



**Solicitation Number: RFP #042221**

**CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Nuvve Holding Corp., a Delaware Corporation, 2488 Historic Decatur Road, Suite 200, San Diego, CA 92106 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Electric Vehicle Supply Equipment and Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires July 20, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcwell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for two percent (2%) multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

**9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

**10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## 11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor 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 the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## 12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
  - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
  - c. 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. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract 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 vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract 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:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor 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 Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:  
\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. 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 sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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. Vendor 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 Contract or other

insurance applicable to the Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor 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 Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcwell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcwell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcwell in writing.

Vendor 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 the Canadian 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 Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract 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 also require additional requirements based on specific funding specifications. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts 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.

B. 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. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 or 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 Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. 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). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. 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. Vendor 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.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor 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.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor 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.

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

L. 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.

**22. CANCELLATION**

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Nuvve Holding Corp.

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 7/20/2021 | 5:23 PM CDT

DocuSigned by:  
*Tim Hennessy*  
By: 8AFFC392FB914C3...  
Tim Hennessy  
Title: Chief Revenue Officer  
Date: 7/23/2021 | 10:18 AM CDT

Approved:

DocuSigned by:  
*Chad Coquette*  
By: 7E42B8F817A64CC...  
Chad Coquette  
Title: Executive Director/CEO  
Date: 7/23/2021 | 11:01 AM CDT

# RFP 042221 - Electric Vehicle Supply Equipment and Related Services

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## Vendor Details

Company Name: Nuvve Holding Corporations  
Does your company conduct business under any other name? If yes, please state: Nuvve Holding Corporation  
Address: 2468 Historic Decatur Road, Ste 200  
San Diego, California 92106  
Contact: Richard Johnson  
Email: djohnson@nuvve.com  
Phone: 215-498-2111  
HST#: 273711082

## Submission Details

Created On: Thursday April 01, 2021 08:37:08  
Submitted On: Thursday April 22, 2021 16:22:19  
Submitted By: Pam Caro  
Email: pam@nuvve.com  
Transaction #: 43f7ee51-f028-4638-8d3b-2025fae0bb01  
Submitter's IP Address: 76.171.87.41

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**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).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Nuvve Holdings
2	Proposer Address:	2468 Historic Decatur Road, Suite 500 San Diego, CA 92106
3	Proposer website address:	www.nuvve.com
4	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 and, in the event of award, will be expected to execute the resulting contract):	Russell Vare Director of Automotive Partnerships 2468 Historic Decatur Road, Suite 500 San Diego, CA 92106 russell@nuvve.com 408-306-2671
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Pamela Caro Regional Sales Manager 2468 Historic Decatur Road, Suite 500 San Diego, CA 92106 pam@nuvve.com 760-333-8589
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Richard Johnson Sales Manager North East 2468 Historic Decatur Road, Suite 500 San Diego, CA 92106 djohnson@nuvve.com 215-498-2111

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Nuvve is a publicly traded company (Nasdaq: NVVE) accelerating the electrification of transportation through our proprietary vehicle-to-grid (V2G) technology. Founded in 2010, we are headquartered in San Diego, California, with offices in Copenhagen, Denmark, and Newark (Delaware).</p> <p>The company developed out of groundbreaking work conducted at the University of Delaware demonstrating the proof of concept for V2G technology which enables electric vehicle (EV) batteries to store and discharge energy (including energy from renewable sources such as solar and wind), access energy markets, combine energy from multiple vehicles to form virtual power plants (VPPs), sell stored energy back to the grid, and perform grid services. Nuvve owns both domestic and international V2G patents and launched demonstration projects in Asia and Europe starting in 2010 to prove the efficacy and benefits of our cloud-based V2G software platform in various scenarios, including a demonstration that combined the energy from EV batteries from 10,000 vehicles! Nuvve has had commercial operations with fleets in Denmark for 4.5 years and is deploying V2G solutions focused on the electrification of school bus fleets here in North America.</p> <p>Nuvve's mission is to catalyze EV adoption, provide resiliency to the electric grid, and create an innovative storage solution for renewable energy sources through V2G solutions. We have developed an ecosystem of critical partnerships with automakers, utilities, fleet managers, and investors to help fulfill our vision for a greener planet.</p>

8	What are your company's expectations in the event of an award?	In the event of an award, Nuvve's expectation would be to increase awareness of our wide array of product offerings to it's Sourcewell members, bypass the RFP process for faster transactions and increase sales volumes within Sourcewell member sectors. Other goals and expectations is to partner with Sourcewell to further educate and increase awareness on the benefits of Vehicle to Grid technology that is available today thru our Nuvve DCFC that can lower the cost of ownership for end users.	*
9	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.	Nuvve has a strong financial backing and has provided supporting documents with it's SEC filings in the upload section of this application. The link is provided below as well for reference: <a href="https://secfilings.nasdaq.com/filingFrameset.asp?FilingID=14636619&amp;RcvdDate=1/25/2021&amp;CoName=NEWBORN%20ACQUISITION%20CORP&amp;FormType=PRER14A&amp;View=html">https://secfilings.nasdaq.com/filingFrameset.asp?FilingID=14636619&amp;RcvdDate=1/25/2021&amp;CoName=NEWBORN%20ACQUISITION%20CORP&amp;FormType=PRER14A&amp;View=html</a>	*
10	What is your US market share for the solutions that you are proposing?	Nuvve holds the patent for its Vehicle to Grid Technology and holds over 90% market share in its DCFC-Vehicle-to-Grid product. Nuvve sees a further increase in demand for V2G charging stations particularly in the educational sector due to the predictable transportation schedules and ability to discharge the vehicles when they are not in operation. Our standard Level 2 charging station has approximately a 5% market share and we are seeing an increase in the educational sector for our Level 2 chargers.	*
11	What is your Canadian market share for the solutions that you are proposing?	Our EVSE charging stations have CSA-Canadian Standard Certifications and have begun an early presence with our products there. CSA certification is uploaded and seen on the 2nd page of our specifications for reference. We have seen an increased interest from various Canadian customers for our Level 2 and DCFC-V2G product this year alone. Our current market share is less than 5%.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Option B best applies to our organization, as we are a manufacturer of hardware and software for Vehicle to Grid (V2G) charging systems, and also provide the associated energy services.  Nuvve has an internal sales and service team, while working closely with automotive partners to ensure V2G functionality and site implementation for the customer. Currently these are employees of Nuvve and not third parties. Nuvve will always continue to directly design, develop and support the software systems. As V2G technology matures, Nuvve will support and enable third parties to both sell and service V2G charging stations.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Nuvve's software follows industry standard cyber security requirements and certifications, including ISO 27001. All charging stations manufactured by Nuvve hold the required safety and interconnection standards required by UL. For any turnkey solution provided by Nuvve, licensed electrical contractors are used for EVSE installations. Nuvve also prioritizes electrical contractors with the EVTIP certification.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Nuvve has received notable awards in the past five years including the following: - 2018 REDHerring North America 100: The Top 100 North America forum celebrates the top private companies in the North America region who are positioned to grow at an explosive rate - 2018 REDHerring Global Cleantech 100: The Red Herring Top 100 awards highlights the most exciting startups from Asia, Europe and the Americas - 2019 Electric Program Investment Charge (EPIC) Awardee for Nuvve's INVENT Project to provide VGI/V2G benefits - 2019 Energy Storage North America (ESNA) Award: given to projects deployed in North America that have had a major impact on advancing the energy storage ecosystem - 2020 EOY (Entrepreneur of the Year) Award Regional Finalist (Gregory Poilasne) - 2020 EPIC California Energy Visionary Award for Best in Storage and Mobility - 2020 EPIC California Energy Visionary Award for Biggest Impact for Energy Equity
17	What percentage of your sales are to the governmental sector in the past three years	Approximately 40% of our sales have been in the governmental sector.
18	What percentage of your sales are to the education sector in the past three years	Approximately 10% of our sales in the past three years have been from the educational sector. We are seeing an increase in sales from this sector including: charging solutions for school bus transportation, trucks, vans and employee charging equipment. Nuvve anticipates a volume increase in this sector due to its proprietary technology associated with Vehicle to Grid that has been benefiting existing school districts.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	None
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We currently do not hold any GSA contracts at this time.

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Twin Rivers Unified School District	Timothy Shannon- Director of Transportation	(916)566-3405 x51024
Cajon Valley Union School District	Scott Buxbaum- Assistant Superintendent Business Services	(619)588-3000
Williamsfield School District	Tim Farquer-Superintendent	(309)639-2219

**Table 5: Top Five Government or Education Customers**

**Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.**

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
California Energy Commission	Government	California - CA	INVENT demonstrates how vehicle-to-grid technology (V2G) bi-directional EVs combined with uni-directional EVs (V1G), and Nuvve's intelligent aggregation and control platform can benefit utility customers by managing demand charges in response to retail electric prices, coordinating with rooftop solar energy production, responding as a virtual power plant to frequency regulation signals from CAISO, and by engaging in aggregated demand response bids. INVENT intentionally included drivers with diverse usage and charging patterns, and a variety of EV and EVSE models that allowed the research team to assess the appropriateness of the use cases being analyzed.	\$3.5 Million	\$3.5 Million
City of Pekin	Education	Illinois - IL	Scope of work consisted of coordination, installation, commissioning and interconnection of a DCFC-V2G charging station. The project is planned for scheduled discharge as a V2G service to support local utility peak loads.	\$54,000	\$54,000
Ukiah Unified School District	Education	California - CA	Provided nine Level 2 charging stations for their electric school buses. Customer also purchased Nuvve proprietary software and pedestals.	\$26,000	\$26,000
Franklin-McKinley School District	Education	California - CA	Provided five Level 2 charging stations including pedestals and software for their school buses.	\$21,000	\$21,000
Salinas City Elementary School District	Education	California - CA	Provided five Level 2 charging stations for school bus transportation along with software and pedestals.	\$18,000	\$18,000

**Table 6: Ability to Sell and Deliver Service**

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 *
23	Sales force.	Nuvve's network of sales team is located in its main office in San Diego, CA. We also have a dedicated sales team comprised of five full time Nuvve employees that are spread throughout the country to cover all regions of the U.S. and including Canada. Any current opportunities for quoting our product that comes to thru the website, referral or phone is responded to within 24 hours.
24	Dealer network or other distribution methods.	Nuvve partners with various dealers to promote our products that are employees of a third party. A-Z Bus Sales located in Colton, CA is a Blue Bird School bus dealer that has an established partnership with Nuvve for presenting our product to their customers. A-Z Bus has a sales team of 5 full time employees that showcase our product. In addition, Lion Electric an EV school bus manufacturer is an active reseller of Nuvve products that presents our products to school districts.
25	Service force.	Nuvve has a dedicated service team located in San Diego that does not overlap with its sales department. These four full time Nuvve employees work remotely and travel to large deployment installations to assist with successful interconnection at no cost to the customer. Nuvve has partnerships with Nuvve trained electrical contractors for service and maintenance requirements. We work closely with automotive partners and their dealer network such as Blue Bird Bus and Lion Electric to provide service and maintenance on charging stations for their customers. Nuvve's service force will continue to cover all territories in the U.S and Canada.
26	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.	Our customer service program begins with the associated Nuvve sales person or reseller connecting them to the Customer Experience team and Operations team. Within 24hours a "Welcome to the Nuvve Family" email is sent to the customers with next steps. The customer fills out their questionnaire online and the information provided helps Nuvve in preparing the charging station for shipment. The customer has direct contact with those preparing and shipping their station at all times and post installation. Nuvve monitors the stations 24/7 whether Level 2 or DCFC and has a response time in less than 24 hrs for any error codes or customer issues that may show up on our software. Our Customer Experience Team receives evaluations on a quarterly basis based on feedback from customer surveys, response time for closing out customer tickets within 24 hrs and have internal KPI's that are tied to an incentive package.
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Nuvve is willing and capable in providing its products and services to all participating entities within Sourcewell.
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Nuvve is willing and able to provide its products and services to Sourcewell participating entities within Canada. Nuvve has active experience in shipping out products to various customers in Canada.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None.
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Nuvve currently has a national and overseas presence at this time and will be able service all participating Sourcewell members.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no particular restrictions or contracts that limit providing our products and services to Hawaii and/or Alaska.

**Table 7: Marketing Plan**

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Should Nuvve receive a Sourcewell award, Nuvve's full time marketing team and consultants would provide a dedicated link on our existing www.nuvve.com page for Sourcewell. We would showcase the logo to click directly on the link as soon as they log in for quick access. We would highlight the benefits of Sourcewell for their procurement needs not just for EVSEs but all other benefits. Additionally, Nuvve will add Sourcewell in our printed/PDF marketing material that includes our Level 2 and DCFC-V2G specifications. Nuvve engages in several presentations to school districts, contractors/installers and government agencies that we would also include the Sourcewell information. Finally, Nuvve will post on its social media, LinkedIn regarding this award and will publish a press release with prior approval from Sourcewell.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We currently have a marketing website that we track analytics in order to gauge where traffic is coming from including organic search and referral sources. We use LinkedIn and Twitter to share Nuvve news, events, and announcements to a broader audience, and have an email list that we use to communicate specific information, including all of Nuvve's press releases, customer wins, news article mentions, and more.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We view Sourcewell's role as a promoter of contracts via thru its website and displaying all necessary company/EVSE information. In addition, if there is printed material or information to send out to members outside of the website, Nuvve would like an opportunity to be included in any relevant content.</p> <p>Nuvve sees the value in a Sourcewell contract and would integrate Sourcewell promotional material to all of its sales presentations to potential clients. Nuvve would ensure that the customer is aware of Sourcewell and explain the benefits of bypassing an RFP for their EVSE's. Our intent is to not only secure existing Sourcewell members with our products but grow the membership for new members who may not be aware of all the other benefits associated with this membership. We believe that this contract would allow Nuvve to further grow its market share but also promote Sourcewell to all potential clients and customers we meet.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our products and services are not available through an e-procurement process.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
36	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>Nuvve provides training at no cost to customers and installers when there is a request by a customer. The customer can reach Nuvve at support@nuvve.com or reach us by phone with the respective sales person or Customer Experience team.</p> <p>Nuvve offers a link to its website that is password protected for installers and end users who need access to instruction material for installation manuals, specifications of the product, monitoring of the system, and basic maintenance. Our DCFC-V2G station will have standard training with a Customer Experience Team member either virtually or in person at no cost as well. Training is facilitated by a member of the Operations team, and our Product Management team if they have additional questions regarding software functionality. All these training services for either Level 2 or DCFC-V2G are offered at no cost.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>Nuvve holds patented technology with V2G where not only are vehicles able to charge but potentially make revenue by providing power capacity and send energy back and forth to regulate the grid. This technology advancement also provides an ability to save costs by using stored energy from the batteries and reduce building energy peak consumption. Nuvve ensures that not only will the electric vehicles have the charge they need for every day use but also leverage our V2G technology to potentially lower the acquisition costs of going electric. This technology is actively being deployed and utilized with our DCFC station. Unlike other manufacturers who provide unidirectional DC charging station products, Nuvve sees a benefit to the end user in offering a bidirectional DC charging station.</p> <p>Our Level 2 charging station is considered a "smart charger" where if the customer purchases the software, they can remotely monitor their charging stations via desktop or iOS device. The technology on this software allows a customer to perform "emergency" charging remotely.</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Nuvve's mission is to increase the adoption of electric vehicles and the integration of more renewable energy to the grid; however, no separate green initiatives for the company or operations at this time.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Nuvve holds an Energy Star certification for the Nuvve PowerPort EVSE-B-P1-H1 (Level 2 AC charger). The certification is shown on our specifications marketing material and is uploaded in this submission.
40	Describe 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 of certification (as applicable) in the document upload section of your response.	None at this time.
41	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>As previously mentioned, Nuvve holds a patent portfolio for Vehicle-to-Grid/Vehicle-to-building technology. This is a unique offer in the EVSE industry as other charging stations simply charge the vehicle (also known as unidirectional charging stations). With a DCFC-V2G charging station, the Sourcewell customer can discharge the battery energy back to the grid, be used as emergency power back up and/or provide solar integration. Other features are demand charge management, frequency regulation and demand response. This station provides a 60kw charge and discharge level, has a CCS1 connector and is UL 1741-SA certified.</p> <p>Other unique attributes for Sourcewell members is a turnkey offer that provides up to a 12 year warranty on the DCFC-V2G station with maintenance included when an agreement is signed between Nuvve and the potential customer. Other unidirectional DCFC manufacturers offer a standard 2-3 year warranty and possible extended warranty for an added cost.</p>

**Table 9A: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	<p>Nuvve offers a one (1) year warranty on the Level 2 AC charging station. The Warranty covers both parts and labor necessary. It does not include any on-site labor costs related to un-installing or re-installing the repaired or replacement charging station.</p> <p>The DCFC includes a standard 2 year warranty on products, parts and labor.</p> <p>Nuvve's Turnkey financed offer includes up to a 12 year product, parts, labor warranty.</p>
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No. Nuvve has warranty terms that are standard for the EV charging industry.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>Nuvve's Turnkey financed solution for the DCFC-V2G station will cover the technician travel and mileage under warranty repairs.</p> <p>Our Level 2 does not include technician travel/mileage under the warranty.</p> <p>The DCFC-V2G under a direct purchase will not cover technician travel time under the warranty. A standard price schedule for field services is available upon request.</p>
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Nuvve has a dedicated team of technicians who are able to provide remote warranty repairs or if needed, perform in person. There are no limitations to geographic regions for technician support. The customer will need to contact Nuvve for warranty support in order to establish a help ticket report and schedule a time for a technician to come on site.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Nuvve will cover all warranty items for its Level 2 AC charger as we are the manufacturer. The DCFC and service items needed under the warranty would be passed on to the original manufacturer.
47	What are your proposed exchange and return programs and policies?	<p>For our standard Level 2-AC charging station, Nuvve offers a one (1) year parts exchange warranty. If during the Warranty the charging station becomes defective in breach of the warranty, Nuvve will either repair or replace at Nuvve's selection the charging station at no cost to the customer. Nuvve will ship the repaired or replaced charging station at no cost to the customer.</p> <p>Our Turnkey offer for the DCFC-V2G under a separate signed agreement between Nuvve and the customer will demonstrate that Nuvve will exchange or replace the EVSE at no cost for the term of the agreement.</p> <p>For customers doing a direct purchase of the DCFC-V2G station, exchange and returns will be handled by the original equipment manufacturer. The manufacturer at their discretion will either repair, replace or issue credit to the customer.</p>
48	Describe any service contract options for the items included in your proposal.	For any Turnkey financed solution that includes a V2G system, the equipment will be installed in accordance with design plans developed by Nuvve. Nuvve and its contractors and subcontractors will install the EV Storage Resources in a safe and workmanlike manner, in accordance with applicable laws, and in accordance with prudent industry practices for the installation of electric vehicle charging stations. Nuvve shall prepare and apply for (on its own behalf or on behalf of Customer, as applicable) all permits and other governmental approvals required for the installation of the EV Storage Resources at the Site(s), including payment of all fees owing in connection with such permits, and Customer shall cooperate with Nuvve (at no cost to Customer) in obtaining such permits. Nuvve will commission and test the EV Storage Resources. Nuvve will cause the installation and commissioning of the EV Storage Resources to be performed by persons having all necessary licenses and certifications for such work.

**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
49	Describe any performance standards or guarantees that apply to your services (network uptime, power management, charging capabilities, etc.)	Nuvve provides the following: (a) provide 24x7x365 remote, automated monitoring of equipment and immediately identify errors with charging equipment. (b) perform remote triage of any charging equipment that may be nonperforming. (c) provide a response to Customer no later than 24 hours from the date Customer becomes aware of an issue. (d) deploy on-site support if issue cannot be resolved remotely.
50	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Nuvves current standards are as follows: (a) ensure that all parts are provided, and labor is performed, on-site if necessary, to correct any non-operation in a prompt and professional manner; and (b) manage all warranty service provided pursuant to manufacturer or other warranty providers.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
51	What are your payment terms (e.g., net 10, net 30)?	Net 30 payment terms.
52	Describe any leasing or financing options available for use by educational or governmental entities.	Nuvve can provide financing for a turnkey installation that can include the following: an electric vehicle, charging station, up to \$20,000 for infrastructure improvements, Nuvve GIVE aggregation software, interconnect with the utility, along with up to 12 year maintenance and warranty package.
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Nuvve's quotes to customers will display a line item showing the Sourcewell contract number. When a customer issues a P.O., they will need to also include the Sourcewell contract number for reference. Nuvve uses Salesforce to track customer orders and details of purchase orders. Our membership with Salesforce will allow us to add Sourcewell contracts so that we will be able to pull reports on a quarterly basis. Our resellers will also send Nuvve all purchase orders with the Sourcewell contract number included. Nuvve will process all reseller and dealer Sourcewell contracts and include them in our Salesforce reports. These reports will allow us to efficiently pull all customer information (name, address, contact information, product purchased) so that we can provide that each quarter. We will have a designated full time Nuvve employee taking on this responsibility.
54	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?	Nuvve does accept P-card payments. There is a 3% fee to the Sourcewell participating entity.

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
55	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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.	Nuvve offers a line item discount per price schedule attached. Our standard list price (MSRP) and the Sourcwell discount price is included.
56	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Nuvve's discount ranges from 25% to 10% off MSRP, see attached price schedule.
57	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts available are as follows: 50 units: additional 5% within 12 mos. 100 units: additional 10% within 12 mos.
58	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". 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.	This is not applicable to any Nuvve offerings.
59	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.	All charging stations do require internet access for operation, and Nuvve software platform for full functionality. Each charging station has different methods to access the internet (LAN, wifi, cellular) that may require additional hardware cost, and data cost as state on the price sheet.  The Level 2 AC charging stations do not include installation or infrastructure updates. The station does come pre-commissioned based on site requirements.  The DCFC-V2G charging stations do not include installation. Commissioning of the charging station is required and pricing is included in the attached pricing sheet.  Any turnkey offer by Nuvve would not require additional costs for data, software, or commissioning. Site preparation would be contracted separately. Infrastructure improvements would be billed by the local utility.
60	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery and shipping costs are in addition to the prices quoted. Estimates of those charges will be given prior to placing the order.
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Nuvve does not have specific terms, we can ship worldwide with flexibility upon customer requests for shipping methods.
62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Nuvve does not offer any unique distribution or delivery methods. We offer standard delivery and shipping methods.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
63	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Nuvve's pricing being offered to Sourcewell members is better than a standard offer outside of this membership. Our pricing is reflective of MSRP pricing that is currently being offered in the marketplace. Given the length of this award contract and membership, Nuvve sees a value in offering higher discounts for this RFP.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	We are a public company and submit quarterly audited financials that are reviewed by a third party audit firm, Moss Adams. In addition, we track all sales through our ERP system and will keep a monthly report of all sales under the Sourcewell contract to ensure compliance and to calculate the proper administrative fee.
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Should Nuvve be awarded a contract, it will establish the following metrics to measure it's success with the award: 1) Establish quarterly volume targets. Increase volume target of units sold each quarter/year. 2) Establish quarterly targets for various markets: Canada territory, West, North, South and Eastern territories. 3) Measure the number of inquiries for quotes received quarterly and annually and closing ratio. 4) Measure leads that come in from Sourcewell marketing of this contract award thru our Website, social media and calls/emails received.
66	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Nuvve proposes the following administrative fee to be paid to Sourcewell as follows: 1% admin fee for 0-99 units per quarter total sales (flexible on range) 2% 100+ units per total quarter sales. Though Nuvve does not know the exact potential volume, we propose an initial 1% with an increase of 2% for higher volumes.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
67	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Nuvve offers the following products and services: 1) Level 2 AC Powerport, with charging capabilities at 80amps/240V and at 19.2kW/h 2) Nuvve GIVe proprietary software for Level 2 chargers: monitor your charging times, schedule charging periods, remote emergency charging, reports downloadable for LCFS credits or other necessary reporting. 3) Single and Dual Mount pedestals for Level 2 chargers 4) 1 year standard warranty on Level 2 chargers with 3yr extended warranty 5) Wifi, hardwire or 4GLTE network connectivity for Level 2 chargers 6) DCFC-V2G 60KW Bidirectional Charging Station (vehicle OEM depends if V2G is capable onboard the vehicle). If not available on the vehicle, the customer can still use their charger as a standard unidirectional DCFC at 60kW/h charge rate. 7) Nuvve GIVe proprietary software for DCFC-V2G EVSE 8) Standard 2 year warranty on the DCFC-V2G EVSE 9) Commissioning of the DCFC-V2G EVSE (pricing provided) 10) DCFC-V2G EVSE Charger Preventative Maintenance Plan (pricing provided) 11) Nuvve 125kW DCFC-V2G EVSE with a 2 yr warranty 12) Turnkey Financed Solution for: 60kW or 125kW DCFC-EVSE with maintenance/warranty up to 12 years. 11)
68	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Vehicle-to-Grid (V2G) and bidirectional charging systems Networked Level 2 and DCFC EVSEs Turnkey V2G charging solution

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

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

Line Item	Category or Type	Offered *	Description / Comments *
69	Non-network electric vehicle charging hardware	<input type="radio"/> Yes <input checked="" type="radio"/> No	Nuvve does not offer Non-network EV charging hardware.
70	Network electric vehicle charging hardware	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Nuvve offers the following Network electric vehicle charging hardware:            Nuvve PowerPort EVSE-B-P1-H1 (Level 2 PowerPort)            Nuvve RES-HD60-V2G (60KW DCFC)            Nuvve RES-HD125-V2G</p>
71	Services related to electric vehicle charging hardware (refer to RFP Section II. B. 1. b.)	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Nuvve's Turnkey financed solution for its DCFC-V2G EVSE's and includes all maintenance, repairs, parts, training, warranty, charging services up to 12 years.</p> <p>Nuvve offers 1yr standard warranty on its Level 2 AC PowerPort with a 3yr extended warranty purchase. Per our warranty, Nuvve will repair or replace the EVSE at no cost to the customer provided that it was not a direct intentional damage to the EVSE. Any training needed by the customer is available remote at no cost.</p> <p>The DCFC-V2G EVSE's also provide a standard 2 year warranty with an option of extended warranty for an additional cost. Remote and in person training available.</p> <p>Nuvve GIVe software is available for all products.</p>
72	Site assessment, site preparation and materials, and installation services related to electric vehicle charging hardware	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>The Turnkey solution offer provided by Nuvve subcontractors will include the site preparation, materials and installation for the DCFC-V2G product when signed with a V2G service contract.</p> <p>All other products do not include these services. If customer requests recommendations for these services, Nuvve has a recommended list of vendors they can solicit for a quote.</p>
73	Network service provider or operator	<input checked="" type="radio"/> Yes <input type="radio"/> No	Nuvve is a network service provider.
74	Charge monitoring, reporting, or billing services	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Charge monitoring includes a pre-configured set of real-time dashboards showing charging and discharging related electrical parameters viewable through a browser interface. This also includes a secure browser based user interface to view-only the schedules for charge and discharge of the selected vehicles in the fleet</p> <p>Reporting includes a pre-configured set of historical reports showing charging and discharging related electrical parameters viewable through a browser interface. The user can adjust the reporting window in terms of start date/time and end date/time.</p>
75	Grid or power management solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Nuvve's has a high-level of expertise and experience in grid and power management solutions, including bidirectional power management. Energy services that Nuvve has deployed include both wholesale market services and local distribution services. Examples of wholesale market services are: Frequency Response, Frequency Regulation, Proxy Demand Response, and Real-Time Pricing. Examples of distribution level services include: Time-of-Use rate optimization, Solar Self-consumption, Demand Charge Management and Demand Response.</p>

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
76	Describe the process for installation of your products or services and explain the method of quotation, as applicable.	Review attached installation manual for detail on process. Method quote comes from Nuvve sales representative based on customer requirements.
77	If your proposal includes delivery of services by prequalified contractors, describe your method of prequalification. State how prequalified contractors will be identified or selected by Sourcewell Participating Entities in the event of contract award.	Nuvve's proposal does not include delivery of services from prequalified contractors. Nuvve will handle directly all delivery of services.
78	Identify the data collected during the initial installation of your equipment, products, or services. Identify the data collected when your equipment, products, and services are accessed by an end-user.	The amount of data accessible is extensive. Relevant data available for the customer is: current, voltage, power (kW), energy consumption (kWh), cost, plug status, errors, SoC (when available by charging standard). Details on site address and electrical inputs are also collected for service records.
79	Identify the storage location for all data collected in the use of your equipment, products, or services. Describe applicable data security measures and identify any services performed outside the US or Canada, as applicable.	Nuvve uses AWS for cloud infrastructure to store all data collected by the products. Security measures include all industry standard cyber security requirements, including adherence to ISO 27001

**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 80. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

## 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."

- [Financial Strength and Stability](#) - S1 ea138312-s1\_nuvveholding.pdf - Thursday April 22, 2021 02:01:43
- [Marketing Plan/Samples](#) - Archive.zip - Thursday April 22, 2021 15:57:30
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Nuvve Commercial Warranty for PowerPort (Level 2)\_April 2021.pdf - Thursday April 22, 2021 16:04:27
- [Pricing](#) - NuvveSourcewellPricingFV.pdf - Thursday April 22, 2021 16:03:04
- Upload Additional Document (optional)

## Proposer's Affidavit

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

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 contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
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 exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. 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

- 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 the Canadian 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. - Gregory Polaisne, Chairman & CEO, Nuvve Holdings

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 contractual obligations contemplated in the bid.

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
<b>Addendum_8_EV_Supply_Eqpt_RFP_042221</b> Thu April 15 2021 05:17 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_7_EV_Supply_Eqpt_RFP_042221</b> Tue April 13 2021 06:10 PM	<input checked="" type="checkbox"/>	3
<b>Addendum_6_EV_Supply_Eqpt_RFP_042221</b> Mon April 12 2021 06:28 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_5_EV_Supply_Eqpt_RFP_042221</b> Tue April 6 2021 08:27 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_EV_Supply_Eqpt_RFP_042221</b> Thu April 1 2021 05:07 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_EV_Supply_Eqpt_RFP_042221</b> Fri March 26 2021 09:24 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_EV_Supply_Eqpt_RFP_042221</b> Mon March 15 2021 06:38 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_1_EV_Supply_Eqpt_RFP_042221</b> Thu March 11 2021 05:32 PM	<input checked="" type="checkbox"/>	1