p> <p>We intend to continue and expand this marketing strategy.</p>	*
41	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We currently have a marketing website that we track analytics in order to gauge where traffic is coming from including organic search and referral sources. We use LinkedIn, X/Twitter, BlueSky and Instagram to share Nuvve news, events, and announcements to a broader audience, and have an email list that we use to communicate specific information, including all of Nuvve's press releases, customer wins, news article mentions, and more. We track opening rates of marketing emails.</p> <p>We are utilizing the best-in-class CRM solution that allows us to effectively manage direct customer relationships as well as prospective customer engagement via targeted marketing campaigns.</p>	*
42	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>We view Sourcewell's role as a promoter of contracts via its website and displaying all necessary company/EVSE information. In addition, if there is printed material or information to send out to members outside of the website, Nuvve would like an opportunity to be included in any relevant content or communications.</p> <p>Nuvve sees the unmatched value in a Sourcewell contract and would continue integrating Sourcewell promotional material to all the relevant sales presentations to potential clients. Nuvve would ensure that the customer is aware of Sourcewell and explain the benefits of streamlined procurement process for their EVSEs. Our intent is to not only secure existing Sourcewell members with our products but grow the membership for new members who may not be aware of all the other benefits associated with this membership. We believe that this contract would allow Nuvve to further grow its market share but also promote Sourcewell to all potential clients and customers we meet.</p> <p>Since we have an existing active contract with Sourcewell - our internal processes are well integrated with the agreement. Current integration covers all the main areas such as: marketing and outreach, pricing and quoting, price updates and product additions, terms and conditions, sales and commission reporting etc.</p>	*
43	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Due to the overall complexity of EV charging solutions for fleets, our products and services are currently not available through an e-procurement process. We have electronic customer inquiry forms and quotation request forms, but we see the interaction with our sales team as an essential part of the process at this moment so that we are able to recommend tailored solutions that meet our customer's budgetary constraints and operational needs. However, in the duration of the contract we are happy to work with Sourcewell to explore an e-commerce approach to enable online purchasing of some of our products and solutions.</p>	*

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

Line Item	Question	Response *	
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44	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Live trainings are an essential part of our customer onboarding process. Live sessions are offered to customers during the onboarding procedure and are free of charge. Our Customer Experience team conducts these sessions. Such training sessions are focusing on fleet managers and functionality provided by Nuvve products to them; however, training sessions for drivers are also available per customer's request and also free of charge.</p> <p>We are also happy to provide training per customer request (outside of the standard onboarding process) as a refresher, or as an onboarding for the customer's new team members. The customer can reach Nuvve at support@nuvve.com or by phone to request such training free of charge.</p> <p>Nuvve also provides all the necessary product documentation (e.g. user manuals, reference sheets, specifications) as a part of the customer onboarding process.</p> <p>Nuvve also provides training at no cost to installers and service partners when there is a request by a customer or a partner. Nuvve offers a link to a section of its website that is password protected for installers and end users who need access to instruction material for installation, specifications of the products, monitoring of the system, and basic maintenance.</p> <p>All these training services for either Level 2 or DCFC-V2G are offered at no cost.</p>
45	Describe any technological advances that your proposed Solutions offer.	<p>Nuvve's industry-leading Vehicle-to-Grid (V2G) technology transforms electric vehicles from passive energy consumers into active grid participants. Unlike traditional charging, our bidirectional technology enables vehicles to not only charge but also discharge energy, offering key advantages:</p> <p>Total Energy Management: Our intelligent platform optimizes energy flow across assets, integrating EV charging with on-site solar, battery storage, and grid interactions to maximize efficiency and cost savings.</p> <p>Revenue Generation: EVs can participate in energy markets by supplying capacity when needed.</p> <p>Cost Savings: Stored battery energy can offset building peak demand, reducing electricity costs.</p> <p>Reliable EV Charging: Vehicles always maintain the necessary charge for daily operations while leveraging V2G to enhance overall affordability.</p> <p>Advanced Microgrid & Forecasting Capabilities</p> <p>Nuvve's solutions extend beyond individual sites, offering scalable microgrid implementations that enhance grid resilience. Our microgrid technology integrates bidirectional chargers, solar (where applicable), and battery storage to provide localized energy independence and backup power during outages.</p> <p>Additionally, our AI-driven forecasting capabilities enable predictive energy management by analyzing factors such as weather patterns, grid demand, and EV usage trends. This ensures optimal energy distribution, reducing reliance on costly peak-time electricity.</p> <p>Smart Charging & Dynamic Load Management</p> <p>Unlike most manufacturers offering only unidirectional DC fast chargers, Nuvve's bidirectional DC charging solutions provide direct benefits to end users by enabling energy flexibility and grid support.</p> <p>Our Level 2 "smart charger" integrates advanced energy management software, allowing customers to:</p> <p>Remotely monitor charging stations via desktop or iOS devices.</p> <p>Optimize charging schedules to charge when electricity rates are lowest, reducing demand charges.</p> <p>Trigger emergency charges remotely for immediate power delivery when needed.</p> <p>By combining V2G, Total Energy Management, microgrid solutions, and AI-driven forecasting, Nuvve delivers a comprehensive, future-proof energy ecosystem that enhances sustainability while reducing costs. Our technology is actively deployed in real-world applications, proving its ability to drive resilience, efficiency, and financial benefits.</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>Nuvve's mission is to increase the adoption of electric vehicles and the integration of more renewable energy to the grid. Our software charging algorithms can schedule the charges at the times when the electricity mix on the grid is the greenest and discharge the vehicles batteries when the mix has the highest proportion of polluting fossil fuel generators. For example, chargers managed by Nuvve software participate in California to the Emergency Load Reduction Program and ConnectedSolutions in the Northeast by controlling their charge rate and discharging when the grid faces peaks in demand that would otherwise be served by polluting fossil fired plants. We also capture and manage our customer's LCFS credits.</p> <p>In Europe, Nuvve participates to the EVVE project Funded by the European Union that aims to create a virtual power plant to save 25000 tons of CO2 emissions. This will be certified by the European Climate, Infrastructure and Environment Executive Agency (CINEA.)</p>

47	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Nuvve holds an Energy Star certification for the Nuvve PowerPort Neo EVSE-B-P1-H1 (Level 2 AC charger.) The certification is shown on our specifications marketing material and is uploaded in this submission. Many of our DC chargers are Energy Star certified as well.	*
48	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Nuvve holds a patent portfolio for Vehicle-to-Grid/Vehicle-to-building technology. This is a unique offer in the EVSE industry as other charging stations simply charge the vehicle (also known as unidirectional charging stations). With a DCFC-V2G charging station, the Sourcewell customer can discharge the EV battery energy back to the grid, be used as emergency power back up and/or provide solar integration. But the charging station alone is not sufficient, our software platform and our experience enable to feedback energy into the grid and ensure the drivers will always have the level of charge they need for their daily duties. Other features are dynamic demand charge management (where others only use static limits), frequency regulation and demand response. Our range of stations provides various adapted charge and discharge level, have all possible connectors and are NRTL listed and BABA certified.</p> <p>Another unique attribute for Sourcewell members is a turnkey offer that provides an extended warranty on the charging stations with maintenance included when an agreement is signed between Nuvve and the potential customer.</p>	*
49	Describe all end-user payment methods offered for charging, as applicable.	Nuvve focuses on behind the fence applications that do not require payments. For some high-powered chargers, we do have payment options (such as credit cards) should they be required.	*
50	Identify the data collected when your equipment, products, and services are accessed by an end-user.	<p>Nuvve's FLEETBOX is an intelligent electric vehicle (EV) monitoring and control platform designed to help fleet managers and EV drivers optimize fleet operations. When accessed by an end-user, our system collects and processes various data points to enhance operational efficiency and energy management.</p> <p>Collected Data:</p> <p>Vehicle & Charging Status:</p> <p>Connectivity Status – Indicates whether an EV is plugged in or disconnected.</p> <p>Battery Charge Level – Displays the current state of charge (SoC) of each vehicle.</p> <p>Available Range – Estimates the remaining driving distance based on the current SoC.</p> <p>Charging & Energy Management:</p> <p>Trip Scheduling – Enables users to set one-time or recurring schedules, ensuring vehicles are charged to the preferred level at required times.</p> <p>Emergency Charging – Allows users to initiate an immediate charge at maximum power to meet urgent energy needs.</p> <p>Load Management Data – Optimizes charging patterns based on grid conditions and demand response events.</p> <p>Fleet & Operational Insights:</p> <p>Vehicle Utilization Metrics – Tracks fleet usage patterns to improve efficiency.</p> <p>Charging Session Data – Logs details such as energy consumption, charging duration, and cost analysis.</p> <p>Historical Performance Data – Stores and analyzes past trips, charging behaviors, and operational trends.</p> <p>AI-Driven Forecasting & Optimization:</p> <p>Astrea AI Integration – Uses machine learning to improve fleet forecasting, trip automation, and energy cost optimization.</p> <p>Predictive Scheduling – Recommends optimized charging windows based on energy price forecasts, fleet demand, and vehicle availability.</p>	*
51	Describe applicable data security measures and identify any services performed outside the US or Canada, as applicable.	We follow stringent cybersecurity policies and procedures. All the communication between the chargers and our platform is encrypted and all data within our systems is secured. These services are not performed outside of the US or Canada.	*

52	<p>Demonstrate your capabilities around long-term stewardship of proposed equipment, products, or services offered such as maintenance, performance warranties and guarantees, operational uptime, hardware warranties, and similar stewardship functions.</p>	<p>Nuvve is committed to the long-term reliability, performance, and sustainability of our Vehicle-to-Grid (V2G) technology, charging solutions, and energy management services. Our stewardship approach encompasses comprehensive maintenance programs, performance warranties, operational uptime commitments, and dedicated customer support to ensure optimal system performance throughout its lifecycle.</p> <p>1. Maintenance & Lifecycle Support To maximize the lifespan and efficiency of our products, Nuvve offers proactive maintenance programs tailored to customer needs:</p> <ul style="list-style-type: none"> - Scheduled Preventive Maintenance Plans - Flexible service packages with one, two, or four on-site visits per year. - Inspection and testing of hardware components, firmware updates, and system diagnostics. - Cleaning, recalibration, and performance optimization. - Break & Fix Services - Nationwide field service network for quick response and repairs. - Spare parts availability to minimize downtime. - Remote Diagnostics & Predictive Maintenance - 24/7/365 real-time monitoring of charging stations and energy assets. - AI-driven predictive failure analysis to address potential issues before they occur. - Firmware and software updates deployed remotely to enhance performance. <p>2. Performance Warranties & Guarantees Nuvve stands by the quality of our technology and provides industry-leading warranties and guarantees:</p> <ul style="list-style-type: none"> - Hardware Warranties <ul style="list-style-type: none"> * Standard Manufacturer Warranty on chargers and associated equipment. * Extended warranties available for additional protection beyond the standard period. - Software Performance Guarantees <ul style="list-style-type: none"> * Continuous enhancements and updates for FLEETBOX™ and Total Energy Management platforms. * Guaranteed compatibility with evolving grid regulations and market integrations. - Service Level Agreements (SLAs) <ul style="list-style-type: none"> * Guaranteed uptime & availability commitments based on contractual agreements. * Response time guarantees with standard (72 hours) and expedited (4 hours) field support. <p>3. Operational Uptime & Reliability Commitments Nuvve ensures high system uptime and operational efficiency through:</p> <ul style="list-style-type: none"> - Redundant System Architecture – Designed to prevent single points of failure. - AI-Optimized Energy Management – Smart charging and load balancing reduce wear and enhance longevity. - Grid-Integrated V2G Services – Seamless participation in energy markets while maintaining vehicle readiness. <p>4. End-of-Life & Sustainability Stewardship As part of our long-term stewardship, Nuvve actively promotes sustainability and responsible lifecycle management:</p> <ul style="list-style-type: none"> - Battery Recycling & Repurposing Programs – Integration with second-life battery solutions for extended use. - Hardware Recycling & Disposal Services – Partnership with certified e-waste recyclers to minimize environmental impact. - Carbon Footprint Reduction – Optimization of charging schedules to leverage renewable energy sources. <p>5. Customer Support & Continuous Improvement</p> <ul style="list-style-type: none"> - Dedicated Customer Experience & Engineering Support Teams - Multi-channel support: phone, email, self-service portal, and in-app support. - Proactive issue resolution through 24/7 monitoring and remote diagnostics. - Quarterly Performance Reviews & Customer Feedback Loops - Regular evaluation of uptime, response times, and system performance. - Customer insights inform continuous improvements and feature enhancements. - Field Service Partner Network - Service providers under contract with performance-based incentives and penalties for non-compliance. - Commitment to Long-Term Success <p>Nuvve's approach to long-term stewardship is built on a foundation of innovation, reliability, and sustainability. By combining proactive maintenance, industry-leading warranties, 24/7 monitoring, and AI-driven optimizations, we ensure that our customers receive the highest level of service and performance throughout the lifecycle of their investment.</p>
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
53	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.	Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We are not a minority owned Business.	*
54		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We are not a woman owned business.	*
55		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We are not a disabled owned business.	*
56		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We are not a veteran owned business.	*
57		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We are not a service-disabled veteran owned business.	*
58		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We are not a small business enterprise; we are a publicly traded corporation.	*
59		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We are not a small disadvantaged business.	*
60		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We are not a woman owned small business.	*

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.	Net 30 Payment Terms.	*
62	Describe any leasing or financing options available for use by educational or governmental entities.	Nuvve can offer flexible financing or leasing offers from our trusted partners depending on the customer's needs.	*

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>Nuvve utilizes a set of standard transaction documents to ensure clarity and consistency in all agreements under an awarded contract. These documents outline the terms of purchase, service commitments, warranties, and software usage rights.</p> <p>The following documents are included in the upload section of this response:</p> <ul style="list-style-type: none"> - Standard Quote Template – Provides detailed pricing, product specifications, and applicable discounts. - Terms and Conditions of Sale – Defines the contractual obligations, payment terms, and liability provisions. - Warranty Description – Details the standard and extended warranty coverage for Nuvve's charging hardware and services. - FLEETBOX™ User License Agreement – Specifies the licensing terms, user rights, and support conditions for Nuvve's proprietary FLEETBOX™ software platform. <p>These documents establish the framework for order fulfillment, service-level expectations, and ongoing customer support for all Sourcewell Participating Entities.</p> <p>For full details, please refer to the uploaded transaction documents in the document submission section.</p>	*
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?	No	*
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>Nuvve follows a line-item discount pricing model, with detailed pricing provided in the attached pricing schedule. Our standard list price (MSRP) and the Sourcewell discounted price are included for each item.</p> <p>Each product and service is listed with its respective SKU (where applicable), description, standard pricing, and discounted pricing, ensuring full transparency in cost structure.</p> <p>For a comprehensive breakdown of our pricing, please refer to the attached pricing materials in the document upload section of this response.</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.	Nuvve's discount ranges from 3% to 33% off MSRP, see attached price schedule.	*
67	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Additional Volume Discounts are available for repeating customers on V2G chargers:</p> <ul style="list-style-type: none"> - Additional 5% on consecutive V2G charging stations and software subscription orders after purchasing 50 L3 DC chargers within 12 months. - Additional 10% on consecutive V2G charging stations and software subscription orders after purchasing 100 L3 DC chargers within 12 months. 	*
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.	A quote will be supplied for items such as photovoltaics arrays, solar carports, stationary storage solutions, microgrids, integration of our platform with third party software. We also offer BESS and microgrid solutions. For other solutions such as Solar, we have partnerships which allow us to offer competitive pricing.	*
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>All charging stations do require internet access for operation, and Nuvve software platform for full functionality. Each charging station has different methods to access the internet (LAN, WiFi, cellular) that may require additional hardware cost, and data cost as stated on the price sheet.</p> <ul style="list-style-type: none"> - The Level 2 AC charging stations do not include installation or infrastructure updates. The station does come pre-commissioned based on site requirements. - The DCFC-V2G charging stations do not include installation. <p>Commissioning of the charging station is required and pricing is included in the attached pricing sheet.</p> <p>Any turnkey offer by Nuvve would not require additional costs for data, software, or commissioning. Site preparation would be contracted separately. Infrastructure improvements would be billed by the local utility.</p>	*

70	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery and shipping costs are in addition to the prices quoted and will depend on quantity of ordered products, configuration and delivery location. Estimates of those charges will be given prior to placing the order.	*
71	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Nuvve does not have specific terms, we can ship worldwide with flexibility upon customer requests for shipping methods.	*
72	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Nuvve does not offer any unique distribution or delivery methods. We offer standard delivery and shipping methods.	*
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.	We are a public company and submit quarterly audited financials that are reviewed by a third-party audit firm, Moss Adams. In addition, we track all sales through our ERP system and will keep a monthly report of all sales under the Sourcewell contract to ensure compliance and to calculate the proper administrative fee.	*
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.	We have established the following metrics to measure our success with Sourcewell: 1) Quarterly volume targets. Increase volume target of units sold each quarter/year. 2) Quarterly targets for various markets: Canada territory, West, North, South and Eastern territories. 3) Number of inquiries for quotes received quarterly and annually and closing ratio. 4) Leads that come in from Sourcewell marketing of the contract through our website, social media and calls/emails received.	*
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.	Nuvve proposes the following administrative fee to be paid to Sourcewell as follows: 1% admin fee for 0-99 units per quarter total sales (flexible on range) 2% 100+ units per total quarter sales.	*

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.	Nuvve's pricing being offered to Sourcewell members is better than a standard offer outside of this membership. Our pricing is reflective of MSRP pricing that is currently being offered in the marketplace. Given the length of this award contract and membership, Nuvve sees a value in offering higher discounts for this RFP.	*

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

Line Item	Question	Response *	
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77	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>Nuvve provides a comprehensive suite of charging hardware, software, energy management solutions, and grid services designed to support fleet electrification, bidirectional charging (V2G), and advanced energy optimization. Below is a breakdown of the solutions included in this proposal:</p> <p>Charging Hardware Solutions</p> <ul style="list-style-type: none"> - Level 2 AC PowerPort – A smart Level 2 charging station with 80A/240V capability, delivering up to 19.2 kW per port. * Single and Dual Mount Pedestals – Hardware mounting options for Level 2 chargers, providing flexible installation configurations for fleet depots and commercial locations. * Connectivity Options – WiFi, hardwired Ethernet, or 4G LTE network connectivity, enabling remote monitoring and control of Level 2 chargers. - DC Fast Charging V2G (DCFC-V2G) – Bidirectional DC fast chargers (V2G) available in 20 kW, 40 kW, and 60 kW configurations, allowing vehicles to charge and discharge energy to the grid, facility, or microgrid. <p>Enables optimized energy management and participation in grid services, supporting load balancing, demand response, and revenue generation where applicable.</p> <p>DC Fast Charging V1G (DCFC-V1G) – Unidirectional DC fast chargers (V1G) ranging from 30 kW to 360 kW, designed for high-power fleet charging applications. Smart charging functionality optimizes charging schedules and power allocation, ensuring cost-effective fleet operation.</p> <ul style="list-style-type: none"> - Financed DCFC Solution – A 30 kW DCFC wallbox, available with a 7-year maintenance and warranty plan, providing a flexible financing option for fleet operators. <p>Charging Management Software</p> <p>Nuvve FleetBox™ for Level 2 Chargers – A proprietary software platform enabling fleet operators to:</p> <ul style="list-style-type: none"> - Monitor charging activity and energy usage. - Schedule charging to align with time-of-use rates and operational needs. - Remotely trigger emergency charging as needed. - Generate reports for Low Carbon Fuel Standard (LCFS) credits and compliance tracking. <p>Nuvve FleetBox™ for DCFC Chargers – Provides real-time management, remote diagnostics, and analytics for both V2G and V1G DC fast chargers, enabling advanced power optimization and grid participation.</p> <p>Service and Warranty Plans</p> <ul style="list-style-type: none"> - Level 2 Charger Warranty – Includes a 1-year standard warranty, with an option for a 3-year extended warranty. - DCFC-V2G and DCFC-V1G Charger Warranty – Includes a 2-year standard warranty for all DC fast charging solutions. - Commissioning Services for DCFC Chargers – On-site system setup, network integration, and performance validation to ensure chargers are fully operational (pricing provided separately). - DCFC Preventive Maintenance Plans – Optional scheduled maintenance program to ensure optimal charger performance, uptime, and longevity (pricing provided separately). <p>Advanced Energy and Grid Services</p> <ul style="list-style-type: none"> - Grid Services and Utility Demand Response (DR) / Distributed Energy Resource (DER) Programs – Enables customers to participate in utility and energy market programs, allowing fleets to: <ul style="list-style-type: none"> * Optimize energy costs by responding to time-of-use (TOU) rates. * Provide grid-balancing services in areas where such programs are available. * Generate revenue through frequency regulation and demand response participation. <p>Stationary Battery Energy Storage Systems (BESS) – Integration of battery storage to:</p> <ul style="list-style-type: none"> - Reduce peak demand charges by shifting energy usage to lower-cost periods. - Provide backup power for fleet charging operations and facility resilience. - Support renewable energy integration to maximize sustainability. <p>Microgrid Solutions – Supports the design and deployment of fleet-based microgrids by combining:</p> <ul style="list-style-type: none"> - EV charging, on-site solar, battery storage, and grid interconnection for enhanced fleet energy resilience. - Islanding mode, allowing fleet depots to continue operations during grid outages using stored and renewable energy sources. <p>Please refer to the provided pricing offer for more details.</p>
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78	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> - Vehicle-to-Grid (V2G) and bidirectional charging systems - Networked Level 2 and DC charging stations - Turnkey V2G charging solution - Smart Charging software - Self-supplied and Resilient charging solutions - EV charging microgrids 	*
79	Demonstrate your experience and capabilities installing and supporting Level 3 DC Fast Chargers	<p>Nuvve has extensive experience in the deployment, integration, and ongoing support of Level 3 DC Fast Chargers (DCFCs), including bidirectional Vehicle-to-Grid (V2G) solutions. While Nuvve does not perform infrastructure work in-house, we work closely with trusted Engineering, Procurement, and Construction (EPC) firms and certified installation partners to ensure seamless and reliable deployment. Our expertise lies in system design, charger configuration, V2G integration, and long-term operational support, ensuring optimized performance and energy management.</p> <p>Installation Process and Infrastructure Support For all infrastructure-related work, including site preparation, electrical upgrades, and physical charger installation, Nuvve can recommend and coordinate with our trusted EPC and installation partners who specialize in high-power DCFC deployments. The installation process follows a structured approach:</p> <ul style="list-style-type: none"> - Site Feasibility and Load Assessment – Evaluating power availability, site conditions, and electrical infrastructure requirements to determine optimal charger placement and capacity. - Engineering and Permitting – Ensuring regulatory compliance, securing permits, and working with utilities to facilitate interconnection agreements where necessary. - Infrastructure Development – Managing the civil and electrical work, including transformer upgrades, conduit installation, and power distribution enhancements. - Charger Installation and Commissioning – Configuring and integrating DC fast chargers with Nuvve's V2G platform to enable advanced energy management and grid services. - System Testing and Performance Validation – Conducting load tests, connectivity checks, and real-time monitoring to ensure successful deployment. <p>By working with our EPC and installation partners, Nuvve ensures that all projects meet the highest standards for performance, reliability, and safety.</p> <p>Ongoing Support and Maintenance Nuvve provides comprehensive post-installation support to maintain charger uptime, operational efficiency, and long-term reliability. Our support model includes:</p> <ul style="list-style-type: none"> - 24/7/365 Remote Monitoring and Diagnostics – Continuous system oversight through real-time data analytics, enabling proactive issue detection and resolution. - Predictive and Preventive Maintenance – Scheduled firmware and software updates, as well as routine inspections, to optimize charger efficiency and longevity. - Break & Fix Services – Coordinated on-site troubleshooting and repairs through our field service provider network, with response times of 72 hours standard and up to 4 hours expedited. - Technical Support and Customer Assistance – Multi-channel support through phone, email, self-service portals, and our FleetBox™ platform for real-time monitoring and remote control. - Spare Parts and Warranty Management – Ensuring quick access to replacement components through manufacturer and extended warranty programs. <p>V2G-Enabled DC Fast Charging Solutions Unlike traditional DC fast chargers, Nuvve specializes in bidirectional charging solutions, allowing electric vehicles to discharge power back to the grid, a facility, or a microgrid. Our V2G-ready infrastructure delivers key advantages:</p> <ul style="list-style-type: none"> - Energy Cost Optimization – Leveraging stored EV battery energy to reduce peak demand charges and shift charging to lower-cost periods. - Grid Services and Demand Response – Enabling participation in market and utility programs where available, allowing fleets to provide grid support while earning revenue. - Microgrid and Renewable Energy Integration – Coordinating with on-site solar and battery storage to enhance energy independence and resilience. <p>Proven Track Record in Fleet Electrification Nuvve has deployed DC fast charging infrastructure for school bus fleets and fleet depot applications, supporting large-scale electrification efforts and V2G integration. Our experience includes:</p> <ul style="list-style-type: none"> - School Bus Fleets – Deploying and supporting DC fast chargers for electric school buses, enabling vehicles to serve as mobile energy assets and contribute to grid stability. - Fleet Depots – Providing DCFC solutions for fleet charging hubs, ensuring optimized energy use, cost savings, and operational efficiency. <p>With our expertise in bidirectional charging, energy management, and partnerships with leading EPCs and installers, Nuvve delivers scalable, future-proof charging solutions tailored to fleet operators' needs.</p>	* *

80	<p>Demonstrate the capabilities of proposed equipment, products, or services in regard to Charger-to-Charger Network Communication, Charging Network-to-Charging Network Communication, and Charging Network-to-Grid Communication.</p>	<p>Nuvve's Vehicle-to-Grid (V2G) technology and Total Energy Management platform provide seamless communication across chargers, fleet charging networks, and the grid within behind-the-fence fleet operations. Our system is designed to optimize energy distribution, improve charging efficiency, and integrate with market and utility programs where available to provide additional cost savings and grid support.</p> <p>Charger-to-Charger (C2C) Network Communication Nuvve's smart charging technology enables chargers within a fleet to communicate with each other, optimizing energy flow and ensuring that vehicles receive the necessary charge without exceeding site power constraints. Dynamic load sharing prevents system overload by adjusting power distribution in real time, helping fleet operators maximize charging efficiency. Chargers equipped with V2G capabilities also coordinate when to charge and discharge energy, supporting facility energy needs and reducing overall electricity costs.</p> <p>All chargers within the network comply with OCPP 1.6 and 2.0.1, ensuring interoperability across different hardware while allowing for centralized monitoring and control. In fleet depots with on-site solar and battery storage, Nuvve's system coordinates charging schedules to align with energy availability, improving self-sufficiency and cost management. For fleets operating within a microgrid, chargers work together to maintain resilience by intelligently managing power distribution and optimizing energy resources.</p> <p>Charging Network-to-Charging Network (C2N) Communication Nuvve's platform is designed to ensure that all chargers within a fleet operate as a single, unified system, enabling centralized management across multiple depot locations. Through secure API integration, our Total Energy Management platform connects with fleet Energy Management Systems (EMS) and Building Management Systems (BMS), providing a unified view of charging operations and energy consumption. This allows fleet operators to monitor vehicle charging status, optimize power allocation, and adjust schedules based on operational priorities.</p> <p>Beyond local site coordination, Nuvve's system enables demand response and energy cost optimization, dynamically adjusting charging loads to avoid excessive peak demand charges. By integrating with market and utility programs where available, fleets can further reduce electricity costs by shifting charging to periods of lower energy prices. The system also automates scheduling to align with fleet duty cycles, ensuring vehicles are charged based on departure times, forecasted energy prices, and operational requirements.</p> <p>Charging Network-to-Grid (C2G) Communication Nuvve's V2G technology and grid integration capabilities allow fleet charging stations to actively participate in energy markets and utility programs where available. By coordinating with OpenADR (Automated Demand Response), our system dynamically adjusts charging schedules based on grid conditions and real-time pricing signals, helping fleets take advantage of lower electricity rates while reducing stress on the electrical grid.</p> <p>The integration of Astrea AI enhances energy management by predicting energy demand, weather impacts, and pricing trends, ensuring charging is scheduled at the most cost-effective times. By leveraging predictive analytics, fleet operators can minimize peak demand charges and improve overall energy efficiency. For sites with microgrid capabilities, Nuvve's technology enables grid-independent operation, allowing fleet depots to maintain power during outages by using energy from EV batteries, stationary storage, or on-site renewable sources.</p> <p>Fleet charging stations also play a role in site-wide power management, supporting facility energy needs by discharging energy from EV batteries when electricity demand is high. This helps mitigate peak loads and provides an additional revenue stream through participation in grid stabilization programs and wholesale energy markets where available. By intelligently managing energy flow between fleet vehicles, chargers, and the grid, Nuvve enables a resilient, cost-efficient, and sustainable fleet charging ecosystem.</p> <p>Conclusion: Private, Secure, and Optimized Fleet Charging Nuvve's behind-the-fence fleet charging solutions provide seamless communication between chargers, fleet charging networks, and the grid, ensuring cost-effective energy management and optimized fleet operations. Through smart load balancing, predictive AI-driven optimization, and bidirectional energy flow, our system helps fleets reduce electricity costs, improve operational efficiency, and support site-level energy resilience. By integrating with market and utility programs where available, Nuvve offers a future-proof charging solution that enhances both fleet performance and grid stability.</p>
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Table 7B: CATEGORY 1 ON-GRID *ONLY SUBMIT FOR CATEGORY 1 OR CATEGORY 2*****

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

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

Line Item	Category	Requested equipment, products or services	Offered *	Comments	
81	Category 1: On-Grid Electric Vehicle Supply Equipment and related services	All forms of network and non-network electric vehicle charging hardware and related infrastructure, including charging stations	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, we can provide this.	*
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	Yes, we can provide this.	*
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	Via partners	*
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	Yes, we can provide this.	*
85		Category 1 responders MAY include off-grid (Category 2) solutions in their response, are you proposing Category 2 equipment?	<input checked="" type="radio"/> Yes <input type="radio"/> No	See offerings in our pricing attached.	*

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

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

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

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

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 91. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

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](#) - Nuvve_Sourcewell_Price_Book_2025Q1_RFP.pdf - Friday February 14, 2025 17:59:00
- [Financial Strength and Stability](#) - Nuvve 10K Financial Document.pdf - Friday February 14, 2025 15:18:48
- [Marketing Plan/Samples](#) - Marketing Plans_Samples.zip - Friday February 14, 2025 15:20:08
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Friday February 14, 2025 15:22:06
- [Upload Additional Document](#) - _spec_sheets-V2G chargers.zip - Friday February 14, 2025 18:02:41
- Requested Exceptions (optional)

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. - Amanda Drewry, Senior Grants Manager, Nuvve

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