



MASTER AGREEMENT # 021825
CATEGORY: Electric Vehicle Supply Equipment with Related Services
SUPPLIER: InCharge Energy, Inc.

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 InCharge Energy, Inc., 3760 Motor Ave., Los Angeles, CA 90034 (Supplier).

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

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

Article 1:
General Terms

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

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

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

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

- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal

grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to “federal” should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier’s Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in

the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

A fully executed 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 Sourcwell, Supplier will pay an Administrative Fee to Sourcwell 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 Sourcwell 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 Sourcwell 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 Sourcwell-assigned Agreement number in the memo; and must be either mailed to Sourcwell above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions.
- 10) **Noncompliance.** Sourcwell 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 Sourcwell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcwell 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 Sourcwell.
- 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 Sourcwell. Such consent will not be unreasonably withheld. Sourcwell 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 Sourcwell 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.
 - \$1,000,000 each occurrence Bodily Injury and Property Damage
 - \$1,000,000 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.

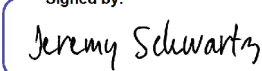
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and

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

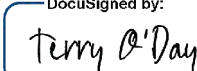
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate 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-INC

Sourcewell

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 9/23/2025 | 4:51 PM CDT

InCharge Energy, Inc.

DocuSigned by:

28B7F35E7ECD427...
By: _____
Terry O'Day
Title: Chief Operating Officer
Date: 9/23/2025 | 10:47 AM PDT

RFP 021825 - Electric Vehicle Supply Equipment with Related Services

Vendor Details

Company Name: InCharge Energy
Address: 3760 Motor Ave
Los Angeles, CA 90034
Contact: Laura Rivas
Email: rfps@inchargeus.com
Phone: 805-452-1347
HST#: 83-0684707

Submission Details

Created On: Friday January 03, 2025 11:07:33
Submitted On: Tuesday February 18, 2025 16:18:04
Submitted By: Laura Rivas
Email: rfps@inchargeus.com
Transaction #: 14ea7a58-8ac6-4831-b363-8d61b511a31f
Submitter's IP Address: 147.243.131.104

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.	InCharge Energy, Inc.	*
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):	ZCDKVCCUTZL5	*
5	Provide your NAICS code applicable to Solutions proposed.	238210, 335999, 541690	*
6	Proposer Physical Address:	3760 Motor Ave. Los Angeles, CA 90034	*
7	Proposer website address (or addresses):	https://www.inchargeus.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):	Terry O'Day, Chief Operating Officer 3760 Motor Ave. Los Angeles, CA 90034 818-253-5086, terry.oday@inchargeus.com	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Laura Rivas, Manager of Grants, Opportunities, & Public Affairs 3760 Motor Ave. Los Angeles, CA 90034 805-452-1347, Laura.Rivas@inchargeus.com	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Kelly Bernd, Grant and Proposal Specialist 3760 Motor Ave. Los Angeles, CA 90034 858-519-2890, kelly.bernd@inchargeus.com Barbara Garnell, Grant and Proposal Specialist 3760 Motor Ave. Los Angeles, CA 90034 818-571-6775, barbara.garnell@inchargeus.com	*

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

Line Item	Question	Response *	
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Brief History: InCharge was formed in 2018, with the leadership and support of industry veterans with over 100 years of combined electric vehicle and charging experience. ABB, the world leader in e-Mobility, has been a lead investor in InCharge since January 2022. Together, we are global full-service, turnkey infrastructure providers. As the largest e-Mobility company in the world, we have deployed more than 1 million EV stations globally and over 40,000 DC Fast Chargers (DCFCs).	

Our seasoned team has expertise in utilities, public and private fleets, energy management, software, engineering, installation, O&M, and more. We provide scalable, end-to-end commercial EV and energy infrastructure and financing solutions [Charging-as-a-Service (CaaS)]. Backed by the largest eMobility company in the world, ABB eMobility, InCharge is on the frontlines of large-scale emissions reduction, accelerating the electrification of the transportation industry – one fleet at a time. With end-to-end, turnkey solutions for EV infrastructure projects, InCharge equips fleet managers with the top brands in charging hardware and software; customized hardware and software products; short-, mid- and long-range plans for seamless fleet and facilities transition to EVs; financing; and maintenance and corrective repairs over the life of the charging assets.

Core Values:

InCharge is one of the few providers that is completely vertically integrated from site planning, EV charging hardware, fleet management software, installation, support, and service. Our ability to provide EVSE hardware and services throughout every phase of the electrification process allows the InCharge team to funnel field-based learning from our technicians, project managers, engineers, and service coordinators to produce immediate service improvements and technology advancements for our customers. This approach places InCharge as an industry leader, anticipating and responding to changes and technological challenges ahead of our competitors and other service providers.

This model also benefits our customers by providing a seamless, one-stop shop for their electrification journey. InCharge is committed to guiding customers through this process, adapting to serve customized needs and developing tools like kWh prediction based on real-world data from our OEM partners. Of critical importance, we have completed interoperability testing with the major EV OEMs to ensure that our chargers and load management functions will work for customers the first time. Combined, our services make fleet management simple, fast, and efficient.

Business Philosophy & Industry Longevity:

At InCharge, we are deeply aware of the volatile nature of the EV landscape, marked by recent market shifts and the failure of even established industry players. The InCharge team is composed of veterans in both the EV charging and transportation industries with extensive experience at companies like ChargePoint, EVgo, innogy e-Mobility, Tritium, BTC Power, Ryder, ABM, and many more. Since 2018, the leaders at InCharge have built the company to withstand the changing nature of the industry.

We are confident that our vertical integration, strategic partnerships with automotive OEMs, workforce development, and brand-agnostic service differentiate us from competitors and ensure our long-term viability. Additionally, unlike other EVSE providers concerned solely about deploying their products into the field, InCharge deeply desires to see the entire industry succeed. Our vision is to form partnerships, build products, and service all charging manufacturers to elevate the entire industry and ensure electrification of transportation remains the future for the US and Canada.

1) Vertical Integration:

Our vertically integrated business model positions us to excel amidst the evolving EV landscape. By maintaining expertise across the entire value chain, we can adapt quickly to shifting industry demands. This integration also fuels technological innovations, as demonstrated by our recent success of being one of the first manufacturers and service providers to successfully deploy V2G solutions into this field. Our technology vision is tightly integrated software, hardware, and services that demonstrate synergies from integration, but are fully dispatchable independently with other best-in-class products. By directly performing repair and maintenance services with its own on-staff technicians and providing error notifications and dispatching directly from the software platform InControl, InCharge produces the industry's highest real-world uptime as measured by kW available for vehicles. The close integration of service labor and the technology platform allows technicians to arrive onsite with the correct parts and tools swiftly or to efficiently resolve an event remotely. As the leader in fleet infrastructure, having served more than 2,000 facilities in the past year with over fifteen vehicle OEMs and scores of public and private fleets, InCharge leverages its vertical integration to gather field-based insights from our own technicians, project managers, field engineers, and service coordinators to drive impactful technology advancements for our customers and the industry.

2) OEM Partnerships:

Our focus on OEM partnerships ensures seamless integration of vehicles, chargers, and controls, achieved through interoperability testing at both our facility and our partners' factories. InCharge specializes in installing and maintaining charging infrastructure for major accounts, including large original equipment manufacturers (OEMs) and dealerships. Eight of the ten largest auto dealer groups, such as AutoNation, Morgan, Lithia Motors, Inc. Group 1, Hendrick, Penske, Asbury, and

		<p>Sonic, have chosen InCharge to help with their electrification efforts and to support electric vehicle (EV) sales. InCharge is also partnered with vehicle OEMs including Navistar, GM, Volvo Trucks, Nissan, Honda, Kalmar Ottawa, and more. Our partnerships with automotive OEMs ensure interoperability of hardware and software, dealer integrations, load management solutions, auto-charging, and more. Our OCPP compatible software has also been interoperability tested with 20+ different EVSE OEMs, which allows for out-of-the-box compatibility for mixed fleets.</p> <p>3) Workforce Development/EVSE Training: As a vertically integrated electric vehicle supply equipment (EVSE) provider, InCharge has always prioritized a highly skilled in-house team of service technicians. Most manufacturers rely on external parties with little oversight to complete installation, maintenance, and construction services. After success training our company internally, we saw the opportunity to expand beyond InCharge and offer our training to a wider audience with the goal of providing a key solution to close a critical gap in the EV workforce. InCharge offers a comprehensive and intensive electric vehicle and electric vehicle charger technician training program that is highly flexible and adjusts according to the amount of funding, time, and content each of our partner's desire. We currently provide electric vehicle and charger training programs that scale from 1- and 3-day trainings to 12- and 16-week training courses. We work with local air pollution districts, automobile dealerships, public and private fleet operators, electricians and contractor groups, nonprofit organizations, workforce development boards, public agencies, community and technical colleges, and other charging companies. InCharge training provides trainees with access to a wide range of electric vehicles and chargers. In addition to in-person instruction, hands-on vehicle and charger training, our training programs regularly incorporate offsite visits to industry partners such as dealerships, major fleet depots, and more to enrich the classroom curriculum and provide practical exposure to the wider industry. Our investment in workforce development strengthens InCharge's leadership in the industry and supports our goal of driving long-term success of the electrification industry.</p> <p>4) Brand Agnostic Service: As an increasing number of EVSE manufacturers have declined and left their inoperable equipment with customers in the field, InCharge has expanded its in-house service, offering charger-agnostic repair and maintenance with the goal of providing the best all-around support for our customers. InCharge provides comprehensive service and support options designed to maximize EV charger uptime, particularly for demanding fleet operations. Our equipment includes a baseline 2-year manufacturer's warranty with an option to extend coverage up to five years with optional extended warranty plans for years 3, 4, and 5.</p> <p>Beyond warranty coverage, we can offer a range of maintenance and repair plans tailored to the specific needs of our clients. This includes Preventative Maintenance and tiered InService plans (Standard, Dedicated, and Premium), designed to achieve varying levels of support.</p> <p>InService is designed to provide the most accessible and flexible maintenance and repair plans for EV fleet chargers. Our InService plans are brand-agnostic, available to customers with a wide range of charging equipment including InCharge, ABB, ChargePoint, Blink, BTC Power Zemetrix, Tritium, Eaton, Beam, Tesla, and more. Additionally, InService plans can support out-of-warranty equipment and on-site electrical support. Our strategically located Service Sales Offices ensure rapid and dependable repair and support services within designated geographic areas.</p> <p>Our preventative maintenance services offer a full inspection and detailed care of each charging station and cleaning of the surrounding area. These can be 1-12 times per year depending on usage and environmental conditions. Our expert service technicians adhere to an organized preventative maintenance scope of work that consists of a thorough checklist for each major part of the project: the charging station, plug and cords, pedestal, and the surrounding area.</p>
12	What are your company's expectations in the event of an award?	<p>InCharge expects that we will be the best all-around supplier of EVSE charging solutions, encompassing hardware, software, and related services charging hardware, software, and related services. Our vertically integrated business model, spanning everything from site planning and hardware manufacturing to software development, installation, support, and maintenance, establishes us as a long-term industry leader and expert. This end-to-end control allows us to ensure quality at every stage, respond quickly to market changes, and provide unparalleled customer support. We are not simply a hardware vendor; we are a partner in our customers' electrification journey, and we want to offer the public sector the expertise and resources necessary to navigate the complexities of EV charging infrastructure. Our commitment to innovation and continuous improvement, driven by feedback from our field operations and close collaboration with automotive OEMs, will keep us at the forefront of the industry, delivering cutting-edge solutions that meet the evolving needs of Sourcewell participating entities. Having already shown success with RFP #05112 Sourcewell Fleet Electrification and Transition Planning contract, we anticipate continued success and growth under this solicitation.</p>

13	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</p>	<p>InCharge is backed by its lead investor ABB Inc., a global leader in industrial technology publicly traded on the New York Stock Exchange (NYSE: ABB). ABB fully backs InCharge financially and operationally and InCharge benefits from ABB's financial stability and resources. This means Sourcewell Participating Entities can be confident in InCharge's long-term viability and commitment to its customers.</p> <p>Full Financial Backing and Support: ABB fully backs InCharge financially and operationally. This means you can be confident in InCharge's long-term viability and commitment to its customers.</p> <p>Alternative Financial Information: Recent audited financial statements of ABB Inc. are accessible through their investor relations website or public filings with the Securities and Exchange Commission (SEC). These statements provide a comprehensive overview of the company's financial health, including its performance in the e-Mobility sector.</p> <p>InCharge (DUNS: 117024402) does not have a rating with Dun & Bradstreet, although the rating of our parent company, ABB Inc., can provide additional insights into our financial stability and creditworthiness. ABB Inc.'s (DUNS: 118682706) Dun & Bradstreet rating can be requested through business credit reporting services.</p> <p>Additional Transparency Measures (Financial Audits): InCharge adheres to the highest standards of accounting and financial reporting practices. We regularly undergo internal and external audits to ensure the accuracy and integrity of our financial information.</p> <p>We understand that financial security is a top priority for Sourcewell Participating Entities. By providing information about our full financial backing from ABB, and alternative sources of financial information, we demonstrate our commitment to financial transparency and stability.</p>	*
14	What is your US market share for the Solutions that you are proposing?	We estimate that InCharge and our lead investor ABB represent 40% of the US EV charging business.	*
15	What is your Canadian market share for the Solutions that you are proposing?	We estimate that InCharge and our lead investor ABB have 40% of the market share in Canada.	*
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	*
17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Manufacturer and Service Provider</p> <p>InCharge is a vertically integrated EVSE provider. We manufacture our own charging hardware, have developed an industry-leading CMS solution, and perform all related EVSE services in-house like site assessments, fleet consulting, engineering, project management, installation, commissioning, maintenance, and more. Our sales and service force consists of dedicated full-time InCharge employees, expertly trained to deliver the products and services proposed under this contract.</p> <p>InCharge also leverages a network of electrical distributors, contractors and Value-Added Resellers (VARs) to deliver agnostic hardware, software, and related EVSE services. We have partnerships with many local contractors and electricians who prefer to utilize our product portfolio. Additionally, InCharge has VARs in the energy and transportation space that provide our range of products and perform installation and maintenance services for Sourcewell participating entities. Finally, we have a number of automotive OEM partners (General Motors, Navistar, lightning motors, etc.) who have fleet sales teams focused on the public sector market.</p>	*

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.	<p>As a vertically integrated supplier, InCharge has acquired all necessary state and local contractor certifications through our in-house team and network of certified subcontractors.</p> <p>When InCharge self-performs installation work, we are subject to local licensing requirements as indicated by the state, local, or the authority having jurisdiction (AHJ). They could be either a licensed general or electrical contractor. InCharge is qualified to perform work across all 50 US States and Canada. InCharge possesses electrical contractor licenses in California, Canada, Texas, Virginia, Missouri, Connecticut, Colorado, Illinois, Indiana, New York, Pennsylvania, Kansas, Utah, Kentucky, and Alabama, and has applications underway and submitted in 15 more US states. Combined with our contractor network, InCharge can assure all necessary licenses will be secured.</p> <p>To acquire necessary permitting, InCharge's engineers and project management professionals follow local permitting and licensing processes for construction and installation, continually managing communications with the AHJs until final design approval is received. As a full-service team that provides turnkey and solutions for electric vehicle charging stations, InCharge has a wealth of experience to draw upon, having conducted permitting and moved forward on construction and installation for thousands of sites.</p> <p>InCharge Energy is currently undergoing ISO9001 and ISO27000 certification. Our L2 chargers are Energy Star Certified. InControl is certified for OpenADR 2.0b and InCharge is a member of the OpenADR Alliance. SOC2 and NRTL certified. CTEP and NTIP certified. All applicable UL & CSA certifications are available.</p>	*
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	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>InCharge and its lead investor, ABB, have received the following awards and accomplishments over the past five years:</p> <ul style="list-style-type: none"> - InCharge was recognized by Fast Company as one of the World's Most Innovative Companies for 2024. InCharge was recognized for its advancement in the Transportation category. - InCharge was recognized by Fast Company in 2024 and named Best in Biz Awards 2023 Silver winner in Company of the Year, B2B category. - Cameron Funk (InCharge Executive Board Chair, formerly CEO) was voted Ernst & Young's Entrepreneur of The Year® 2024 Greater Los Angeles Award Finalist. - In 2023, ABB received several awards including the "Sustainability Development Business Award" at the Sino-Swiss Business Awards for their commitment to sustainable practices - ABB earned Frost & Sullivan's 2023 Global Company of the Year Award - The U.S. Department of Energy recognized ABB with the 2023 Better Project Award. The award recognized our Pinetops, NC facility for installing a full capture system for SF6 and helping us make progress toward our 2030 sustainability goals. - ABB honored with an Electrical Review Excellence award for TXplore™, its free-swimming ABB Ability™-enabled submersible transformer inspection robot - The National Association of Electrical Distributors presented ABB with the Industry Award of Merit - iF International Forum Design GmbH recognized ABB's innovative ABB-free@home® thermostat with a Technology Design Award - ABB i-bus® KNX sensor PEONIA® and ABB tacteo® KNX sensor received two prestigious Red Dot Awards for outstanding design - Nine of ABB's local companies placed on Electric Age's China Top 100 Electric Companies annual rankings for responsible operations - ABB recognized for the fifth consecutive year for the responsible sourcing of minerals by an independent benchmark study from the Responsible Sourcing Network - In Mexico, ABB's Nogales and Matamoros sites were awarded Clean Industry certifications by PROFEPA, Mexico's Federal Agency of Environmental Protection - ABB ranked No. 12 in the Corporate Knights Clean200 list of the world's most significant publicly traded firms according to the size of "clean revenue" from products and services that provide solutions for the planet - 71% of our manufacturing and service sites are covered by a certified environmental management system (ISO 14001 or equivalent) - 78% of our employees at manufacturing or service sites are covered by a certified occupational health and safety management system (OHSAS 18000 or equivalent) 	*
21	What percentage of your sales are to the governmental sector in the past three years?	The public sector in total has represented about 32% of our sales over the past three years. The governmental sector has represented approximately 5%.	*

22	What percentage of your sales are to the education sector in the past three years?	InCharge/ABB is the preferred infrastructure provider to over 80% of the school bus OEMS. Our key OEMs in the school bus market are Navistar International (IC Bus), Bluebird, Thomas Built, Lion Electric, and GreenPower. Currently, the public sector represents about 32% of our sales and we have over 250 school district customers in the US and Canada. The educational sector has reflected about 27% of our sales over the past three years.	*
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?	Sourcewell 2024: \$908,773.80 2025: \$107,481.45 TIPS 2024: \$615,743.26 ASTSBC 2023: \$174,455.13 2024: \$593,786.20 2025: \$12,730.44 AEPA 2024: \$550,539.00 CANOE 2024: \$308,291.62 We also hold cooperative purchasing agreements with NASP, PA Commonwealth State Contract, and SPURR.	*
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?	Our channel partner, SCIpact, is part of a mentor-protégé teaming agreement (MPA) to address federal facilities. At the end of 2023, SCIpact officially listed our ICE equipment on GSA (contract number 47QMCA23D000Y). In 2023, our GSA sales were \$5,406.00. In 2024, our sales were \$614,874.00. Looking ahead, we estimate sales will grow substantially as SCIPact is in the process of listing our charge management software, InControl, on GSA as well. SCIpact anticipates this will enable sales of \$2M or greater per year.	*

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 *	
Moreno Valley School District	Jim Burleson, Executive Director of Transportation	951- 571-7840	*
South Carolina Department of Education	Mike Bullman, Director of Transportation	864-921-2103	*
Boston Public Schools	Cian Fields, Grants Manager	857-398-2044	*
Metropolitan Water District of Southern California	Nigel Wallace, Fleet Coordinator	909-392-5026	
Porterville Unified School District	Roxana Colunga, Administrative Assistant	559-793-2400	

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 *
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26	Sales force.	<p>As of February 2025, InCharge employs 235 full-time employees across the USA and Canada. Our corporate headquarters are in Los Angeles, CA, our Research & Fulfillment Center is in Richmond, VA., and our Canadian headquarters are in Montreal, QC. InCharge has a remote presence, with employees strategically located nationwide.</p> <p>The InCharge sales team comprises 44 US employees and 3 Canadian employees, strategically organized by vertical into the following teams: OEM/Dealer and School Bus, SLED/Utility/Ports, Canadian Regional Sales, National Accounts, Strategic Accounts, Inside Sales, Programs Sales, and Channel Partners.</p> <p>InCharge additionally leverages its vertical integration to amplify its sales force with key internal teams. As a vertically integrated EVSE provider, InCharge benefits from the resources and expertise of additional teams across the organization – designed to provide extra support to streamline and accommodate the large volume of our sales team. These include Business Development & Analytics (market identification and sales support), Grants and Opportunities (incentive identification and proposal support), Inside Sales (24/7 sales support and lead generation), and Engineering (solution selection expertise).</p> <p>In January 2025 alone, the InCharge sales team closed 143 new EV charging opportunities. The InCharge sales has supported Sourcewell participating entities since 2023 and is excited about the opportunity to expand its audience and is equipped to serve a larger audience of Sourcewell participating entities.</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>InCharge leverages a network of electrical distributors, contractors and Value-Added Resellers (VARs) to deliver more hardware, software, and related EVSE services to local municipalities, state agencies, and educational institutions. Our distributors include City Electric Supply, Graybar, Sonenpar, USESI, and Rexel, among many others. InCharge has VARs in the energy and transportation space that provide our range of products and perform installation and maintenance services for Sourcewell participating entities. Finally, we have a number of automotive OEM partners (General Motors, Navistar, lightning motors, etc.) who have fleet sales teams focused on the public sector market.</p>	*
28	If your proposal includes delivery of services by prequalified contractors, describe your method of prequalification. State how prequalified contractors will be identified or selected by Sourcewell Participating Entities in the event of contract award.	<p>We believe it is critical to have in-house staff providing direct service to achieve the turnaround and quality that discerning customers require. InCharge's turnkey services cover the entire project lifecycle, from initial site assessments to engineering, quoting, hardware, installation, and commissioning, ensuring seamless coordination across all stakeholders, including utilities and authorities having jurisdiction (AHJs). Where needed, we utilize a robust network of licensed and directly trained subcontractors to broaden our nationwide reach, assure the highest uptime, and conduct local services like landscape and civil construction.</p> <p>We offer a mixture of in-person and online training to our installation and service partners. Our in-person training is a three-day training course offered to select partners who have demonstrated the skills and expertise necessary to provide quality support to our customers. InCharge also has comprehensive online courses used internally that can be shared with our partners. Both offer sections which cover various aspects such as product knowledge, installation techniques, troubleshooting, safety protocols, and customer service best practices. Additionally, we provide ongoing support and resources to ensure that our partners stay current with the latest industry trends and advancements.</p> <p>All Installation and Service Partners enter into agreements with InCharge that define terms, conditions, and penalties for non-compliance. These agreements protect both InCharge and its customers by ensuring safety and quality standards are met. Customers are always informed if there will be subcontractors fulfilling any piece of the design build work. InCharge's strategic use of external partners ensures highest uptime, certification compliance, and comprehensive service provision for customers.</p> <p>InCharge monitors contractor performance throughout the project life cycle via pre-project kickoff meetings, job site safety checklists, reporting protocols, and onsite visits. For larger projects, an InCharge superintendent or foreman is onsite to oversee progress. After project completion, our operations team completes evaluation scorecards, assessing communication, pricing, service quality, customer engagement, and recommended corrective actions, if necessary.</p>	*

29	Service force.	<p>Our company's primary focus is fleets, which demand reliable uptime. Our nationwide service technician team consists of 75 in-house employees performing repair and maintenance services every day, achieving an average uptime of 97% for our customers' fleets across the US and Canada. When servicing equipment in tandem with our charger management software, InControl, we produce the industry's highest real-world uptime.</p> <p>We believe it is critical to have in-house staff providing direct service to achieve the turnaround and quality that discerning customers require. This also allows our team to funnel field-based learning from our technicians, project managers, engineers, and service coordinators to produce immediate service improvements and technology advancements for our customers. Our approach places InCharge at the forefront of the industry – anticipating and responding to changes and technological challenges ahead of our competitors and other service providers.</p> <p>Our highly skilled team completes thousands of service visits annually for distribution companies, dealerships, city fleets, school districts, commercial fleets (light duty, medium duty, and heavy duty), public entities, autonomous vehicles, and more.</p> <p>Our Support Operations Center (SOC) provides responsive support through multiple channels: by phone at 833-772-4638, via email at Escalation@inchargeus.com, and through the InControl Maintenance Software Request system, which allows users to submit tickets and track their status directly from the CMS dashboard. We offer proactive monitoring and telephone support 24/7, often addressing charger issues before customers are even aware of a problem. Our response times vary depending on the service level package, but it is 2 hours in our standard offerings.</p> <p>Through our SOC and in-house technicians, we fix 75% issues remotely. If a hardware issue cannot be solved remotely, we will create the dispatch to arrange to have a tech onsite to make the repair within 3 days or less. If parts are required to make the repair, those parts will be ordered so the tech can complete the repair in one visit.</p> <p>Additionally, we offer a range of maintenance and repair plans tailored to the specific needs of our clients. This includes Preventative Maintenance and tiered InService plans (Standard, Dedicated, and Premium), designed to achieve varying levels of support. InService is designed to provide the most accessible and flexible maintenance and repair plans for EV fleet chargers. Our InService plans are brand-agnostic, available to customers with a wide range of charging equipment including InCharge, ABB, ChargePoint, Blink, BTC Power Zematic, Tritium, Eaton, Beam, Tesla, and more. Additionally, InService plans can support out-of-warranty equipment and on-site electrical support. Our strategically located Service Sales Offices ensure rapid and dependable repair and support services within designated geographic areas.</p> <p>Our preventative maintenance services offer a full inspection and detailed care of each charging station and cleaning of the surrounding area. These can be 1-12 times per year depending on usage and environmental conditions. Our expert service technicians adhere to an organized preventative maintenance scope of work that consists of a thorough checklist for each major part of the project: the charging station, plug and cords, pedestal, and the surrounding area.</p> <p>We take pride in our unique strategy to build close, lasting relationships with our partners to ensure our clients receive the highest level of customer service. In addition to our in-house team, we have a network of 400+ InCharge certified partners across the United States and Canada who provide local service and support to our customers. This robust network of licensed and directly trained service partners support us to broaden our reach and assure the highest uptime. It is our goal to provide the highest level of service in the industry.</p> <p>Service Expansion: InCharge is working toward the goal of having 1,000 of our own technicians deployed in the field over the next three years. We are currently in an aggressive growth phase and plan to acquire 8-10 smaller EV technician businesses within the next year to year and a half. Our goal is to have over 500 qualified technicians nationwide during this period, ensuring comprehensive coverage. We have already partnered with Electrify America for AB service and are providing service work for ChargePoint. We have established trust with major fleets including Pepsi, FedEx, and GM, as well as a robust dealer network and over 200 school districts through Navistar.</p> <p>Our strategic goal is to develop a hardware-agnostic service model that effectively meets the diverse electric charging infrastructure needs of our clients. We've successfully onboarded customers like Tritium, Tesla, Beam, BTC Power, proactively ensuring our technicians receive thorough training on all types of chargers, equipping them with the skills needed to excel in an evolving market. We are dedicated to delivering exceptional service and are well-positioned to support the growing demands of electric vehicle technology.</p>
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30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Similar to our current Sourcewell contract, InCharge anticipates managing the Sourcewell ordering process directly through our sales team. We offer a number of ways for Sourcewell participating entities to purchase InCharge (ICE) hardware, software, and services. We could offer a dedicated Sourcewell landing page on the InCharge website which provides immediate support for online purchasing of hardware, software, and services. For more complex turnkey installation needs, we will work closely with the customer and our in-house team of specialists to customize a charging solution that considers vehicles, operational flow, dwell time, utility tariffs, and more to identify the appropriate EV charging solutions and products. This consultative approach will then produce a customer sales order for review. Our partners and distributors have different processes for Sourcewell customers to procure ICE equipment. If awarded, InCharge may consider adding additional VAR offerings to our pricebook for ease of procurement.
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31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>InCharge will assign an account manager to Participating Entities who will be responsible for the entire Sourcewell program including the contract, commercial terms, communications, and the individual installation projects to ensure compliance with the Entities' contractual requirements. As part of this activity, our legal team will have a staff member assigned to the program to support the development of a contract compliance matrix for the program that will flow down to individual locations. In the case of multiple projects, a contract compliance matrix will be completed for each project and location. This will ensure that contract requirements of the master contract are met across the multiple locations where charging is installed in addition to the requirements of each individual location that might have different or additional requirements due to the local zoning, site conditions, and/or the AHJ.</p> <p>Contract performance is measured by mutually agreed upon KPIs that are reported upon periodically, depending on the activity being measured like deliveries, design and implementation, construction, installation, commissioning, and user training dates to contract commitments.</p> <p>Communications with InCharge are handled through a variety of means depending upon the issue and the stage of the contract. For all communications post contract and pre-commissioning, the respective account manager will route responses through the appropriate InCharge channels to ensure a single point of contact is responsible and responding. Additionally, a project manager will be assigned to each charging installation and commissioning location and is available to field local communication. Once the charging stations have been commissioned with InControl software, requests for service may be routed through the portal or communicated directly to the account manager. Communications in the InControl portal are staffed by the InCharge service team.</p> <p>The InCharge Service team offers 24/7 support and is strategically located nationwide performing repair and maintenance services every day, achieving an average uptime of 97% for our customers' fleets. We believe it is critical to have in-house staff providing direct service to achieve the turnaround and quality that discerning customers require. Our Support Operations Center (SOC) provides responsive support through multiple channels: by phone at 833-772-4638, via email at Escalation@inchargeus.com, and through the InControl Maintenance Software Request system, which allows users to submit tickets and track their status directly from the CMS dashboard. We offer proactive monitoring and support 24/7, often addressing charger issues before customers are even aware of a problem. Our response times vary depending on the service level package, but it is 2 hours in our standard offerings. Through our SOC and in-house technicians, we fix 75% issues remotely. If a hardware issue cannot be solved remotely, we will create the dispatch to arrange to have a tech onsite to make the repair within 3 days or less. If parts are required to make the repair, those parts will be ordered so the tech can complete the repair in one visit.</p> <p>To ensure maximum charger uptime, InCharge offers a range of maintenance and repair plans tailored to the specific needs of our clients. This includes Preventative Maintenance and tiered InService plans (Standard, Dedicated, and Premium), designed to achieve varying levels of support. InService is designed to provide the most accessible and flexible maintenance and repair plans for EV fleet chargers. Our InService plans are brand-agnostic, available to customers with a wide range of charging equipment including InCharge, ABB, ChargePoint, Blink, BTC Power Zematic, Tritium, Eaton, Beam, Tesla, and more. Additionally, InService plans can support out-of-warranty equipment and on-site electrical support. Our strategically located Service Sales Offices ensure rapid and dependable repair and support services within designated geographic areas.</p> <p>Amplifying our customer service offering, InCharge has an experienced Government and Public Affairs team dedicated to tracking incentives, applying for, and winning, grants, and identifying funding opportunities/incentives that can reduce the CapEx and OpEx of the project. This team brings experience and varied industry backgrounds, and has secured multiple funding opportunities, accounting for tens of millions of dollars in project funding for our school district customers. Our grant applications are dependent on program cycles and customer demand. InCharge routinely supports grant and rebate applications for local, state, and federal entities and coordinates with utility providers to ensure equipment is listed on approved product listings and InCharge is listed as a supported vendor.</p>
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>InCharge is very excited about the opportunity to expand and increase its work with Sourcewell participating entities. We consider Sourcewell an integral tool allowing us to streamline the process of connecting participating entities with the proper hardware and software. Given our own success with Sourcewell procurement, the increasing interest we have with our own customer base, and our efforts to educate eligible participating entities on the value of Sourcewell, we're planning expand our Sourcewell sales and marketing teams to develop customer programs to educate and simplify EV transition for the public sector. We have an extensive reach in the US and already have a dedicated public sector team who rely on Sourcewell as a key tool in business.</p>

33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	InCharge is very excited about the opportunity to provide our products and services to Sourcewell participating entities in Canada. We are one of the largest public sector providers in Canada and have nationwide in-house staff coverage. We currently hold Sourcewell Contract for #051123-INC for Sourcewell Fleet Electrification Transition Planning which was extended to the Canoe Procurement Group of Canada.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We can service all geographic areas of the United States and Canada under the proposed agreement.	*
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.	All account types of Participating Entities will have full access to our solutions.	*
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We do not have any.	*
37	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, InCharge is not aware of any current limitations to sell to any Sourcewell entity.	*
38	Describe the process for installation of your products and services and explain the method of quotation, as applicable.	<p>InCharge's turnkey services cover the entire project lifecycle, from initial site assessments to installation and commissioning, ensuring seamless coordination across all stakeholders, including utilities and authorities having jurisdiction (AHJs). To successfully deliver projects, InCharge will employ a structured and detail-oriented approach which encompasses all installation services and quotation process.</p> <p>Following the initial site assessment, our engineering team validates the data, prepares preliminary single-line diagrams and drawings, confirms electrical calculations, and conducts value engineering to reduce installation costs and comply with local requirements. Electrical engineering is an in-house capability.</p> <p>We design, engineer, and build EV charging and behind-the-meter infrastructure harnessing all available federal, state, and local tax/unit incentives, and grants. We design, engineer, and build EV charging and behind-the-meter infrastructure harnessing all available federal, state, and local tax/unit incentives, and grants. Our engineering capabilities include, but are not limited to: turnkey engineering, permitting & utility upgrades, operations workflow support, value engineering (reduction in up-front costs & ongoing operating expenses as well as improvement in overall redundancy & site reliability), construction supervision, microgrid & energy storage integration, energy management & demand response support, weather-specific site adaptations (including snow, flooding, high temperature, low temperature, sea/salt spray, high dust), and field construction & commissioning support.</p> <p>To ensure complete execution of hardware and software offerings, InCharge offers complete installation & commissioning assistance for all products. This includes site development, engineering, permitting, and self-performance capabilities. Alternatively, for customers conducting their own make-ready infrastructure, InCharge offers a bolt-down service that includes field commissioning to ensure the equipment is installed correctly and operational. Our network of subcontractors can be brought in where necessary to address any coverage gaps.</p> <p>The InCharge commissioning process is a comprehensive procedure that ensures the safety, functionality, and longevity of EV infrastructure. InCharge requires a commissioning appointment once stations are installed. During the appointment, the stations are tested to ensure they are installed to specifications before the stations can be fully energized. If an issue is found during the commissioning appointment, that will be provided to the customer so their installer can rectify the issue.</p> <p>Our technicians inspect the installation, verifying proper mounting, wiring, and utility connections to prevent damage and ensure user safety. We initiate charger's warranty and conduct rigorous testing, including power and connectivity checks, screen functionality validation, and a simulated first charge session. An endurance test simulates multiple charging cycles to assess long-term reliability, and we confirm the emergency stop functionality. This meticulous process optimizes performance, extends the lifespan of chargers, and ensure that EV charging station is safe and ready to use.</p>	*
39	Demonstrate your capabilities to provide solutions offered by providing a list of significant government, public agency, or similar entity projects completed in the past five (5) years.	<p>Boston Public Schools (BPS), Massachusetts:</p> <p>InCharge Energy was responsible for engineering and installation support for an infrastructure program in partnership with Boston Public Schools (BPS) and Blue Bird. InCharge has finalized the installation of 39 charging stations for BPS, using increased charging capacity added with support from the local utility, Eversource. Each electric bus is charged daily with a dedicated ICE DC charger.</p> <p>The program became operational in Q2 2023, giving the rest of the fleet time to arrive, and drivers and operators time to learn routes and maintenance procedures. Prior to integrating the 20 buses into the fleet, BPS, Blue Bird, and InCharge Energy trained drivers, mechanics, operations staff, and emergency responders to ensure</p>	

familiarity with the bus design and operation. An estimated 2,561 students ride the buses each day.

Throughout the project, we demonstrated our ability to respond quickly to challenges, particularly when chargers went offline. InCharge resolved these issues through a combination of remote diagnostics and onsite troubleshooting, ensuring minimal downtime and keeping the project on track.

Moreno Valley School District, California:

The Moreno Valley Charging Project, spearheaded by InCharge, assisted in converting 38 MVUSD school buses from diesel to electric, improving air quality, cutting greenhouse gas emissions, reducing noise pollution, and saving money. This project serves as the largest electric school bus fleet in California, serving 31,000 students at 42 schools, and is expected to save the district over \$600,000/year in fuel and maintenance costs. Moreno Valley is now planning on expanding their fleet to 46 all-electric school buses. InCharge supported the district in securing \$1.6 M in government funding across various programs. This included funds from the EPA Airshed Program, SCAQMD Carl Moyer Program, CEC EnergIIIZE Fast Track, and SCE Charge Ready Transport. In this, we were able to stack funds across federal, state, local and utility funds to reduce the upfront project cost.

South Carolina Department of Education, South Carolina:

InCharge is the designated EVSE provider for the South Carolina Department of Education. The project scope includes the purchase of electric buses and EVSE infrastructure, installation of charging stations at designated school sites, and development of a comprehensive charging management plan. This project marks a significant step towards sustainable and environmentally friendly transportation solutions in South Carolina.

Twin River Unified School District, California:

InCharge supported Twin Rivers School District to secure \$7,440,788 from CARB's California Capital Pilot Project: Showcasing Zero-Emission Mobility in Schools. With this funding, InCharge provided the district with a combination of level 2 EVSEs and 2 DC Fast Chargers to support their zero-emission school buses, zero-emission trucks, zero-emission lawn and garden equipment, and zero-emission car share vehicles. To establish this charging infrastructure, InCharge completed design, engineering, and the installation work across four (4) district sites. Throughout the entire process, InCharge worked closely with Sacramento Municipal Utility District (SMUD) to identify the electrical needs and connect the charging infrastructure to the grid. In addition to this funding, InCharge supported the district to secure additional Sacramento Metropolitan Air Coast Quality Management (SMAQMD) funds to offset vehicle costs. SMAQMD supported the funding of up to 18 private access only EVSEs to be used by heavy-duty TRUSD vehicles.

City of Garden Grove Public Works, California:

InCharge successfully delivered a comprehensive and phased fleet transition plan for a diverse fleet of 63 vehicles, encompassing light-duty pickup trucks, medium-duty vehicles, and heavy-duty tractors. We began by conducting an in-depth analysis of current vehicle categories and operational use cases, identifying market-available electric vehicle (EV) alternatives that met the functional and performance requirements of each vehicle type. This analysis formed the basis of a strategically phased vehicle procurement schedule, aligned with the rollout of the required charging infrastructure to ensure seamless integration into daily operations.

Our team performed a detailed assessment of EV charging patterns, which included developing and validating charging session models to optimize charging station utilization and energy consumption. These models accounted for dwell times, energy demands, and operational schedules to design infrastructure that maximize efficiency and minimize downtime for the fleet.

Additionally, InCharge's engineering and project management teams collaborated closely with Southern California Edison (SCE) to navigate the utility's requirements and rebate programs. By recommending an SCE-approved design option, we ensured the project captured the maximum amount of available utility rebates, reducing upfront infrastructure costs and delivering a cost-effective solution for the client.

Tahoe City Public Utility District, California:

InCharge successfully delivered a custom turnkey EV charger solution for the Tahoe City Public Utility District. This project began with a comprehensive consultative fleet transition plan which included vehicle selection, route analysis, Optimal EV chargers, and EPC services. The InCharge team provided a 5-Year Fleet & Equipment Plan encompassing the entire Public Utility District Fleet, considering factors such as:

- Annual budget and distribution across different departments (Water, Sewer, Parks, Recreation, and Tech Services)
- Existing fleet composition and end of life analysis

		<ul style="list-style-type: none">- Analysis of all possible ZEV alternatives- EV charger optimization- Charging profile to reduce demand and energy costs- EV charger location to reduce construction costs- Phased EV charger installation to meet the needs of the city for the next 4 years <p>Following the development of the 5-Year Fleet & Equipment Plan, InCharge proceeded with the subsequent project phases, including engineering, electrical work, civil construction work, chargers (ICE Dual 80 and ICE-180), installation, commissioning, and software integration.</p> <p>Garden Grove School District: InCharge provided a turnkey project including the installation of six (6) ABB Terra 54kW HV DC fast chargers, a maintenance package for electric vehicle charging stations and InControl fleet management software.</p>	
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Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
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40	<p>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>	<p>The marketing strategy for promoting the Sourcewell contract for fleet electrification transition planning, management, and related services would focus on education and the end benefits of fleet electrification, together with educating and promoting around Sourcewell and cooperative purchasing, with the goal of building awareness of the Sourcewell partnership and, ultimately, to secure business through the Sourcewell process.</p> <p>In terms of announcing, InCharge would again issue a press release and LinkedIn post to announce the contract, leveraging the Sourcewell awarded contract logo and linking to the dedicated InCharge-built landing page also featuring the logo, to promote InCharge's offerings to Sourcewell purchasers.</p> <p>Going forward, InCharge plans to build upon prior promotional activity for the Sourcewell contract by further integrating the Sourcewell agreement into inchargeus.com, refreshing the InCharge microsite for Sourcewell, and further optimizing for SEO/SEM for a cohesive approach across paid and organic search efforts. We also plan to incorporate relevant messaging into additional prospect email journeys and in promotional surveys intended to drive engagement about topics of interest to our audiences.</p> <p>With a renewed focus on creating value-add content for prospects and customers to drive engagement and build long-term relationships over the lifecycle, we would incorporate the Sourcewell contract topic into strategically distributed, educational content (ie- blog posts, whitepapers, infographics and videos) in "snackable" content that clarifies the benefits of the Sourcewell contract as a natural step within the process of electrifying a fleet for eligible organizations. With one contract term completed, we also plan to leverage Sourcewell customer success stories case studies to highlight InCharge expertise and experience together with the financial and speed-to-contract benefits of partnering with an organization like Sourcewell for these services. We also are looking to include customer testimonials and stories on the Sourcewell microsite.</p> <p>InCharge plans to continue to seek out opportunities to publish engaging, practical articles illustrating the benefits of contracting with InCharge via the Sourcewell process – for existing segments and for new ones where we are dedicating additional sales focus, including SLED (US) and PLED (for Canoe, in Canada). With a temporary copywriter now onboard, InCharge plans to submit an informational/ promotional article for inclusion in The Source, bringing to life an InCharge-Sourcewell success story for fleet electrification for Sourcewell's participating agencies.</p> <p>We also will continue to promote the program at industry events and webinars, workshops and panels, promoting the agreement using flags to draw those familiar with Sourcewell, plus magnets on chargers as conversation starters, and incorporating the Sourcewell logo and messaging into digitally available promotional material, including one-sheets and brochures, via QR code.</p> <p>Our customer outreach will continue to include targeted digital marketing utilizing search engine optimization to ensure high visibility, paired with tailored email outreach campaigns featuring the Sourcewell awarded contract logo and linking to the Sourcewell landing page. We will also support our new Inside Sales team with trainings and will incorporate Sourcewell cooperative purchasing as part of our overarching financial solutions that help businesses and organizations electrify more quickly and affordably, with tailored options to meet their business goals and budgets.</p> <p>InCharge also plans to collaborate with our new Value-Added Reseller channel partners provide co-brandable materials and to undertake joint marketing initiatives to educate and promote their audience on the Sourcewell contract. As we reach out to existing customers this year for service upsell and software renewal opportunities, we can also incorporate messaging around the Sourcewell opportunity to help encourage customers considering scaling an existing electrification.</p>
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41	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>InCharge Energy continues to escalate our focus on technology and digital data to amplify the reach of our promotional efforts and to create synergies across touchpoints for maximum reach.</p> <p>Starting in 2025, we have replaced the use of apollo.io with Zoominfo B2B database software to identify leads (and contact data) within target market segments – particularly those whose digital activity (such as visits to inchargeus.com) indicates higher than typical intention to pursue fleet electrification. We are also leveraging this tool to identify leads for our financial solutions, our *confidential* new industry-leading (not yet announced) InService service and maintenance options for chargers purchased from other manufacturers, and for our InControl charger management and maintenance software. Finally, our new focus on ABM (account-based marketing), in close collaboration with Sales, involves leveraging weekly Zoominfo reports to identify key signals among top ABM prospects so we can reach out when they are most likely to convert.</p> <p>Once we have identified new leads, we are able to leverage Salesforce Account Engagement (“SFAE” or “Pardot”), implemented in mid-2024, to add these leads to automated marketing journeys, to increase brand awareness and launch products. We also leverage remarketing journeys to reengage once “cold” leads who may have chosen not to electrify when we first interacted with them. We are also creating sales email templates for the team to personalize as desired when reaching out individually for increased impact and effectiveness. Utilizing SFAE, as well as industry trade groups, we can identify members of target segments and tailor email campaigns, website content and digital ads that deliver the right message to the right audience at the right time, ensuring that our messages truly resonate.</p> <p>In conjunction with these strategies, we are leveraging other forms of technology with increasing effort. We have ramped up our social media to average 4-5 posts per week, synergizing our messaging across channels to amplify key outreach initiatives. Using social media listening tools, we can gather insights from conversations and discussions related to fleet electrification to monitor keywords and hashtags – helping us to better understand customer pain points, preferences and trends, and using this data to refine messaging and tailor content. By employing retargeting and remarketing techniques we would stay top-of-mind with potential customers who have already interacted with Sourcewell in the past or who visit or engage with our content.</p> <p>Our 2025 focus also includes hosting multiple webinars, driving registrations via a cadence of email invitations, social posts, partner outreach, and advertising, and post-webinar follow up by email and sales team. We also are leveraging surveys to gather and respond to customer inputs quickly, leveraging these learnings to inform messaging and future strategy. We also plan to publish articles in 2-3 industry publications over the course of the year. Additionally, we will leverage technology to drive engagement at events, particularly ACT Expo in Anaheim, promoting booth visits and booking meetings via email links to encourage awareness and interest in our new InService offering, then using social media daily throughout the event to maximize momentum.</p> <p>In terms of analytics, we have enhanced website contact form data specificity so we can identify the page a visitor was on when they submitted their “handraiser” data for us to contact them, enabling us to tailor our messaging to what is most of interest to them. We are able to analyze the effectiveness of these marketing journeys by segment, and by lead source(s), to adjust messaging, timing, or other elements of overall strategy, with a focus on increasing conversion and reducing customer acquisition cost and sales cycle duration.</p> <p>Our digital analytics tools enable us to assess the effectiveness of marketing campaigns and adjust as necessary, iterating continually to improve conversion. We analyze key KPIs such as website traffic and content engagement to refine messaging and minimize dropoff. By closely monitoring the performance of different campaign messages and tactics, the marketing team will continue to adjust messaging, timing and channels to improve outcomes with different customer verticals, leveraging those insights to make data-backed adjustments for continuous improvement.</p> <p>By persistently leveraging the technology and analytical tools available to us, including the newer SFAE and Zoominfo ones, we are able to focus on improving the quality and purchase intent of our leads and then provide value-added content to educate them via targeted email marketing journeys as well as the website, digital ads, social media, and webinars. Analyzing the performance of these efforts helps us focus on refining them so that we continually optimize for marketing effectiveness - ensuring targeted messaging, personalized experiences, and data-driven decision making. This ongoing focus on improvement increases the likelihood of success in promoting the Sourcewell contract for end-to-end fleet electrification solutions, service and maintenance.</p> <p>The InCharge Energy landing page for Sourcewell can be found here: www.inchargeus.com/sourcewell</p>
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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>It is our understanding that Sourcewell's role is to promote the contract with InCharge by providing a streamlined procurement process and featuring its contracted partners, continuing to onboard agencies, educating member organizations – including its participating agencies - about the benefits of fleet electrification, facilitating connections with these agencies and offering ongoing support.</p> <p>To integrate the Sourcewell-awarded contract into our sales process, InCharge will launch the renewed relationship with a joint press release and leverage various channels including website, social media, email campaigns and industry events to create awareness about the contract, its benefits and the advantages of partnering with InCharge and Sourcewell for fleet electrification services. Marketing efforts will highlight the expertise, streamlined procurement process, and value-added benefits offered by Sourcewell.</p> <p>With the Sales team, including our recently added Inside Sales group, Marketing will then ensure that internal sales team members and project managers are trained on the Sourcewell contract, the RFP submission and landing page, while reviewing available enablement materials, both digital and print, to assist their selling efforts. In addition, Marketing will refresh sales scripts to address any prospect or customer questions. Sales and Marketing will align on a Sourcewell-specific sales plan by customer vertical and will strategize opportunities for converting current customers to become Sourcewell users. InCharge will also direct customers to the Sourcewell program landing page in sales conversations to help increase conversion.</p> <p>Sourcewell plays a key role in enabling program effectiveness through information gathering. By soliciting feedback from members, and industry experts, Sourcewell is positioned well to identify opportunities for improvement and information gaps to convey to its contracted partners. As one of these partners, InCharge will continue to develop its educational resources – now with examples of customer stories and testimonials to help leads more readily envision how Sourcewell can work for their use case and to offer social proof of benefits the InCharge-Sourcewell contract, as demonstrated by other participating agencies.</p> <p>Sourcewell can also provide InCharge with information about agencies who are visiting Sourcewell's fleet electrification landing pages or expressing interest in relevant content (ie – via podcast or visiting relevant The Source articles online) if deemed appropriate and within the participation agreement, so we can initiate outreach to help them with their fleet electrification project. Similarly, InCharge and Sourcewell could collaborate to provide useful content, such as via a webinar or podcast, to expand the reach of the Sourcewell contract.</p> <p>We would also welcome and encourage periodic (1-2x/year perhaps) meetings to review marketing successes and obstacles and share what we are learning collectively to help our mutual success.</p> <p>Together with Sourcewell's consistent and ongoing support of the contract and program, InCharge will continue to review and address customer pain points or knowledge gaps to maximize program success, to ensure a smooth collaboration between InCharge and Sourcewell, and to enable successful customer implementations.</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.	InCharge would create Sourcewell and Participating Entity landing pages for each program. Interested customers visit the page, learn about the program, contact on-staff experts for one-on-one assistance with questions, order equipment and software, etc. An example landing page can be seen here: https://www.inchargeus.com/navistar-portal/ . Please note this is for an OEM dealer, but the Sourcewell and Participating Entities would be branded appropriately.	*

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

Line Item	Question	Response *
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44	<p>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>	<p>InCharge has an in-house training department that leverages GainSight (LMS) The InCharge Academy (ICA) allows all employees to receive remote online learning including product training, service-related training and other HSE related training. In the near future, InCharge will update their LMS to a Viva Learning compatible LMS which bring together the Microsoft suite of tools.</p> <p>The in-house training team is comprised of instructional designers, content specialists, and a Health, Safety, and the Environment (HSE) lead. They are responsible for developing requirements, creating content, and certifying staff contractors and customers. Training requirements promulgated by this team are based on job function, including but not limited to, warehouse operators, medium-voltage technician, maintenance technician, customer support specialist, project manager, etc. Subcontractor standards are also tracked and managed via separate platforms and requirements are promulgated by this team. The training classroom at our Research & Development facility in Richmond, Virginia serves as the basis for in-person training. All technicians are required to complete onboarding coursework with live staff in this facility. In the field, training is augmented through hand-held tools and OJT projects.</p> <p>InCharge provides training on InControl for users with various roles. Live remote training covers log in, dashboard and report customization, familiarity with the chargers list and charger detail, creating notifications, load and smart charging energy management, access control management, vehicle management, and user management. We also provide a library of short training videos. With each software release, we host free live webinars providing training on new features and capabilities, as well as a newsletter detailing changes to our software. For developers, we offer a dedicated developer site, a GraphQL playground with interactive API documentation, and access to our test environment. We can provide either live or pre-recorded demos. In-person training on software is available as a premium offering.</p> <p>Training and support for drivers can be developed with as needed. We also can provide training for site personnel to be trained to perform preventative maintenance and level one repairs.</p>
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45	Describe any technological advances that your proposed Solutions offer.	<p>InCharge offers a comprehensive suite of innovative solutions tailored to meet the diverse charging needs of our clients. Recognizing that each site presents unique challenges, from aging infrastructure with limited electrical capacity to unique layouts and specific requirements, we provide adaptable and effective solutions to ensure successful project implementation and efficient operation.</p> <p>V2X: Our In-Control software is designed with advanced features for V2X (Vehicle-to-Everything) functionality, utilizing OCPP and ISO15118 standards for seamless integration and customization. V2X technology facilitates bidirectional energy flow between electric vehicles and the grid, buildings, or other energy systems, enabling efficient energy management and grid optimization. We offer three V2X models with varying power outputs (22kW, 44kW, and 66kW) and scalable integrated battery storage options to further enhance energy management capabilities.</p> <p>BESS and Microgrid Integration: We offer integration with Battery Energy Storage Systems (BESS) and microgrids to enhance the resilience and sustainability of your charging infrastructure. This allows for optimized energy management, reduced reliance on the grid, and integration of renewable energy sources, such as solar PV.</p> <p>Integrated Power Center (IPC): For locations requiring substantial upgrades to their electrical capacity, our Integrated Power Center (IPC) offers a customizable and cost-effective solution. This "grid-on-a-skid" system integrates medium voltage input, transformer, switchgear, panelboards, meters, and charging stations into a single, pre-tested unit, streamlining installation and minimizing on-site construction time. This approach can significantly reduce the time and costs associated with extensive charging location upgrades, supporting efficient project implementation and minimizing disruption.</p> <p>Portable Charging: One of our innovative products is a portable/mobile charging solution. It consists of a wall box charger attached to a portable cart using a pin and sleeve design. This design provides adaptable and mobile charging capabilities without requiring permanent installation. The Mobile Cart 2.0 comes in two sizes and features detachable cable holsters, secure locking swivel casters, additional storage, and a power cable hook for convenient organization. This versatile solution is suitable for various settings such as warehouses, garages, and off-site locations, offering a flexible and convenient charging alternative.</p> <p>Propane Generator: For emergency preparedness or temporary charging needs, we offer a solution that combines a DCFC, two Level 2 EVSEs, and a propane generator. This self-contained system, housed in a towable trailer, provides reliable charging capabilities even during power outages or in remote locations, ensuring continuity of operations for critical fleets or emergency response vehicles.</p> <p>Above-Ground Raceway: Our above-ground raceway solution offers a cost-effective and less disruptive alternative to traditional trenching methods for charger installations. This approach involves running conduit above ground, minimizing the need for extensive excavation and site disruption, especially beneficial for leased sites or locations with sensitive infrastructure. This method has been successfully implemented for a vehicle OEM at their manufacturing facility, demonstrating its effectiveness in minimizing installation costs and maintaining site operations during project implementation.</p>
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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>InCharge develops our approach to sustainability and environmental justice with the guidance and support of our lead investor, ABB, the world leader in e-mobility and a global leader in sustainable practices. With the support from ABB, InCharge is developing into an industry leader, driving climate action and supporting the advancement towards a net-zero future.</p> <p>In line with the standards set by ABB, our approach aligns with environmental, social, and governance (ESG) goals, ensuring we uphold sustainability principles while advancing the transition to greener mobility. To learn more about our corporate sustainability goals and programs, please visit https://global.abb/group/en/sustainability/sustainability-strategy-2030.</p> <p>InCharge is proud of our contribution to a more sustainable world, the promotion of a low-carbon society, resource preservation, and social progress. Sustainability is a key focus for the ABB/InCharge organization, and we have demonstrated this commitment in our plans for environmental improvements.</p> <p>Emissions: To enable a low-carbon society, we announced new net-zero-aligned targets for 2030 and 2050. These targets cover scope 1 and 2 emissions, with the goal of reducing them by 80 percent by 2030, without carbon offsets. Secondly, we aim to cut scope 3 emissions by 25 percent by 2030. By 2050, the goal is to have reached net-zero in operations and to have cut scope 3 emissions by 90 percent.</p> <p>Circularity: Our Circularity Approach has the goal of ensuring 80 percent of products and solutions meet circularity requirements by 2030. Circularity refers to increasing the share of sustainable materials in products and packaging, reducing waste, maximizing and enabling recyclability and reusability, and extending the lifetime of products. This includes eliminating waste to landfills from operations and helping customers meet their own circularity commitments by offering retrofit, take-back, and recycling services. Under our Sustainability Agenda, a commitment to send zero waste from operations to landfills while developing the capability to prevent waste generation has been established for 2030.</p> <p>InCharge is committed to aligning with and learning from ABB's environmental goals. InCharge is following ABB's footsteps and becoming a leader in driving environmental improvements and progressing towards a net-zero future.</p>
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47	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>Our EV charging stations are at their core, energy-efficient technologies that minimize environmental impact (our proprietary InControl software reports on reduced GHG emissions, for example). These energy management systems minimize energy consumption, and when EV chargers work in tandem with on-site renewable energy courses, they have an even more profound impact.</p> <p>In our own operations, we use all-electric vehicles for our service calls. InControl offers PowerBI and Tableau integrations for creating custom reports and dashboards upon request. Our session reports include sustainability reporting. By virtue of having paid for InControl CMS, LCFS is automatically tracked (i.e. data is tabulated) and reported. InCharge takes this report to the energy market, via a broker, to maximize the return (while ensuring that the energy is 100% green) for the customer quarterly. If preferable, the customer can manage this on their own via a third party.</p> <p>InCharge has ISO 14001, ISO 45001, and ISO 9001 certifications. We actively reduce carbon emissions in our operations and supply chain and always prefer to work with firms that use electric vehicles in their operations and are vocal about their commitments to sustainable practices. By working with suppliers and partners to reduce their carbon footprints, we are committed to delivering on established net-zero-aligned targets to achieve a low-carbon society.</p> <p>We are compliant and have passed tests for RoHS and REACH. Achieving these standards certifies that hazardous materials are not used within the chargers. These tests are based on randomly sampled examinations of the evaluated product that test for lead, mercury, cadmium, chromium VI, polybrominated biphenyls (PBBs), polybrominated diphenyl ethers (PBDEs), DEHP, BPP, DBP, and DIBP according to RoHS (Restriction of Hazardous Substances).</p> <p>InCharge takes into account sustainability principles throughout the entire lifecycle of our charging stations from installation to decommissioning. Our installation practices minimize environmental disruption, including reduced construction waste and energy use. In terms of packaging, we use sustainable materials like wood and cardboard. We use no Styrofoam in our packaging and operations and instead, we utilize water dissolvable starch internal packaging. With regards to operation and maintenance, our chargers are equipped with remote monitoring and diagnostic capabilities, which reduces the need for technician travel and unnecessary resource expenditures. If an onsite technician is required, our expert in-house service team can repair chargers more effectively than our competitors—therefore extending the lifetime of our equipment. If we encounter nonfunctional charger components, we send them to the original equipment manufacturer for warranty claims or properly recycle the part dependent on the composition. At the end of a charger's life, it will be salvaged of functional parts and components. Next, the charger will be collected by a local group who will then recycle it or safely dispose of it dependent on the composition. We work diligently to responsibly recycle, adhering to any necessary standards. When possible, we also offer refurbished units at a discounted price.</p>
48	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>InCharge provides a unique combination of electric vehicle (EV) solutions, industry expertise, and a strong commitment to customer service that sets us apart in the industry. We are one of the few providers that offer a fully vertically integrated model, which includes in-house hardware, software, engineering, installation, and maintenance. This integration allows us to streamline project execution and reduce reliance on third-party providers, making us a one-stop shop. Our streamlined approach offers Sourcewell participating entities a single point of contact and accountability throughout the entire project lifecycle.</p> <p>Our extensive experience, with over 20,000 charge ports installed across North America and Europe, solidifies our position as a leading EV charging hardware provider. Our nationwide design, engineering, and installation footprint, coupled with our proprietary cloud-based software, InControl, empowers us to manage fleet uptime and ensure predictable electric fueling costs.</p> <p>We are the preferred EV infrastructure provider for 20 different OEMs serving the public sector, demonstrating our commitment to interoperability and a seamless customer experience. Our end-to-end solutions cater to the diverse needs of public sector customers, encompassing our own hardware, InControl software, dedicated service and support with in-house technicians, a grants and incentives team, and flexible financing options (CaaS).</p> <p>We are also committed to develop and provide innovative service offerings such as V2X, BESS, microgrid, and mobile charging, ensuring we remain at the forefront of industry innovations. The financial stability from ABB being our lead investor also enables us to maintain a substantial inventory, valued at over \$20 million, which can be pre-commissioned and delivered within 10 days, minimizing project lead times for our clients.</p>

49	Describe all end-user payment methods offered for charging, as applicable.	<p>InCharge can easily add secure payment access to publicly available InCharge charging stations. We offer Credit Card Payment and app payment via our partner EVConnect. That way, all public, non-subscription-based use cases can be served. We offer PIN, RFID, Credit Card, NFC reader, and APP payment solutions. Depending on how the customer wants to set up its payment system, we can adjust accordingly.</p> <p>In addition to our hardware and software offerings, InCharge provides a unique financing solution, Charging-as-a-Service (CaaS), for clients' charging and infrastructure costs. In the CaaS model, InCharge owns the infrastructure, typically with a term between 7-10 years. This financing includes the costs of chargers, installation, warranty, , and maintenance. Financing a project transfers high capital expenditures to operational expenses, eliminating capital outlay. Payments through CaaS are either on a per-mile basis, per kWh basis, or monthly/annual payments. At the end of the lease, the fleet and InCharge will come to an agreement on ownership of infrastructure, where the fleet typically buys out the equipment at the end of lease for a depreciated amount. Customized agreements are also possible, on a case-by-case basis. This financing solution is not just limited to charging infrastructure but has also been implemented towards the purchase of Electric Vehicles/Buses/Trucks. There is an alternative to the CaaS option, called Fleet-as-a-Service, in which vehicles are included in InCharge ownership. In this option, the solution remains the same, but vehicle ownership is in the hands of InCharge, rather than the fleet.</p>	*
50	Identify the data collected when your equipment, products, and services are accessed by an end-user.	When an end-user accesses InCharge Energy's equipment, products, and services, the data collected includes user identification and authentication credentials. It also includes charging session information (start/end times, energy consumption, duration). Location data of the charging station is collected. And any payment details, if applicable, are collected.	*
51	Describe applicable data security measures and identify any services performed outside the US or Canada, as applicable.	<p>Data security measures at InCharge Energy involve a multi-layered approach to protect sensitive information. InCharge complies with relevant data privacy regulations, including PCI DSS, SOC II Type 2, CPRA, and GDPR. All development and support operations are based in the USA, adhering to the "need to know" and "least privilege" principles. No services are performed outside the US or Canada. Our cloud-based infrastructure eliminates the need for physical security measures such as server rooms and building access control. We enforce strict access control policies, including two-factor authentication (2FA) and Single Sign-On (SSO) with enterprise identity management systems.</p> <p>Our system resides in a private Amazon Web Services (AWS) cluster, utilizing purpose-built microservices for data and command processing and storage. A GraphQL API provides a secure endpoint for data exchange, with access controlled by public and secret keys managed by the user. Data access is restricted to the scope of a given account, following a tree structure to limit visibility. Customer roles define read-write access, providing granular control over data interactions.</p> <p>User activity is audited and tracked, and data is retained for the life of the subscription plus three years. Customers can request access to their data after termination for a one-time download. Access control is further managed through user roles and permissions, with read-only access for general employees and varying write privileges for operational and service personnel. Analytics and threat monitoring software track access attempts from outside the USA. Data is anonymized after three years to preserve audit capabilities while protecting customer privacy.</p>	*

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>InCharge Energy demonstrates its commitment to long-term stewardship through comprehensive support and service offerings, robust warranties, and a dedication to continuous improvement and innovation. Our company's primary focus is fleets, which demand reliable uptime. By directly performing repair and maintenance services with in-house technicians and providing error notifications to dispatch resources directly from InControl, InCharge traditional service offerings ensure 98% of fleet uptime. Our team funnels field-based learning from our technicians, project managers, engineers, and service coordinators to produce immediate technology advancements for customers. We also maintain a spare parts supply of first-party parts in our engineering center and warehouse in Richmond, Virginia.</p> <p>InCharge provides comprehensive service and support options designed to maximize EV charger uptime, particularly for demanding fleet operations. Our equipment includes a baseline 2-year manufacturer's warranty with an option to extend coverage up to five years with optional extended warranty plans for years 3, 4, and 5. Beyond warranty coverage, we can offer a range of maintenance and repair plans tailored to the specific needs of Sourcewell clients. This includes Preventative Maintenance and tiered InService plans (Standard, Dedicated, and Premium), designed to achieve varying levels of support.</p> <p>InService is designed to provide the most accessible and flexible maintenance and repair plans for EV fleet chargers. Our InService plans are brand-agnostic, available to customers with a wide range of charging equipment including InCharge, ABB, ChargePoint, Blink, BTC Power Zemetrix, Tritium, Eaton, Beam, Tesla, and more. Additionally, InService plans can support out-of-warranty equipment and on-site electrical support. Our strategically located Service Sales Offices ensure rapid and dependable repair and support services within designated geographic areas.</p> <p>Our preventative maintenance services offer a full inspection and detailed care of each charging station and cleaning of the surrounding area. These can be 1-12 times per year depending on usage and environmental conditions. Our expert service technicians adhere to an organized preventative maintenance scope of work that consists of a thorough checklist for each major part of the project: the charging station, plug and cords, pedestal, and the surrounding area.</p> <p>Our Support Operations Center (SOC) provides responsive support through multiple channels: by phone at 833-772-4638, via email at support@inchargeus.com, and through the InControl Maintenance Software Request system, which allows users to submit tickets and track their status directly from the CMS dashboard. We offer proactive monitoring and support 24/7, often addressing charger issues before customers are even aware of a problem. Our response times vary depending on the service level package, but it is 2 hours in our standard offerings.</p> <p>Through our SOC and in-house technicians, we fix 75% issues remotely. If a hardware issue cannot be solved remotely, we will create the dispatch to arrange to have a tech onsite to make the repair within 3 days or less. If parts are required to make the repair, those parts will be ordered so the tech can complete the repair in one visit.</p> <p>In addition to our maintenance and repair plans, our dedication to continuous improvement and innovation is reflected in our product roadmap and strategic initiatives. We are actively expanding our service capabilities, including growing our in-house technician team and incorporating support for multiple brands of EV chargers. This commitment to staying ahead of industry trends and evolving customer needs ensures that we can provide sustainable and reliable charging solutions for years to come.</p> <p>Our strong financial foundation, evidenced by the ABB/InCharge team's robust balance sheet, further reinforces our commitment to long-term stewardship. This financial stability enables us to invest in research and development, expand our service offerings, and continue to provide innovative and reliable charging solutions to our clients.</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	InCharge does not hold a Minority Business Enterprise (MBE) Certification. Where needed, we utilize a robust network of licensed and trained subcontractors who hold this certification.	*
54		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	InCharge does not hold a Women Business Enterprise (WBE) Certification. Where needed, we utilize a robust network of licensed and trained subcontractors, some of whom hold this certification.	*
55		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	InCharge does not hold a Disabled-Owned Business Enterprise (DOBE) Certification. Where needed, we utilize a robust network of licensed and trained subcontractors, some of whom hold this certification.	*
56		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	InCharge does not hold a Veteran-Owned Business Enterprise (VBE) Certification. Where needed, we utilize a robust network of licensed and trained subcontractors who hold this certification.	*
57		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	InCharge does not hold a Service-Disabled Veteran-Owned Business (SDVOB) Certification. Where needed, we utilize a robust network of licensed and trained subcontractors who hold this certification.	*
58		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	InCharge does not hold a Small Business Enterprise (SBE) Certification. Where needed, we utilize a robust network of licensed and trained subcontractors who hold this certification.	*
59		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	InCharge does not hold a Small Disadvantaged Business (SDB) Certification. Where needed, we utilize a robust network of licensed and trained subcontractors who hold this certification.	*
60		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	InCharge does not hold a Women-Owned Small Business (WOSB) Certification. Where needed, we utilize a robust network of licensed and trained subcontractors who hold this certification.	*

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.	InCharge can accept ACH or check payments. Our payment terms are net 30.	*

62	Describe any leasing or financing options available for use by educational or governmental entities.	In addition to our hardware and software offerings, InCharge provides a unique financing solution, Charging-as-a-Service (CaaS), for clients' charging and infrastructure costs. In the CaaS model, InCharge owns the infrastructure, typically with a term between 7-10 years. This financing includes the costs of chargers, installation, warranty, , and maintenance. Financing a project transfers high capital expenditures to operational expenses, eliminating capital outlay. Payments through CaaS are either on a per-mile basis, per kWh basis, or monthly/annual payments. At the end of the lease, the fleet and InCharge will come to an agreement on ownership of infrastructure, where the fleet typically buys out the equipment at the end of lease for a depreciated amount. Customized agreements are also possible, on a case-by-case basis. This financing solution is not just limited to charging infrastructure but has also been implemented towards the purchase of Electric Vehicles/Buses/Trucks. There is an alternative to the CaaS option, called Fleet-as-a-Service, in which vehicles are included in InCharge ownership. In this option, the solution remains the same, but vehicle ownership is in the hands of InCharge, rather than the fleet.	*
63	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Please see attached Quote Template with Terms&Conditions as well as a sample Services Agreement.	*
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?	Depending on how the customer wants to set up their payment system, we try to handle accordingly. Payment can be made via ACH or check.	*
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.	We have provided a discount off MSRP for the Sourcewell program. Please see the attached pricing sheet for the standard products and services we provide. Pricing discounts to Sourcewell Entities range from 0% - 53%.	*
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.	The percentage discount can vary by product type. Please note some products have a Cost + Model (no price specified) as they are highly variable depending on customer use case.	*
67	Describe any quantity or volume discounts or rebate programs that you offer.	Pricing has been significantly discounted for Sourcewell and Participating Entities, although we are open to providing volume-based discounts for customers.	*
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.	We would like to provide a "Customer Sourced" MISC SKU for items that are not presented explicitly in our pricebook. We will offer these items at a comparable discount to the rest of our offerings. You'll note others "Product Families" also feature a MISC SKU to ensure all customer needs are met.	*
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.	Please note some line items do not have a cost given it is highly variable and dependent on customer need. Any non-standard options are billed on a time & materials basis.	*
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.	InCharge offers full service delivery through a shipping brokerage. 100% of all LTL freight shipments go through this brokerage. If a customer would like to set up their own shipping, they are able to do so. Prices will vary based on customer location. InCharge aims to find the most cost-effective pricing while still maintaining high quality shipping standards. All small parcels shipped out go through FedEx. InCharge has negotiated volume discounts that are passed on to the Sourcewell customer shipments.	*
71	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	InCharge offers shipping to Alaska, Hawaii, and any US territories. There is a price increase and extended lead times to an additional 2-3 weeks. Pricing will vary based on what is being shipped and quantity of material. InCharge offers shipping to all provinces of Canada.	*

72	Describe any unique distribution and/or delivery methods or options offered in your proposal.	InCharge is one of the few EV charging providers that keeps a large inventory in stock so customers are able to receive units in a matter of days. The large volume of shipments allow us to get preferred pricing and faster delivery than others in the industry.	*
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.	InCharge will ensure that Sourcewell participating entities obtain the proper pricing, and that our team provides all necessary sales reports, and remits the proper administrative fees. Sales reports can be provided on a timeline deemed appropriate per Sourcewell and its participating entities.	*
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.	Internal metrics include estimated time to completion, estimated cost to completion, profitability as a percentage of total revenue, and customer satisfaction score at the end of the job.	*
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.	2%	*

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.	InCharge's price submission is comparable too, or in many cases, more competitive than our current Sourcewell contract for Fleet Planning (including other cooperative purchasing agreements contracts currently held).	*

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>InCharge Energy provides comprehensive, fully integrated, and scalable solutions to facilitate the transition of public sector fleets to electric vehicles. Our end-to-end offerings encompass a range of products and services designed to meet the diverse needs of Sourcewell participating entities.</p> <p>The main products and services we provide are:</p> <ul style="list-style-type: none"> - EV fleet planning services, including comprehensive consultations, detailed reporting, and expert project management. - Full suite of certified EV chargers, ranging from Level 2 AC chargers to high-powered 600kW DC fast chargers (DCFCS). - Integrated fleet management software, InControl, which provides advanced load management capabilities, optimizing energy consumption and reducing costs. - Turnkey EPC services, encompassing in-house design, engineering, installation, permitting, utility coordination, and commissioning. - Brand-agnostic service and maintenance plans (InService) with customizable options to cater to the specific needs of our customers. - Grants and incentive support, available to customers throughout the project lifecycle, to help them identify and secure available funding opportunities. - Charging-as-a-Service (CaaS) financing, providing flexible payment solutions for EV charging infrastructure. <p>InCharge is uniquely positioned as one of the few providers offering a complete end-to-end solution, encompassing in-house hardware and software, turnkey installations, and dedicated program management with detailed reporting. This integrated approach ensures seamless implementation and optimal performance throughout the entire deployment process. Each new customer engagement starts with an analysis of the charging needs for each individual fleet charging location. Our inputs include understanding routes, vehicles, battery sizes, climate, and subsequent thermal considerations, as well as available dwell times for charging. Dwell times are often mitigated by electricity charges such as time-of-use tariffs and demand charges. This analysis also investigates current electrical capacity needs as well as those five or more years out to ensure Entities install the proper power for today's fleet electrification needs as well as those in the future. This consultative service is included as part of our standard customer engagement.</p> <p>We also provide all EPC services to our customers. Our team is focused on fleets, which require reliable charger uptime. By directly performing repair and maintenance services with its own on-staff technicians and providing error notifications and dispatching directly from the software platform InControl, InCharge produces the industry's highest real-world uptime as measured by kW available for vehicles. The close integration of service labor and the technology platform allows technicians to arrive onsite with the correct parts and tools swiftly or to efficiently resolve an event remotely, perhaps via discussion with onsite facilities staff.</p> <p>In addition to our core offerings, InCharge provides value-added services that enhance the capabilities and sustainability of EV charging infrastructure. These include V2X technology, enabling bidirectional energy flow between electric vehicles and the grid, buildings, or other energy systems, facilitating efficient energy management and grid optimization. We also focus on microgrid integration, integrating EV charging infrastructure with microgrids to enhance resilience, optimize energy use, and reduce reliance on the grid. Furthermore, we offer BESS integration, incorporating Battery Energy Storage Systems into charging infrastructure to further enhance energy management capabilities, enabling peak shaving, load shifting, and backup power during outages.</p>
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78	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Within this RFP category "On-Grid Electric Vehicle Supply Equipment and Related Services", the subcategories of solutions that best describe our products and services include:</p> <ul style="list-style-type: none"> - Electric Vehicle Supply Equipment (EVSE): Covering all forms of on-grid network and charging hardware and related infrastructure, including Level 2 AC chargers, high-powered DC fast chargers (up to 600kW), and innovative solutions like Vehicle-to-Everything (V2X) technology and Battery Energy Storage Systems (BESS). - Installation and EPC Services: Encompassing site assessment, preparation, materials, and complete installation of EVSE, as well as full-service, turnkey solutions that include consulting, design, engineering, commissioning, and installation. - Charging Management and Software: Providing the InControl CMS with features for charger management, access control, alerts, reporting, load management, and grid integration. - Maintenance and Support: Offering comprehensive maintenance, repair, parts, and training services for sustained EVSE operation. - Utility Coordination: Facilitating seamless integration with utility programs, including demand response and energy management initiatives. <p>Value-Added Services:</p> <ul style="list-style-type: none"> - Grants and Incentives Support: Assisting clients with identifying and securing available incentives for EV charging infrastructure. - Subscription Models: Offering flexible options for EV charging solutions, including Subscription as-a-Service and Charging as-a-Subscription (CaaS). - Site Acquisition Support: Providing guidance in acquiring suitable locations for EV charging infrastructure. - Telematics and Data Analytics: Enhancing charger management and optimization through advanced reporting and analysis". 	*
79	<p>Demonstrate your experience and capabilities installing and supporting Level 3 DC Fast Chargers</p>	<p>InCharge offers comprehensive turnkey solutions to streamline our client's electrification process. Our extensive experience and expertise in deploying and managing EV charging infrastructure enable us to provide comprehensive turnkey solutions that streamline the electrification process for our clients. We have a nationwide footprint, with over 20,000 charger installations across the United States, demonstrating our ability to handle projects of varying scales and complexities. Our services encompass all aspects of the electrification process, from site planning and permitting to the installation and commissioning of both Level 3 DC Fast Chargers and Level 2 chargers.</p> <p>In addition to our installation expertise, we leverage our deep industry knowledge and data-driven tools to provide accurate kWh predictions, ensuring optimal charger placement and configuration for maximum efficiency. Our strong partnerships with major EV OEMs and comprehensive interoperability testing guarantee a seamless customer experience and minimize compatibility issues.</p> <p>Our extensive inventory of chargers, parts, and infrastructure, coupled with industry-leading remote troubleshooting capabilities, ensures timely project completion and minimal downtime. Our ability to remotely resolve 75% of issues further minimizes disruption and maximizes operational efficiency for our clients. We are also offering customizable InService warranty and maintenance plans that ensure ongoing support for DCFC charging infrastructure. Our current break/fix service aims for resolution within a week, with a target of 72 hours. This includes a 2-hour response time (acknowledging your service ticket) and a dispatch time that typically ranges from 3 to 5 days.</p> <p>Our comprehensive approach to installation and support includes:</p> <ul style="list-style-type: none"> - Site Assessment (1-2 weeks): Our in-house team conducts thorough site assessments, including route analysis, vehicle review, and in-person visits to evaluate all site conditions and optimize charger placement. - Engineering & Permitting (1-8 months): Our in-house electrical engineering team validates data, provides initial single lines/drawings, confirms electrical calculations, and completes value engineering to reduce costs and meet local requirements. - Installation (2-6 weeks): We offer complete installation and commissioning services for all products, including site development, engineering, permitting, and self-performance capabilities. - System Readiness & Charger Commissioning (1-2 weeks): We verify delivery and commissioning of all equipment, conducting thorough testing and inspections to ensure proper installation and functionality. <p>Our commitment to quality and efficiency is evident in our pre-commissioning process, where all equipment undergoes thorough checks and inspections at our Richmond warehouse before deployment. This rigorous process ensures that our clients receive reliable and fully functional Level 3 DC Fast Chargers, minimizing downtime and maximizing the benefits of their EV charging infrastructure.</p>	*

80	Demonstrate the capabilities of proposed equipment, products, or services in regard to Charger-to-Charger Network Communication, Charging Network-to-Charging Network Communication, and Charging Network-to-Grid Communication.	<p>InCharge, through its InControl CMS, offers a robust and scalable EV charging solution featuring advanced communication capabilities across Charger-to-Charger, Charging Network-to-Charging Network, and Charging Network-to-Grid interactions. Our system's foundation is built on OCPP 1.6, with OCPP 2.01 implementation underway, ensuring interoperability and adherence to industry standards.</p> <p>Charger-to-Charger communication: While the traditional central management system (CMS) architecture communicating via OCPP to EVSEs can introduce latency, InCharge is pioneering a hybrid approach. This involves local controllers, connected to the CMS, which can manage specific functionalities and override charging profiles based on real-time signals from on-site devices like meters and building energy systems. OCPP/Modbus connectors will ensure continued local controller operation even during connectivity outages. This hybrid cloud-local system improves the responsiveness of on-premise microgrid components and the reliability of their functions, while maintaining centralized management capabilities. This approach leverages the reliability and scalability of cellular networks (4G, 5G) and ethernet for primary communication, offering advantages over WiFi's potential instability and susceptibility to interference.</p> <p>Charging Network-to-Charging Network communication: InCharge prioritizes industry-leading integration capabilities and interoperability. InControl's OCPP compatibility ensures interoperability with over 20 EVSE OEMs, including ABB, Siemens, LiteOn, Zemetric, SemaConnect, and others. This interoperability testing and OEM certification facilitates out-of-the-box compatibility for mixed fleets. The OCPP 1.6 certified and OCPP 2.01 compliant (certifications underway) InControl software enables seamless communication between hardware and software from various charging solution providers adhering to these standards. InControl provides comprehensive control, operation, communication, diagnostic, and data capture functionalities for EVSEs. Users can manage chargers, access control, alerts, naming, reporting, error/issue reports, load and energy management policies, and support cases. A comprehensive dashboard offers live data, interactive charger tables, and detailed charger views with charging curve graphs. A suite of in-app reports covers session, status, port status, and vehicle data.</p> <p>Charging Network-to-Grid communication: InControl's API enables integration with energy management systems, facilitating communication with the local microgrid. Successful integrations have been performed with partners like STEM, Leap, Scale, and Fermata. The system can receive dynamic messages from energy management systems to adjust charging at the site or charger level. Built-in charger load management enables peak shaving, time shifting, and power limits for demand charge management. The system automatically limits peak power and rebalances energy across sessions within pre-set limits. PowerBI and Tableau integrations are available for custom reporting. Sustainability reporting is included in session reports, and carbon credit data like LCFS can be automatically transmitted. OpenADR 2.0b certified, and a member of the OpenADR Alliance, InCharge can receive demand response requests from utilities via JSON or API integration to its load management features, depending on utility or VPP and energy broker preferences.</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
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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	<div><div><div><div><div></div><div>Yes</div></div><div><div></div><div>No</div></div></div></div></div>	InCharge is simplifying and accelerating commercial fleet electrification in North America. The vertically integrated company's reliable and scalable turnkey solutions for EV infrastructure equip North America-based businesses, auto manufacturers and dealerships, school districts, and public agencies with everything they need to seamlessly electrify their fleets and optimize daily operations. The company's wide range of dependable and robustly tested EV charging hardware is complemented by innovative offerings that are unique to InCharge, including its open API and scalable InControl charge management software, with user-friendly tools to optimize vehicle uptime, mitigate demand charges, and reduce charging-related energy costs while simplifying charging operations. InCharge offers a robust portfolio of reliable, innovative, and scalable hardware & equipment. Our full suite of chargers includes DC Fast, Split Systems, AC Level 2, and V2X, interoperability proven with 20+ OEMs. With mobile charging solutions, battery energy storage, microgrids, and accessories, InCharge is prepared to meet every customer need - including options for Energy Star certification, NACS compatibility, Buy America compliance, and Payment by mobile app. The ICE family of Level 2 chargers offers compact, cost-effective, and reliable charging solutions for fleets, ideally suited for sites with space constraints or vehicles with long dwell times. The ICE family of DC Fast chargers offers convenient, high-power charging for faster charge times and optimized fleet operations. The ICE family of Vehicle-to-Everything (V2X) bidirectional chargers allow for cost savings for fleets while promoting grid stability and sustainability. InCharge's line of multi-electric vehicle charging products is the future of fleet charging. Super fast and super flexible, these split systems offer powerful charging solutions for a variety of fleets.	*
82		Services related to the offering	<div><div><div><div><div></div><div>Yes</div></div></div></div></div>	InCharge provides scalable,	

		of electric vehicle charging hardware, including maintenance, repair, parts, supplies, and training	<input checked="" type="radio"/> No	<p>turnkey, and end-to-end EVSE solutions including hardware, maintenance, repair, parts, supplies and training.</p> <p>EV Charging Hardware: InCharge provides a wide range of charging station equipment as well as additional hardware that can support EVSE grid connections. Our hardware equipment is comprised of both EV charging hardware and specialized mounting equipment depending on customer requirements and site conditions. Our portfolio of products starts with 40A L2 chargers and can scale to a distributed multiport 600kW system. These products also include three ICE V2X models and scalable integrated battery storage options. InCharge also can support projects with other hardware and has experience servicing a variety of charger models and units to fit the need of our customers. InCharge has a comprehensive and diverse range of products to meet the desired needs of Sourcewell Participating entities.</p> <p>Parts and Supplies: InCharge is one of the few EV charging providers that keep such a large volume of inventory in stock and our inventory is held in Richmond, Virginia. Our business' volume often allows us to secure preferred pricing and faster delivery than our competitors. Depending upon the equipment being ordered, our typical lead times are in the range of 8 to 12 weeks after receipt of order (ARO). Our large volume of inventory will ensure InCharge can provide hardware and related equipment to Sourcewell participating entities faster than our competitors.</p> <p>Maintenance and Repair: InCharge has expanded its in-house service, offering charger-agnostic repair and maintenance with the goal of providing the best all-around support for our customers. InCharge provides comprehensive service and support options designed to maximize EV charger uptime, particularly for demanding fleet</p>
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			<p>operations. Our equipment includes a baseline 2-year manufacturer's warranty with an option to extend coverage up to five years with optional extended warranty plans for years 3, 4, and 5.</p> <p>Beyond warranty coverage, we can offer a range of maintenance and repair plans tailored to the specific needs of our clients. This includes Preventative Maintenance and tiered InService plans (Standard, Dedicated, and Premium), designed to achieve varying levels of support.</p> <p>InService is designed to provide the most accessible and flexible maintenance and repair plans for EV fleet chargers. Our InService plans are brand-agnostic, available to customers with a wide range of charging equipment including InCharge, ABB, ChargePoint, Blink, BTC Power Zemetrix, Tritium, Eaton, Beam, Tesla, and more. Additionally, InService plans can support out-of-warranty equipment and on-site electrical support. Our strategically located Service Sales Offices ensure rapid and dependable repair and support services within designated geographic areas.</p> <p>Our preventative maintenance services offer a full inspection and detailed care of each charging station and cleaning of the surrounding area. These can be 1-12 times per year depending on usage and environmental conditions. Our expert service technicians adhere to an organized preventative maintenance scope of work that consists of a thorough checklist for each major part of the project: the charging station, plug and cords, pedestal, and the surrounding area.</p> <p>InCharge also offers 24/7 telephone support as well as email and in-app requests to best accommodate our customers.</p> <p>Training: Below we have detailed our offerings for software and hardware training as well as our training format options.</p>
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			<p>Unlike other EVSE providers, InCharge has an in-house training program and is equipped with extensive resources and experience to deliver the highest quality of training to Sourcewell participating entities.</p> <p>Charge Management Software Training: InCharge provides training on InControl for users with various roles. Live remote training covers log in, dashboard and report customization, familiarity with the chargers list and charger detail, creating notifications, load and smart charging energy management, access control management, vehicle management, and user management. We also provide a library of short training videos. With each software release, we host free live webinars providing training on new features and capabilities, as well as a newsletter detailing changes to our software. For developers, we offer a dedicated developer site, a GraphQL playground with interactive API documentation, and access to our test environment. We can provide either live or pre-recorded demos. In-person training on software is available as a premium offering.</p> <p>Hardware Training: InCharge provides basic and complimentary training to staff during our charger commissioning appointments. We can also provide training for site personnel to be trained to perform preventative maintenance and level one repairs. We can provide Sourcewell participating entities with a mixture of in-person and online training. InCharge also offers various resources and training templates to ensure the safe use and operation of chargers. We have extensive experience collaborating with customers and OEMs to produce customized training videos tailored to specific equipment. This can be in the form of onsite, virtual, or recorded trainings. Training videos can be developed to meet the specific needs of Sourcewell participating entities, guiding the safe</p>	*
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			<p>and proper use of chargers. Some examples of our live tech training and videos include demonstrations of the customer charging process, unboxing videos for ICE Chargers, and tutorials on the removal of a stuck charging handle from a vehicle. These resources can equip users with the knowledge and skills required for the safe and efficient operation of chargers. During the video creation process, our team collaborates with each customer to ensure that we have the appropriate vehicle for the video. For example, Navistar/International allowed us to use their facility and chargers to create these videos. Our goal is to capture the charging process from start to finish and include the relevant. Some vehicles used in the videos were also company vehicles. InCharge also has comprehensive online courses used internally that can be shared with our partners. Both offer sections which cover various aspects such as product knowledge, installation techniques, troubleshooting, safety protocols, and customer service best practices. Additionally, we provide ongoing support and resources to ensure that our partners stay current with the latest industry trends and advancements.</p> <p>EVSE Technician Training/Workforce Development: As a vertically integrated electric vehicle supply equipment (EVSE) provider, InCharge has always prioritized a highly skilled in-house team of service technicians. Most manufacturers rely on external parties with little oversight to complete installation, maintenance, and construction services. After success training our company internally, we saw the opportunity to expand beyond InCharge and offer our training to a wider audience with the goal of providing a key solution to close a critical gap in the EV workforce. InCharge offers a comprehensive and intensive electric vehicle and electric vehicle charger technician training program that is highly flexible and</p>
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				<p>adjusts according to the amount of funding, time, and content each of our partner's desire. We currently provide electric vehicle and charger training programs that scale from 1- and 3-day trainings to 12- and 16-week training courses. We work with local air pollution districts, automobile dealerships, public and private fleet operators, electricians and contractor groups, nonprofit organizations, workforce development boards, public agencies, community and technical colleges, and other charging companies. InCharge training provides trainees with access to a wide range of electric vehicles and chargers. In addition to in-person instruction, hands-on vehicle and charger training, our training programs regularly incorporate offsite visits to industry partners such as dealerships, major fleet depots, and more to enrich the classroom curriculum and provide practical exposure to the wider industry.</p>
83		<p>Site assessment, site preparation and materials, and installation services related to electric vehicle charging hardware</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>InCharge delivers an end-to-end approach, including site assessments, site preparation and materials, and installation services related to electric vehicle charging hardware. Our vertically integrated model ensures seamless execution and superior uptime, minimizing project issues and achieving project timelines.</p> <p>Site Assessment & Preparation: As a vertically integrated EVSE provider, InCharge regularly performs site assessments for customers. An InCharge in-house team completes three key site assessment activities: route analysis to assess miles driven, dwell time, and operational flow, vehicle review to assess charging rates, electric rates/demand, and thermal load, and lastly, an in-person visit to assess all site conditions, including available power, panel location, logistics, charging port locations, and future-proofing analysis. Combined, this allows our team to make the most efficacious recommendations that optimize the location of the chargers based on cost,</p>

					<p>customer operations, and OEM requirements.</p> <p>Site assessments consist of an analysis of electrical systems, grid connections, and available infrastructure. Then an analysis of the vehicle operations and requirements, ideal charger placement based on site layout, evaluation of available power constraints, future proofing, and utility coordination.</p> <p>Engineering: Once the initial site assessment is complete, our engineering team validates the data, provides initial single lines/drawings, confirms electrical calculations, and completes value engineering to reduce the cost of the installation and meet local requirements. Electrical engineering is an in-house capability. We believe it is critical to have in-house staff providing direct service to achieve the turnaround and quality that customers require. These production capabilities are one key arena that provides added value. We design, engineer, and build EV charging and behind-the-meter infrastructure harnessing all available federal, state, local tax/unit incentives, and grants. Our engineering capabilities include, but are not limited to: turnkey engineering, permitting & utility upgrades, operations workflow support, value engineering (reduction in up-front costs & ongoing operating expenses as well as improvement in overall redundancy & site reliability), construction supervision, microgrid & energy storage integration, energy management & demand response support, weather-specific site adaptations (including snow, flooding, high temperature, low temperature, sea/salt spray, high dust), and field construction & commissioning support. When multiple sites are in consideration, the engineering team can provide the recommendations on ideal sites for electrification based on site layout, service capacity, ease of construction, etc.</p>	
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Installation Services:
To ensure complete execution of hardware and software offerings, InCharge offers complete installation & commissioning assistance for all products. This includes site development, engineering, permitting, and self-performance capabilities. Alternatively, for customers conducting their own make-ready infrastructure, InCharge offers a boltdown service that includes field commissioning to ensure the equipment is installed correctly and operational. Our network of subcontractors can be brought in where necessary to address any coverage gaps.

When InCharge self-performs installation work, we are subject to local licensing requirements as indicated by the state, local, or the authority having jurisdiction (AHJ). They could be either a licensed general or electrical contractor. Combined with our contractor network, all necessary licenses will be secured.

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	<p>Our proprietary InControl software is quickly becoming the standard for charging solutions throughout North America. With a focus on OEM partnerships we ensure compatibility of the vehicle, charger, and controls by thorough interoperability testing at our test facility and our OEM partners' factories. InControl makes EVSE infrastructure management simple, fast, and efficient. InControl is a cloud-based Subscription-as-a-Service (SaaS) product that does not require IT integration. The software is built with industry-leading security and reliability. It features multi-factor authentication and end-to-end encryption. The platform is designed for the scalability of fleets, facilities, and vehicles with a GraphQL API that increases performance, reliability, and customization. The software reduces operating costs with remote service offerings, over-the-air updates, and energy management functions. Users can track service, warranty, and preventative maintenance. InControl manages charging stations' access control, usage data, remote management, network operations, and advanced load management capabilities. Designed in-house by fleet experts, InControl contains load management capabilities using predictive analysis of charging habits, sophisticated algorithms, and local utility costs to reduce operating expenses and reach total cost of ownership (TCO) targets. This load management capability leverages energy savings by gathering information on time-of-use (TOU), power consumption, utility considerations, with building level control and telematics data. InControl's load management software ensures that fleets charge at off-peak hours, thus reducing costs associated with electricity consumption during peak times that are more expensive. Our commitment is to a 99% platform uptime including scheduled maintenance. InControl achieved a 99.97% platform uptime in 2024.</p>
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85		Category 1 responders MAY include off-grid (Category 2) solutions in their response, are you proposing Category 2 equipment?	<div><input checked="" type="radio"/> Yes</div> <div><input type="radio"/> No</div>	<p>InCharge's line of multi-electric vehicle charging products is the future of fleet charging. Super fast and super flexible, these split systems offer powerful charging solutions for a variety of fleets. ICE-600 Key Benefits: Dynamic power sharing in 60kW increments for up to 10 vehicles simultaneously. Mid-session auto-reroutes available power to still-charging EVs. Micro Dispenser and Slim Line Dispenser options for installation flexibility. Up to 500kW output from a single connector (Slim Line). ICE CUBE Key Benefits: Integrated battery storage of 200kWh (which can be optionally increased to 800kWh) to facilitate EV charging even during peak periods. Split system dispenser configuration has capacity for 4 vehicles to be plugged in at two dispensers, with 2 EVs actively charging while the other two are in an idle state. ICE-480 Key Benefits: Dynamic power sharing in 120kW increments for up to 4 vehicles simultaneously. Up to 480kW output available on a single connector. Automatically "wakes up" plugged in vehicles once other vehicle's charging session has been completed. InCharge can also help customers procure OFF-GRID solutions through our relationships with vendors and ancillary service providers.</p>	*
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Table 7C: CATEGORY 2 OFF-GRID *ONLY SUBMIT FOR CATEGORY 1 OR CATEGORY 2*****

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

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

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

Exceptions to Terms, Conditions, or Specifications Form

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

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

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

- [Pricing](#) - InCharge Energy_Sourcewell 2025 Pricing.xlsx - Tuesday February 18, 2025 12:18:09
- [Financial Strength and Stability](#) - InCharge_ABB Audited Financials.xlsx - Tuesday February 18, 2025 14:54:46
- [Marketing Plan/Samples](#) - Marketing Samples.zip - Tuesday February 18, 2025 16:17:30
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - InCharge Energy Services Agreement and Quote Template SAMPLE.pdf - Thursday February 13, 2025 20:54:57
- [Upload Additional Document](#) - InChargeEnergy_Sourcewell Overview.pdf - Tuesday February 18, 2025 15:51:26
- [Requested Exceptions](#) - InCharge Energy_Exceptions.pdf - Thursday February 13, 2025 20:48:20

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. - Terry O'Day, Chief Operating Officer, InCharge Energy, Inc.

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