



Finance Committee Meeting

May 17, 2023 at 5:00 p.m.

Fresno EOC Board Room

1920 Mariposa Street, Suite 310

Fresno, 93721

Join By Zoom:

https://fresnoeoc.zoom.us/meeting/register/tZwpdumprjMoHdfxDn5MsJDDaLtlIk0_foq



FINANCE COMMITTEE MEETING

MAY 17, 2023 AT 5:00 PM

1. CALL TO ORDER

2. ROLL CALL

A. Monthly Attendance Record 4

3. APPROVAL OF APRIL 19, 2023 MINUTES Approve

A. April 19, 2023, Finance Committee Meeting Minutes 5

4. FINANCIAL REPORTS: MARCH 2023 Approve

A. Agency Financial Statements 8

B. Head Start Financial Status Report 12

5. VARIANCE REPORT: WIC PROGRAM Information

A. Variance Reports 15

6. HEALTH INSURANCE REPORT Information

A. Health Insurance Report 17

7. NON-COMPETITIVE PROCUREMENT Information

A. Non-Competitive Procurements 19

8. AGENCY INVESTMENT REPORT Information

A. Investment Report 20

9. TRANSIT FLEET ELECTRIFICATION Information

A. Transit Fleet Electrification 21

10. OTHER BUSINESS

The next meeting is scheduled on Tuesday, June 13, 2023, at 5:00 p.m.

11. PUBLIC COMMENTS

(This portion of the meeting is reserved for persons wishing to address the Committee on items within jurisdiction but not on the

agenda. Comments are limited to three minutes).

12. ADJOURNMENT



Finance Committee Meeting Monthly Attendance Record 2023

Charles Garabedian
James Martinez
Zina Brown-Jenkins
Itzi Robles
Linda Hayes
Alena Pacheco
Rey Leon

January	8-Feb	8-Mar	19-Apr	17-May	13-Jun	July	9-Aug	13-Sep	11-Oct	8-Nov	13-Dec	Attended
	O	O	O									3/10
	X	X	O									1/10
	O	O	X									2/10
	X	O	X									1/10
	O	O	X									2/10
	O	O	O									3/10
	O	X	T									2/10

O-Present X-Absent T-Teleconference

FINANCE COMMITTEE MEETING
Wednesday April 19th, 2023
5:00PM
MINUTES

1. **CALL TO ORDER**
Charles Garabedian, called the meeting to order at 5:13pm.
2. **ROLL CALL**
Roll was called and a quorum was established.

COMMITTEE MEMBERS	PRESENT	STAFF	
Charles Garabedian (Committee Chair)	✓	Jay Zapata	
Rey Leon	✓	Steve Warnes	Thomas Dulin
James Martinez	✓	Jack Lazzarini	Kevin Williams
Linda Hayes		Karina Perez	Greg Streets
Zina Brown- Jenkins		Jennifer Tillman	
Itzi Robles		Chris Erwin	
Alena Pacheco	✓	Jerry Moreno	

3. **APPROVAL OF MARCH 8TH, 2023 MINUTES**
A. March 8th, 2023 Finance Committee Minutes

Public comment: None heard.

Motion by: Pacheco Second by: Martinez
Ayes: Garabedian, Martinez, Pacheco, Leon
Nayes: None heard

4. **FINANCIAL REPORTS**
A. Agency Financial Statements
B. Head Start Financial Status Report

Motion by: Pacheco Second by: Martinez
Ayes: Garabedian, Martinez, Pacheco, Leon
Nayes: None heard

Jay Zapata, Director Of Finance Office and Jennifer Tillman, Finance Manager presented the Financial Status Report for Year-to Date for February 2023 as well as the approval of the financial status report for the Head Start 0-5 program as of Year-to-Date February 28, 2023.

5. TRANSIT FLEET ELECTRIFICATION

A. Transit Fleet Electrification

Motion by: Martinez Second by: Pacheco
Ayes: Garabedian, Martinez, Pacheco, Leon
Nays: None heard

Jay Zapata, Director Of Finance Office and Thomas Dulin Transit Systems Director and Fargo From Nuvve presented the Transit Fleet Electrification. Staff Recommends Committee approval for Full Board consideration to contract Leevo to lead development of the solar array, charging station infrastructure, and vehicle conversion.

6. HEALTH INSURANCE REPORT

A. Health Insurance Report

Steve Warnes, Assistant Finance Director, Presented the health insurance fund reports for February 28th, 2023. The health insurance reserve is at \$5.8 million, which covers approximately 7.4 months of average expenditures. Contributions from programs and employees for 2023 total \$1,873,681 while the Fund paid out \$1,497,589 in expenses.

Public Comment: None Heard
No action required

7. NON-COMPETITIVE PROCUREMENT: N/A

A. Non-Competitive Procurement

Public comment: None heard.

No Action Required

8. OTHER BUSINESS: N/A

Public comment: None heard

No Action Required

9. PUBLIC COMMENTS: N/A

Public comment: None heard

No Action Required

10. ADJOURNMENT:
Garabedian adjourned meeting at 6:07pm

Respectfully Submitted,

Charles Garabedian
Committee Chair



FINANCE COMMITTEE MEETING

Date: May 17, 2023	Program: Finance
Agenda Item #: 4	Director: Jay Zapata
Subject: Financial Reports	Officer: Emilia Reyes

Recommended Action

Staff recommends Committee approval for full Board consideration of the interim consolidated financial statements as of Year-to-Date March 2023 as well as approval of the financial status report for the Head Start 0-5 program as of Year-to-Date March 2023.

Background

In accordance with the Agency's bylaws, the Finance Committee shall advise in the preparation and administration of the operating budget and oversee the administration, collection, and disbursement of the financial resources of the organization. Additionally, the Treasurer is to ensure the commissioners understand the financial situation of the organization, which includes ensuring that financial statements for each month are available for each meeting of the Board of Commissioners. Monthly financials for Fresno EOC (consolidated) and for Head Start are provided for review and acceptance.

Fiscal Impact

(A) Agency Statement of Activities and Statement of Financial Position:

As of March 31, 2023, the Agency had preliminary revenue of \$36,417,609 million, including \$7.2 million of in-kind contributions, and net operating loss of \$138,427. In comparison, the Agency had revenue of \$34,608,468 million including in-kind of \$7.5 million as of the corresponding period of the preceding year.

(B) Head Start 0-5 Financial Status Report as of Year-to-Date March 31, 2023

This also represented in the following percentages.

Program Area	% of budget	Notes
Head Start – Basic	23%	Personnel is underspent due to unfilled positions
Head Start – Training & Technical Assistance (T&TA)	26%	Training planned for later this year

Program Area	% of budget	Notes
Early Head Start – Basic	13%	Personnel is underspent due to unfilled positions.
Early Head Start – T&TA	17%	Training planned for later this year

Conclusion

If approved by the Committee, this item will move forward to full Board consideration at the next board meeting.

FRESNO ECONOMIC OPPORTUNITIES COMMISSION
STATEMENT OF ACTIVITIES
For The Third Month Period Ended March 31, 2023 and 2022

	A	B	A - B	C	D	B - D
	BUDGET JAN - DEC 2022	ACTUAL MARCH 2023	BUDGET BALANCE REMAINING	ACTUAL JAN - DEC 2022	ACTUAL MARCH 2022	ACTUAL 2023 vs 2022 Differences
REVENUES AND SUPPORT						
GRANT REVENUE	\$ 89,274,925	\$ 22,078,100 25%	\$ 67,196,825	78,444,415	\$ 20,479,262	1,598,838
GRANT REVENUE - LENDING CAPITAL	-	-	-	0	-	-
CHARGES FOR SERVICES	19,602,250	5,855,458 30%	13,746,792	21,797,159	5,345,988	509,470
OTHER PROGRAM REVENUE	2,854,250	924,963 32%	1,929,287	3,459,716	815,844	109,120
CONTRIBUTIONS	371,450	8,921 2%	362,529	204,416	42,536	(33,615)
MISCELLANEOUS INCOME	414,350	86,186 21%	328,164	171,610	54,308	31,877
INTEREST & INVESTMENT INCOME	82,650	10,515 13%	72,135	53,391	16,207	(5,692)
AFFILIATE INTEREST INCOME	1,400,100	156,330 11%	1,243,770	1,172,120	179,038	(22,708)
RENTAL INCOME	330,650	69,890 21%	260,760	385,663	113,741	(43,851)
TOTAL CASH REVENUE	\$ 114,330,625	\$ 29,190,364 26%	\$ 85,140,261	\$ 105,688,490	\$ 27,046,925	2,143,438
IN KIND REVENUE	\$ 39,041,040	\$ 7,227,245 19%	\$ 31,813,795	41,372,083	\$ 7,561,542	(334,297)
TOTAL REVENUE & SUPPORT	153,371,665	36,417,609 24%	116,954,056	147,060,573	34,608,468	1,809,141
EXPENDITURES						
PERSONNEL COSTS	\$ 69,972,550	\$ 17,647,530 25%	\$52,325,020	66,091,684	\$ 16,889,361	758,169
ADMIN SERVICES	7,040,225	1,805,765 26%	5,234,460	6,574,264	1,539,079	266,685
PROFESSIONAL SERVICES - AUDIT	0	0 0%	0	0	0	-
CONTRACT SERVICES	11,240,600	2,824,254 25%	8,416,346	10,766,011	2,853,335	(29,081)
FACILITY COSTS	6,093,175	1,392,184 23%	4,700,991	6,122,478	1,536,207	(144,023)
TRAVEL, MILEAGE, VEHICLE COSTS	1,772,345	742,210 42%	1,030,135	3,071,004	624,755	117,456
EQUIPMENT COSTS	946,775	300,213 32%	646,562	1,408,554	430,398	(130,185)
DEPRECIATION - AGENCY FUNDED	250,000	74,115 30%	175,885	278,602	57,103	17,012
OFFICE EXPENSE	3,129,400	948,055 30%	2,181,345	3,432,622	745,688	202,366
INSURANCE	755,250	223,667 30%	531,583	809,767	194,335	29,332
PROGRAM SUPPLIES & CLIENT COSTS	10,905,750	3,134,630 29%	7,771,120	9,087,531	2,230,577	904,053
INTEREST EXPENSE	267,900	119,838 45%	148,062	446,995	68,604	51,235
OTHER COSTS	994,600	63,335 6%	931,265	1,383,233	77,740	(14,404)
TOTAL CASH EXPENDITURES	\$ 113,368,570	\$ 29,275,795 26%	\$ 84,092,775	109,472,745	\$ 27,247,180	2,028,615
IN KIND EXPENSES	\$ 39,041,040	\$ 7,227,245 19%	\$ 31,813,795	\$ 41,372,083	\$ 7,561,542	(334,297)
TOTAL EXPENDITURES	152,409,610	36,503,040 24%	115,906,570	150,844,828	34,808,723	1,694,318
OPERATING SURPLUS (DEFICIT)	\$ 962,055	\$ (85,431)	\$ 1,047,486	\$ (3,784,255)	\$ (200,255)	114,824
OTHER INCOME / EXPENSE						
TRANSIT GRANT ASSET DEPRECIATION		52,996	(52,996)	211,983	52,996	(0)
NET SURPLUS (DEFICIT)	\$ 962,055	(\$138,427)	1,100,482	\$ (3,996,238)	(\$253,251)	114,824

FRESNO ECONOMIC OPPORTUNITIES COMMISSION
STATEMENT OF FINANCIAL POSITION
As of March 31, 2023

	2023	2022	Differences
ASSETS			
CASH & INVESTMENTS	\$ 17,615,027	\$ 17,742,432	\$ (127,405)
ACCOUNTS RECEIVABLE	15,159,236	16,105,644	(946,408)
PREPAIDS/DEPOSITS	338,938	323,980	14,958
INVENTORIES	383,849	163,373	220,476
PROPERTY, PLANT & EQUIPMENT	13,420,011	13,097,684	322,328
NOTES RECEIVABLE (net)	17,778,438	17,028,308	750,130
TOTAL ASSETS	\$ 64,695,499	\$ 64,461,420	\$ 234,079
LIABILITIES			
ACCOUNTS PAYABLE	\$ 3,009,414	\$ 3,845,805	\$ (836,391)
ACCRUED PAYROLL LIABILITIES	4,669,736	3,504,608	1,165,128
DEFERRED REVENUE	2,758,760	2,249,107	509,654
NOTES PAYABLE	16,748,036	16,158,832	589,204
HEALTH INSURANCE RESERVE	6,054,466	5,025,402	1,029,064
OTHER LIABILITIES	4,235,805	3,735,805	500,000
TOTAL LIABILITIES	\$ 37,476,217	\$ 34,519,559	\$ 2,956,658
FUND BALANCE			
CURRENT OPERATING EARNINGS (YTD)	\$ (85,431)	\$ (200,255)	\$ 114,824
UNRESTRICTED NET ASSETS	16,765,399	20,383,321	(3,617,922)
REVOLVING LOAN FUND	556,268	556,268	0
INVESTMENT IN GENERAL FIXED ASSETS	9,983,046	9,202,527	780,519
TOTAL FUND BALANCE	\$ 27,219,282	\$ 29,941,861	\$ (2,722,579)
TOTAL LIABILITIES AND FUND BALANCE	\$ 64,695,499	\$ 64,461,420	\$ 234,079

Fresno Economic Opportunities Commission
Head Start/Early Head Start Financial Status
Monthly Report
March 31, 2023

Description	Head Start - Basic				Head Start - T & TA			
	Annual Budget	Current Expenses	YTD Expenses	Balance Remaining	Annual Budget	Current Expenses	YTD Expenses	Balance Remaining
Personnel	\$17,232,920	\$1,573,541	\$4,253,078	\$12,979,842				
Fringe Benefits	7,582,485	542,967	1,625,367	5,957,118				
Total Personnel	\$24,815,405	\$2,116,508	\$5,878,446	\$18,936,959				
Travel	-	-	-	-	12,928	-	-	12,928
Equipment*	-	-	-	-	-	-	-	-
Supplies	728,136	53,019	138,985	589,151	25,000	45	1,962	23,038
Contractual	2,892,483	123,967	520,671	2,371,812	15,948	-	-	15,948
Facilities / Construction								
Other:								
Food Cost	776,852	(\$175,294)	\$240,146	536,706				
Transportation	45,000	35,193	105,314	(60,314)				
Staff Mileage	100,000	12,345	35,112	64,888				
Field Trips, including Transportation	3,201	110	110	3,091				
Space	1,211,912	43,977	134,257	1,077,655				
Utilities / Telephone / Internet	843,052	44,833	174,798	668,254				
Publication/Advertising/Printing	54,991	-	110	54,881				
Repair/Maintenance Building	108,572	37,455	66,226	42,346				
Repair/Maintenance Equipment	8,654	3,831	4,517	4,137				
Property & Liability Insurance	72,108	13,990	41,970	30,138				
Parent Involvement / CWPC	49,000	1,499	5,333	43,667				
Other Costs*	240,460	29,521	33,459	207,001				
Staff & Parent Training	3,091	3,190	3,190	(99)	237,568	29,365	73,729	163,839
Total Direct Charges	\$31,952,917	\$2,344,145	\$7,382,643	24,570,274	291,444	29,410	75,690	215,754
Total Indirect Charges	\$3,106,182	\$234,414	\$738,264	\$2,367,918	\$32,383	\$2,941	\$7,569	\$24,814
Total Federal Expenditures	\$35,059,099	\$2,578,559	\$8,120,907	\$26,938,192	\$323,827	32,351	83,259	\$240,568
% of Annual Budget Expended to Date			23%				26%	
Non-Federal Share	\$7,011,820	\$310,632	\$908,847	\$6,102,972	\$64,765	\$8,088	\$20,815	\$43,950

*Other Costs Include:
First Aid (Includes Workers Comp)
Professional Services - Computer
Repair/Maintenance-Special
Depreciation Expense
Postage/Express Mail
Dues - Organizations
Fingerprinting / Background Check
Recruitment
Meeting Costs - Internal
Program Supplies - Books & Publications
Training Other

Credit Card Expenses: Credit card statement dated 3/1/23-3/31/23			
March 2023 expenses:			
Program Supplies - Kitchen	\$	1,594	The Webstaurant Store- Rubbermaid Carts for Madison
Program Supplies - Disposables	\$	245	Target - Training Pants for Children with Disabilities
Staff Training	\$	21,049	National Head Start Association- National HS Conference Registrations
Field Trips	\$	110	The Discovery Center- Oro Loma Home Base
Parent Engagement Supplies	\$	42	Walmart- LPM Workshop Supplies
	\$	23,040	

Early Head Start - Basic				Early Head Start - T & TA			
Annual Budget	Current Expenses	YTD Expenses	Balance Remaining	Annual Budget	Current Expenses	YTD Expenses	Balance Remaining
\$3,655,192	\$205,634	\$592,794	\$3,062,398	\$0	\$0	\$0	\$0
1,608,284	59,525	185,901	1,422,383	-	-	\$0	-
5,263,476	265,158	778,695	4,484,781	-	-	-	-
-	-	-	-	16,898	-	-	16,898
-	-	-	-	-	-	-	-
242,877	16,572	19,705	223,172	33,488	-	421	33,067
925,297	10,448	30,912	894,385	26,526	-	-	26,526
-	-	-	-				
50,000	(6,291)	3,727	46,273				
9,536	1,171	2,746	6,790				
25,000	3,764	9,630	15,370				
1,730	-	-	1,730				
84,678	4,382	13,151	71,527				
151,060	5,005	16,049	135,011				
1,500	-	24	1,476				
180,781	3,274	4,801	175,980				
21,223	-	-	21,223				
24,009	1,572	4,717	19,292				
18,628	546	861	17,767				
39,344	-	11,677	27,667				
2,277	95	95	2,182	96,459	6,417	28,235	68,224
7,041,416	305,696	896,790	6,144,626	173,371	6,417	28,656	\$144,715
\$703,982	\$31,586	\$89,679	\$614,303	\$15,906	\$642	\$2,866	\$13,040
\$7,745,398	337,282	\$986,469	\$6,758,929	\$189,277	7,059	\$31,522	\$157,755
		13%				17%	
\$1,549,080	\$146,075	\$235,935	\$1,313,145	\$37,855	\$1,765	\$7,881	\$39,439

15%

Credit Card Expenses: Credit card statement dated 3/1/23-3/31/23

March 2023 expenses:

Office Supplies	\$	280	The Office City- Custom Stamps for HSHB and EHS
Office Supplies	\$	135	Dollar Tree- Picture Frames for Certificates
Program Supplies - Disposables	\$	336	Target- Diapers
Program Supplies - Disposables	\$	822	Costco- Diapers and wipes
Program Supplies - Classroom	\$	233	Target- baby bottles, kidcusion corner cushion, sidewalk chalk, batteries
Staff Training	\$	5,432	National Head Start Association- National HS Conference Registrations
Parent Engagement Supplies	\$	73	Dollar Tree- LPM Workshop Supplies
	\$	7,312	



FINANCE COMMITTEE MEETING

Date: May 17, 2023	Program: Women, Infants, and Children (WIC)
Agenda Item #: 5	Director: Annette Thornton
Subject: Variance Reports	Officer: Jack Lazzarini

Background

The information presented below is intended to keep the Committee apprised on the fiscal status of selected program(s) within the Agency that are routinely shared with Program Directors and Executive staff.

The following prepared financial analysis reports will be presented:

- Women, Infants, and Children (WIC)
 - Through 50% of the contract period, approximately 42% of funding has been used. Most of the year to date savings are from general operating expense, travel, training, and program/outreach materials.
 - There are plans in place to fully utilize the funds in coming months in the following manner: staff are attending more in-person trainings, materials are being ordered for participants who will return for onsite services since public health emergency has ended. General office expense will be spent on remodeling the Shields office to increase confidentiality, adding a workstation to the Clovis office, and purchasing reading books for the Books for Kids program.
 - Facility cost is slightly above at 52%. A budget amendment has been submitted to State on 3/14/23, to move funds to cover the rise of facility cost.

WOMEN, INFANTS & CHILDREN (WIC)
YTD March 31, 2023
Grant Period: October 1, 2022 to September 30, 2023

Project ID # 11000, 11001, 11002, 11003, 11019, 11020
Percentage of Time Lapsed

Account Numbers - Expense	Program	ANNUAL BUDGET	YTD ACTUAL	BALANCE	YTD % OF BUDGET USED
<u>Revenue:</u>					
4105	California Department of Health Services	7,267,295	3,055,927	4,211,368	42.05%
Total Revenue		7,267,295	3,055,927	4,211,368	42.05%
<u>Personnel Expense:</u>					
5010, 5015, 5075	Salaries	3,929,926	1,825,334	2,104,592	46.45%
5020, 5025, 5030, 5035, 5040, 5045, 5050, 5055, 5080, 5085	Fringe	1,491,870	572,295	919,575	38.36%
Total Personnel		5,421,796	2,397,629	3,024,167	44.22%
<u>Operating Expense:</u>					
5125, 5145, 5160, 5195, 5415, 5418, 5425, 5435, 5460, 5512, 5520, 5522, 5535, 5537, 5539, 5550, 5555, 5570, 5571, 5702, 5930	General Office Expenses (Audit, phone, cell phone, Office, Cert, insurance)	684,719	146,794	537,925	21.44%
5330, 5335, 5340	Travel	10,000	1,085	8,915	10.85%
5708, 5709	Training	20,000	4,096	15,904	20.48%
5701, 5737, 5763	Outreach, Media/Promo, Program Materials	25,000	4,691	20,309	18.77%
5205, 5220, 5240, 5245, 5250, 5255, 5260, 5270, 5280	Facility Cost	464,832	240,805	224,027	51.80%
5144	Indirect Costs 10.0%) *	640,948	260,826	380,122	40.69%
Total Non-Personnel		1,845,499	658,298	1,187,201	35.67%
Total NSA		7,267,295	3,055,927	4,211,368	42.05%
WIC Card/EBT		28,187,452	6,725,969	21,461,482	23.86%



FINANCE COMMITTEE MEETING

Date: May 17, 2023	Program: Finance
Agenda Item #: 6	Director: Steven Warnes
Subject: Health Insurance Report	Officer: Emilia Reyes

Background

The information presented below is intended to keep the Committee apprised on the financial status of the Agency's self-funded health insurance plan.

As of March 31, 2023, the health insurance reserve is at \$6.0 million, which covers approximately 7.7 months of average expenditures. Contributions from programs and employees for 2023 total \$2,720,210 while the Fund paid out \$2,159,653 in expenses.

Changes to the health insurance plan in 2021 through 2023 include:

- Effective January 2021: 6% increase in Employer premiums and an average 16% increase to Employee premiums.
- Effective January 2022: Tele-health service was added and 1% increase in Employer premiums and an average 8% increase to Employee premiums.
- Effective January 2023: Restructured the wellness program to include more employees; replaced wellness discounted premium by an incentive program available to all employees. 5.5% increase in Employer premiums.

This table presents a sample of the monthly health insurance premium rates for 2023. Rates vary depending on the type of coverage tier selected; the PPO option is shown but a high-deductible option is available at a 40% lower cost to the employee.

	Agency	Employee	Total Premium
Employee Only	\$ 633	\$ 150	\$ 783
EE +Child(ren)	\$ 1,146	\$ 270	\$ 1,416
EE + Family	\$ 1,521	\$ 360	\$ 1,881
EE + Spouse	\$ 1,272	\$ 300	\$ 1,572

FRESNO EOC
HEALTH INSURANCE FUND REPORT
 THROUGH MARCH 31, 2023

	2023					2022		
	January	February	March	YTD totals Jan-Mar	Mo. Avg. Prev 12 mos	YTD totals Jan-Mar	Annual Jan - Dec	Annual Mo. Avg Jan - Dec
Beginning Fund Balance	5,493,909	5,464,765	5,865,711					
<u>Income</u>								
Agency Contributions	753,479	747,863	758,762	2,260,104	718,366	2,263,534	8,623,821	718,652
Additional Agency Contr.	-	-	-	-	0	0	0	-
Employee Contributions	193,157	179,182	87,767	460,106	148,676	639,808	1,963,810	163,651
Total Income	946,636	927,045	846,529	2,720,210	867,042	2,903,342	10,587,631	882,303
<u>Expenses</u>								
Health Claims Paid	597,281	252,921	277,335	1,127,537	463,109	758,882	5,188,655	432,388
Dental Claims Paid	47,952	37,885	42,028	127,865	42,538	143,027	525,612	43,801
Prescriptions Paid	161,856	93,451	158,339	413,646	149,261	387,396	1,764,880	147,073
Vision Claims Paid	6,778	2,036	14,828	23,642	6,437	15,015	68,611	5,718
Stop Loss Premiums	104,348	105,261	108,245	317,854	100,490	323,239	1,211,263	100,939
Stop Loss Claims	-	(22,123)	-	(22,123)	(38,589)	0	(440,948)	(36,746)
Life Insurance Premiums	8,250	8,188	8,240	24,678	11,358	38,135	149,754	12,480
Pinnacle	13,309	13,579	13,580	40,468	13,095	39,282	155,949	12,996
Blue Cross	13,835	13,895	13,994	41,724	13,644	41,333	163,337	13,611
Benefits Consultant	12,083	12,083	12,084	36,250	11,868	36,250	142,419	11,868
Employee Assist. Program	4,537	4,537	4,740	13,814	2,504	5,630	21,865	1,822
Preferred Chiropractors	871	875	881	2,627	882	2,694	10,645	887
TeleDoc	2,474	2,485	2,503	7,462	2,504	7,650	30,232	2,519
Other Expenses	2,206	1,026	977	4,209	1,875	4,299	22,588	1,882
ACA Fees	-	-	-	0	313	0	3,750	313
Total Expenses	975,780	526,099	657,774	2,159,653	781,286	1,802,832	9,018,612	751,551
Current Fund Activity (net)	(29,144)	400,946	188,755	560,557	85,755	1,100,510	1,569,019	130,752
Ending Fund Balance	5,464,765	5,865,711	6,054,466	6,054,466				
<u>Enrollment</u>								
Employee only-Traditional	247	256	256		248		250	
High-Deduct	79	84	86		81		76	
Family coverage-Traditional	337	321	322		339		348	
High-Deduct	34	41	41		38		36	
Dental coverage only	42	54	49		43		40	
Temp/On Call Plan	-	-	-		0		0	
Total employees enrolled	739	756	754		749		750	
Average contributions per employee	1,281	1,226	1,123		1,158		1,176	
Average expenses per employee	1,320	696	872		1,043		1,002	

Estimated # months funded: 7.7



FINANCE COMMITTEE MEETING

Date: May 17, 2023	Program: Finance
Agenda Item #: 7	Director: Chris Erwin
Subject: Non-Competitive Procurements	Officer: Emilia Reyes

Background

The information presented below is intended to keep the Committee apprised on any procurements made through a non-competitive procurement process.

In accordance with the Accounting Policies and Procedures Manual, Noncompetitive Procurements are “special purchasing circumstances, in which competitive bids are not obtained. Noncompetitive procurement (purchases and contracts) are only permissible in the following circumstances (2 CFR 200.320 [f]):

- An emergency exists that does not permit delay,
- Only one source of supply is available,
- If the awarding agency expressly authorizes noncompetitive proposals in response to a written request from the Agency,
- Or after solicitation of a number of sources, competition is determined to be inadequate.

The key requirement for the use of noncompetitive procurement is that the other methods of procurement are not feasible and one of the above circumstances exists.” A report on the non-competitive procurement awards is to be made to the Board of Commissioners.

The agency also follows the following guidelines:

- Purchases from \$10,000 to \$150,000 require three written quotes and may be approved by the CEO.
- Purchases greater than \$150,000 require formal bid procedures and require approval from the Board.
- Purchases greater than \$10,000 without the required quotes or bids must be disclosed to the Board.

Vendor	Purpose	Amount	Justification
Core Business Interiors	Reconfigure and add panels in use at the WIC West Avenue site	\$28,614	One source of supply is available



FINANCE COMMITTEE MEETING

Date: May 17, 2023	Program: Finance
Agenda Item #: 8	Director: Steve Warnes
Subject: Investment Report	Officer: Emilia Reyes

Background

The information below is presented to keep the Committee apprised on the status of the Agency's investment accounts.

As of March 31, 2022, the Agency holds these investments to 1> maintain cash funding items such as the health insurance reserve and accrued vacation liability and 2> provide pledged collateral from Fresno EOC for Access Plus Capital's \$700,000 loan from Citibank.

	Wells Fargo	Citibank (pledged)	Total
Cash & Cash Equivalents	39,717	\$ 796,453	836,171
Corporate Bonds	158,307	-	158,307
Government Bonds	598,675	-	598,675
Certificates of Deposit (CD)	2,031,321	-	2,031,321
Stocks	15,500	-	15,500
Total	\$ 2,843,521	\$ 796,453	\$ 3,639,974
Minus unrealized gains on CDs	(56,254)	-	(56,254)
General Ledger balance	\$ 2,899,775	\$ 796,453	\$ 3,696,228

Total annual interest expected from these fixed income investments is \$91,531 providing an average rate of 3.20%. Interest rates received on the Corporate Fixed Income investment is 4.45%; this holding will mature in 2026. The US Treasury Notes and Certificates of Deposit have interest rates between 2.00% and 4.85%; and a tiered maturity date structure to provide for both shorter-term maturities and longer investments past 2026. Investments with very low interest rates generally have very short investment periods.

The funds at Self-Help Federal Credit Union are returning 2.63% interest.



FINANCE COMMITTEE MEETING

Date: May 17, 2023	Program: Transit Systems
Agenda Item #: 9	Director: Thomas Dulin
Subject: Transit Fleet Electrification	Officer: Jack Lazzarini

Background

Staff will review the transit fleet electrification Request for Proposals (RFP) and selection process with Commissioners to answers any further questions or concerns.

On October 12, 2022 during the Finance Committee Meeting, staff presented the Solar Project as an informational item where it was highlighted the need to significantly reduce annual operating expenses overtime by converting to solar-powered vehicles by generating energy.

On November 1, 2022 a RFP was released where electrification companies were invited to apply to electrify Fresno EOC's Transit Systems fleet with electric vehicles, chargers, and solar panels on site. The RFP was advertised for 30 days on the agency's website, The Fresno Bee, The Business Journal and other local networks to seek interested parties. The deadline to apply was originally, November 30, 2022, later extended to December 14, 2022 and in response received one submission by Leevo.

On April 19, 2023, staff went back to the Finance Committee for review and approve for full Board consideration the RFP submission with Leevo to lead the project development of the solar array, charging station infrastructure, and vehicle conversion.

Per the Finance Committee's recommendation, on May 10, 2023, this item went for full Board consideration and approval. During the meeting, the Board recommended to tabled this item for further discussion.

To support this discussion, attached is the original RFP and submission by Leevo.



Fresno
**Economic
Opportunities
Commission**

Linda Hayes Board Chair
Emilia Reyes Chief Executive Officer

Fresno Economic Opportunities Commission

REQUEST FOR PROPOSALS

for

Fresno EOC Transit Systems 2023 Electrification

PROPOSAL DEADLINE
December 14, 2022
4:00 p.m.
Transit Systems Fresno EOC
3110 W. Nielsen
Fresno, CA 93706
559-263-8005
www.fresnoeoc.org

CONTRACTOR FOR FRESNO EOC TRANSIT SYSTEMS 2023 ELECTRIFICATIONS

Fresno EOC Transit Systems 2023 Electrification

Fresno Economic Opportunities Commission (Fresno EOC) is soliciting proposals to electrify their Transit Systems fleet with electric vehicles, chargers, and solar panels on site.

This Request for Proposal (RFP) specifies all required qualifications, the responsibilities of the selected company and Fresno EOC, the method and terms of compensation, submission instructions, rating method, and the contract award provisions.

Proposals will be considered from qualified and experienced fleet electrification firms that are regularly established in the business of **fleet electrification**, and who in the judgment of Fresno EOC, have a responsible reputation. Through prior work performed, firms must be able to show evidence of reliability, ability, experience, and personnel to perform the services.

You can also find the Request for Proposals (RFP) on the Fresno EOC website homepage [at https://fresnoeoc.org/rfp](https://fresnoeoc.org/rfp).

PROPOSAL SUBMISSION:

Qualified **Electrification companies** are invited to submit a proposal digitally, meeting the requirements described herein which must be received no later than November 30, 2022, **4:00 p.m.** Pacific Standard Time). **UPDATE: NEW PROPOSAL DATE DECEMBER 14, 2022, 4:00 P.M.** The electronic file is to be sent to Thomas.Dulin@fresnoeoc.org with the subject line of **Fresno EOC Transit Systems 2023 Electrification**. Mail or deliver hard copy proposals in a sealed envelope to:

Request for Proposal - Transit Systems 2023 Electrification
Thomas Dulin, Transit Systems Director
Fresno Economic Opportunities Commission
3110 W. Nielsen Ave
Fresno, CA 93706

Failure to clearly label proposals may result in premature disclosure. It is the responsibility of the Bidder to ensure that proposals are received by the above deadline. Late proposals will not be considered.

QUESTIONS:

Direct all questions regarding this RFP to Thomas Dulin via email: Thomas.Dulin@fresnoeoc.org. All questions and responses are public and posted in a timely manner on the Fresno EOC website homepage (www.fresnoeoc.org) under the RFP section at <https://fresnoeoc.org/rfp>. Fresno EOC will not accept questions after December 14, 2022, 4:00 p.m. (Pacific).

This Request for Proposal does not commit Fresno EOC to award a contract or pay any costs incurred in the preparation of a proposal in response to this request. Fresno EOC reserves the right to accept the proposal that it considers being in its best interest. All materials submitted to Fresno EOC in response to this RFP become the sole property of Fresno EOC and may be used at its discretion unless the proposer identifies any trademarks or patents. The selection of the firm is at the sole discretion of the Fresno EOC Board of Commissioners.

COMPLAINTS:

If a bidder has a complaint relative to the RFP, please send a written statement to:

Emilia Reyes, Chief Executive Officer
Fresno Economic Opportunities Commission
1920 Mariposa Street, Suite 300
Fresno, CA 93721

With a copy to:

Jim S. Rodriguez, CFO
Fresno Economic Opportunities Commission
1920 Mariposa Street, Suite 330
Fresno, CA 93721

APPEALS:

Bidders have seven (7) calendar days from the bid award to appeal the decision. Send written appeal to:

Emilia Reyes, Chief Executive Officer
Fresno Economic Opportunities Commission
1920 Mariposa Suite, Suite 300
Fresno, CA 93721

With a copy to:

Jim S. Rodriguez, CFO
Fresno Economic Opportunities Commission
1920 Mariposa Street, Suite 330
Fresno, CA 93721

SMALL, WOMEN, AND/OR MINORITY-OWNED BUSINESSES:

Efforts will be made by Fresno EOC to utilize small businesses, women-owned, and minority-owned businesses, with the consideration that the primary responsibility is the favorable return to the Fresno EOC.

Fresno EOC draws upon the power of its diverse staff and board membership, by producing positive and meaningful accomplishments in its human development initiatives, social ventures, and community partnerships.

The RFP's weighted evaluation process reflects Fresno EOC's commitment and support in creating inclusive employment opportunities by encouraging vendors and contractors to participate in our organization's vision.

Thank you for your interest in working with Fresno Economic Opportunities Commission.

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KEY ACTION EVENTS AND DATES:

Listed below are the events and dates for this RFP. All dates are subject to revision.

- Release of RFP: November 1, 2022
- Mandatory Walkthrough or Q&A session: November 10, 2022
- Last day for Proposers to Submit Questions: November 18, 2022, 4:00 p.m. (Pacific).
- Last Day for EOC to Answer Questions: November 23, 2022
- Proposal Deadline: November 30, 2022, 4:00 p.m. (Pacific)
- **NEW PROPOSAL DEADLINE: DECEMBER 14, 2022, 4:00 P.M.**
- Contract Award: January 5, 2023

SECTION 1 - GENERAL PROPOSAL REQUIREMENTS

SITE WALKTHROUGH or QUESTION AND ANSWER SESSION:

There will be a MANDATORY walkthrough scheduled on Thursday, November 10, 2022 at 1:00 p.m. PST at Transit Systems Campus, 3110 W. Nielsen Ave, Fresno, CA, 93706.

SPECIFICATION CHANGES:

Fresno EOC may, during the proposal period, advise the Proposer in writing of additions, omissions, or alterations in the specifications. Changes shall be included in the RFP and become part of the specifications as if originally submitted.

AMENDMENTS:

No one is authorized to amend this proposal in any respect, by an oral statement, or to make any representation or interpretation in conflict with the provisions of this RFP. If necessary, the supplementary information in the addendum form will be prepared and made available to potential proposers. It is the Proposer's responsibility to obtain, sign, and submit all addendum(s) for the RFP at: <https://fresnoeoc.org/rfp>.

Failure of Proposer to submit signed addendum(s) with their proposal shall be cause for rejection. Any exceptions taken to this RFP shall be clearly stated in writing.

RFP WITHDRAWAL:

Any Proposer may withdraw their proposal, either personally or by written request, at any time prior to the date and time due.

RIGHT TO REJECT PROPOSALS:

Fresno EOC reserves the right to reject any and all proposals, or any part of a proposal; to waive minor defects or technicalities; or to solicit new proposals on the same project or modified project, which may include portions of the original RFP document, as Fresno EOC may deem necessary and in its best interest. False, incomplete, or unresponsive statements in connection with a submitted proposal may be sufficient cause for rejection. Fresno EOC will be the sole judge in making such determinations.

EXAMINE SPECIFICATIONS:

Proposer shall thoroughly examine and be familiar with the specifications. Failure or omission of any Proposer to receive or examine any form, instrument, addendum or other document, or become acquainted with existing conditions, shall in no way relieve Proposer from any obligations with respect to Proposer's offer or to the contract. Submission of a proposal shall be taken as prima facie evidence of compliance with this section.

Should a Proposer find discrepancies in or omissions from proposal documents or another contract document, or should be in doubt as to their meaning, he/she shall at once notify Thomas Dulin, who is Fresno EOC's representative. All written instructions will be made available to all Proposers on the Fresno EOC website at www.fresnoeoc.org. Neither Fresno EOC nor its representative will be responsible for any oral instructions. No interpretations will be issued later than five (5) calendar (working) days before the proposed date so that all inquiries can be answered in writing and distributed to all Proposers in the form of an addendum to the contract in ample time before the proposal opening date.

RESPONSIBILITY OF BIDDER:

Proposers shall have examined the work site, and shall be responsible for having acquired full knowledge of the job and of all issues affecting it. No variations or allowances from the contract sum will be made because of the lack of such examination.

ALL RFP DOCUMENTS PART OF FINAL CONTRACT:

Any RFP documents, letters, and materials submitted by the Proposer shall be binding and included as part of the final contract. Unauthorized conditions, limitations, or provisions attached to proposals may cause its rejection.

EXCEPTIONS:

Any exceptions to this RFP must be stated in your proposal. It is otherwise assumed that the wording within this document is accepted and agreed to by the Proposer.

RESULTING CONTRACT:

Through the RFP process, Fresno EOC reserves the right to negotiate a contract based on all factors involved in the written proposal without further discussion or interview. The performance of the contract resulting from this proposal shall be governed, construed, and interpreted according to the laws of the State of California.

Terms and Conditions of a resulting contract shall be those of Exhibit A "Sample Contract." Any contentions must be submitted with your RFP.

NOTICE:

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give the other party shall be in writing and either served personally or sent by pre-paid first-class mail, or the equivalent thereof by private carrier.

Any such writing shall be addressed to:

Thomas Dulin, Transit Systems Director
Fresno Economic Opportunity Commission
3110 W. Nielsen
Fresno CA, 93706

NON-EXCLUSIVE AGREEMENT:

This RFP does not establish an exclusive arrangement between Fresno EOC and the Proposer. Fresno EOC reserves, among others, the following rights:

- The right to use others to perform work and services described in the RFP.
- The right to request future proposals from other Contractors for work described in this RFP without requesting a proposal from the Contractor.
- The unrestricted right to bid on any work or services described herein.
- The right to alter each phase based on grants and infrastructure.

SECTION 2 - QUALIFICATIONS, SPECIFICATIONS, AND RFP REQUIREMENTS

DESCRIPTION OF SERVICES:

Executive Summary

The Fresno Economic Opportunity Commission (Fresno EOC) is seeking a turn-key fleet electrification partner to support the transition of our Internal Combustion powered fleet to Electric, Zero Emissions vehicles over a five-year period.

Scope Summary

Requesting suppliers to propose a fully turn-key* program to replace about 50 buses and the installation of a 1-megawatt onsite solar generation system and battery from which the energy will be used primarily for the charging of the EV Fleet and other existing business operations on site.

The turn-key program will include a holistic plan, design, implementation strategy, financing, grant writing support, and management of utilities, contractors, and equipment suppliers. The provider of the turn-key program will be required to identify compatible electric vehicle supply equipment (EVSE) and pay all upfront costs including project engineering, vehicles, EVSE hardware and corresponding software, 1-megawatt on-site solar generation system and battery, and all corresponding infrastructure cost related to the EVSE and Solar installation. Given the five-year implementation period, the implementation will occur in phases, but is intended to be a multi-year contract:

Phase One (Target Implementation by February 28, 2023)

- Design, Engineering, and Build-out of the behind the meter (BTM) infrastructure to support ~50 EV buses.
- PG&E pays for, constructs, owns and maintains electrical infrastructure to the meter (TTM) panel.
 - Customer-owned eligibility at PG&E discretion based on project scope and associated costs.
 - Contractor to manage PG&E on customer's behalf.
- Procurement and Installation (pedestal mounted) of 10 charging stations. With bi-directional Vehicle to Grid (V2G) capabilities.
- Design, Engineering, Supply, and installation of a 1-megawatt on-site solar generation system and battery.
- 10 Electric Shuttle Buses (specifications to be supplied by February 1, 2023).

Phase Two (Target Implementation February 28, 2024)

- 10 Electric Shuttle Buses (specifications to be supplied by February 2, 2024).

- Procurement and Installation (pedestal mounted) of 10 charging stations. With bi-directional Vehicle to Grid (V2G) capabilities.

Phase Three (Target Implementation February 28, 2025)

- 10 Electric Shuttle Buses (specifications to be supplied by February 1, 2025).
- Procurement and Installation (pedestal mounted) of 10 charging stations. With bi-directional Vehicle to Grid (V2G) capabilities.

Phase Four (Target Implementation February 28, 2026)

- 10 Electric Shuttle Buses (specifications to be supplied by February 1, 2026)
- Procurement and Installation (pedestal mounted) of 10 charging stations. With bi-directional Vehicle to Grid (V2G) capabilities.

Phase Five (Target Implementation February 28, 2027)

- 10 Electric Shuttle Buses (specifications to be supplied by February 1, 2027).
- Procurement and Installation (pedestal mounted) of 10 charging stations. With bi-directional Vehicle to Grid (V2G) capabilities.

LICENSE AND PERMITS:

The contractor will manage/produce/procure all project costs, coordination, permitting, engineering, and utility partner negotiation.

BACKGROUND CHECK:

If applicable, the contractor shall certify that all personnel have successfully passed a criminal background check prior to assignment to Fresno EOC.

RECOGNIZED HOLIDAYS:

Fresno EOC offices are closed on the following holidays:

- New Year's Day
- Martin Luther King Jr's Birthday
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- Juneteenth
- Fourth of July
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day



REMEDIES IN THE EVENT OF A DEFAULT:

Should Fresno EOC determine a contractor to be in contract default, the determination shall be final. In such an event, Fresno EOC may proceed, but is not limited to, with the following:

- Instruct the Contractor to immediately correct the deficiency causing the default.
- Demand a Service Guarantee Credit.
- Terminate the contract.

SECTION 3 - COST PROPOSAL

Provide a total cost estimate, including travel expenses, and “not to exceed” amount for the work described in the scope of work and a rate schedule for computing any extra work not specified in the contracted scope of work.

SECTION 4 - RFP RESPONSE CONTENT

RESPONSE:

Proposers are to respond to all information requested in this RFP. Brochures and advertisements will not be accepted as a substitute for these requirements. A qualified proposal must address all items.

CONTENT:

Proposals shall be organized and submitted in the format prescribed below. When replying to a particular paragraph or question, ensure that your response references the section and paragraph that asks that question. Proposers are required to submit an electronic document and one (1) hard copy original of their proposal. The original must be labeled "ORIGINAL."

Proposals submitted must contain the following information to be considered:

- A brief cover letter
- Identification Sheet (see Section 5: Submission Forms)
- Licensing Form (see Section 5: Submission Forms)
- Proof of Insurance appropriate for the type and scope of work being proposed
- W-9 Form
- References Form (see Section 5: Submission Forms)
- Cost Proposal
- Public Contract Code Section and Non-Collusion Affidavit
- Proposal Authorization Signature Page (see Section 5: Submission Forms)
- Fresno EOC Diversity Certification Check List (if applicable)
- RFP Content Requirements (read carefully)
- Brochures, Pamphlets (optional)
- One (1) proposal clearly marked "ORIGINAL"
- A digital proposal in PDF format sent to Thomas.Dulin@fresnoeoc.org

WOMEN/DISABLED VETERAN/MINORITY-OWNED, AND SMALL BUSINESSES

Does your firm qualify as a woman/disabled veteran/minority-owned, or as a small business? If yes, provide publicly certified documentation or a self-certification statement that is subject to examination.

GRADING CRITERIA

Following the deadline for receipt of proposals, all proposals submitted will be analyzed and reviewed by a review panel consisting of representative(s) of the various departments within Fresno EOC agency. Fresno EOC reserves the right to negotiate a contract based on all factors involved in the written proposal without further discussion or interview.

Proposals will be evaluated for cost and compliance with all requirements set forth in this RFP, including timely submission and provision of all documents requested, and for the following minimum requirements:

PHASE 1

Proposals will be examined as to whether or not proposers responded in accordance with the following requirements:

- Proper completion and submittal of required proposal documents.
- Proof of a valid business or professional license from the State of California.
- Submission of a valid proof of insurance certificate.
- If applicable, status as a Women/Veteran/Minority-owned business. See the links below for more information about getting certified.
 - <https://resources.smartbizloans.com/blog/business-owners/how-to-get-a-minority-owned-business-certification/>
 - <https://nmsdc.org/>
 - <https://sch.thesupplierclearinghouse.com/>
 - <https://www.uschamber.com/co/run/business-financing/certification-guide-for-minority-owned-business>
 - <https://www.sba.gov/federal-contracting/contracting-assistance-programs/8a-business-development-program>

Proposers who do not respond in accordance with any of the above requirements will be immediately disqualified. This is a non-exclusive agreement. Fresno EOC reserves the right to enter into multiple agreements from this RFP.

PHASE 2

Proposals that PHASE 1 will be evaluated and scored using the table below:

Evaluation Criteria	Maximum Points	Score
QUALIFICATIONS (25 POINTS)		
Reputation and Experience	25	
REFERENCES (25 POINTS)		
Quality	15	
Timeline	5	
Reliability / Dependability	5	
CAPACITY / CAPABILITIES (25 POINTS)		
Staff experience	15	
Diversity-Small, Women, Disabled, Veteran, and Minority Owned Businesses	10	
PRICE (30 POINTS)		
Proposal Rates and Rate Structure	30	
PROPOSAL RESPONSIVENESS (10 POINTS)		

Adherence to the RFP provisions, specifications, terms and conditions	5	
Completeness of answers	5	
TOTAL SCORE PHASE II	115	

PROPOSAL SUBMISSION

Qualified vendors are invited to submit a proposal digitally, meeting the requirements described herein which must be received no later than December 14, 2022, 4:00 p.m. PST. The electronic file is to be sent to Thomas.Dulin@fresnoeoc.org with the subject line of **Fresno EOC Transit Systems 2023 Electrification**. Mail or deliver hard copy proposals in a sealed envelope to:

Request for Proposal - Transit Systems 2023 Electrification
 Thomas Dulin, Transit Systems Director
 Fresno Economic Opportunities Commission
 3110 W. Nielsen Ave
 Fresno, CA 93706

The Proposal envelope shall have stated thereon the name and address of the submitting Contractor.

PROPOSALS WILL NOT BE ACCEPTED AFTER WEDNESDAY, DECEMBER 14, 2022, at 4:00 P.M. PST. ALL PROPOSALS RECEIVED AFTER SAID TIME AND DATE WILL BE TIME-STAMPED AND RETURNED UNOPENED TO THE SUBMITTER.

SECTION 5 – SUBMISSION FORMS

1. IDENTIFICATION SHEET RESPONDENT TO COMPLETE AND RETURN WITH PROPOSAL

Type or print the following information:

Company: _____

Address: _____

City State Zip

Name: _____

Title: E-mail: _____

Telephone: _____ Fax: _____

Years in business: _____

Number of employees: _____

Name of Insurance carriers: _____

Public Liability: _____ Expires: _____

Workers' Compensation: _____

2. LICENSING

RESPONDENT TO COMPLETE AND RETURN WITH PROPOSAL

By submission of a proposal, Proposer attests to having possession of a duly issued valid business license issued by the State of California. Such license authorizes a proposer to contract to perform type of work required by the specifications. Should the Proposer fail to provide below, the number and classification of Proposer's State of California License, Private Patrol Permit from the City of Fresno, Fresno Economic Opportunities Commission (EOC) may reject this proposal.

CONTRACTOR: _____

BY: _____

TITLE: _____

MAILING ADDRESS: _____

City State Zip

TELEPHONE NUMBER: _____

STATE OF CALIFORNIA LICENSE NO. : _____

(Private Patrol Operators License): _____

Private Patrol Permit (City of Fresno): _____

Contractor's Signature Date

3. REFERENCES

RESPONDENT TO COMPLETE AND RETURN WITH PROPOSAL

SIMILAR CONTRACTS/RFPS PERFORMED: List below contracts under which the Proposer has provided similar services during the past three (3) years.

Proposer's financial stability, technical and support capabilities will be verified through reference checking, which may include site visits and contact with other clients or vendors.

FIRM NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

CONTACT PERSON: _____

DATE OF CONTRACT: _____ through _____

FIRM NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

CONTACT PERSON: _____

DATE OF CONTRACT: _____ through _____

FIRM NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

CONTACT PERSON: _____

DATE OF CONTRACT: _____ through _____

4. FRESNO EOC DIVERSITY CERTIFICATION CHECK LIST RESPONDENT TO COMPLETE AND RETURN WITH PROPOSAL (OPTIONAL)

Please check the diversity code that best represents your company and sign below:

Minority Business Enterprise (MBE)

To qualify as an MBE, the firm must be a for-profit enterprise, regardless of size, physically located in the United States or its trust territories, which is owned, operated, and controlled by minority group members. Ownership by minority individuals means the business is at least 51% owned by such individuals or, in the case of a publicly-owned business, at least 51% of the stock is owned by one or more such individuals. Further, those minority group members control the management and daily operations. Minority group members are defined as:

- Asian-Indian - A U.S. citizen whose origins are from India, Pakistan or Bangladesh.
- Asian-Pacific - A U.S. citizen whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas.
- African-American - A U.S. citizen having origins in any of the Black racial groups of Africa.
- Hispanic - A U.S. citizen of true-born Hispanic heritage, from any of the Spanish-speaking areas of Latin America or the following regions: Mexico, Central America, South America, and the Caribbean Basin, only.
- Native American - A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part. Native Americans must be documented members of a North American tribe, band or otherwise organized group of native people who are indigenous to the continental United States and proof can be provided through a Native American Blood Degree Certificate (i.e., tribal registry letter, tribal roll register number). To certify your business as an MBE, contact your local SBA office to register as a "Small Disadvantaged Business" or 8(a) corporation on SBA Pro-Net or visit the National Minority Supplier Development Council home page.
- US Pan Asian American Chamber of Commerce

Women Business Enterprise (WBE)

To qualify as a WBE, the firm must be a for-profit enterprise, regardless of size, physically located in the United States or its trust territories, which is owned, operated, and controlled, by a woman or women members. Ownership by female individual's means the business is at least 51% owned by such individuals or, in the case of a publicly-owned business, at least 51% of the stock is owned by one or more such individuals. Further, the management and daily operations are controlled by the woman or women members. Woman-owned businesses can be certified in any of three ways:

- Register with the Women's Business Enterprise National Council
- Register with the National Women Business Owners Corporation
- Current state or municipal certifications clearly stating woman-owned status (subject to review)
- All individuals must have a net worth of less than \$750,000, excluding the equity of the business and primary residence.
- All applicants must also meet applicable size standards for small businesses in their industry. To become SDB certified, visit the SBA SDB home page.

____Veteran-Owned Business (VOB)

Business must meet the requirements as a Small Business. It must be at least 51% owned and controlled by a U.S. Veteran or Veterans possessing a discharge other than dishonorable.

Veteran-owned business can be certified two ways:

- Register with SBA Veterans' Program
- Register with SBA Pro-net

____Disabled Veteran-Owned Business (DVOB)

Business must meet the requirements as a Small Business. It must be at least 51% owned and controlled by a U.S. Veteran or Veterans possessing a discharge other than dishonorable. Disability may be any degree that was acquired or aggravated during active service.

____Disadvantaged Business Enterprise (DBE)

Means an offer or that represents, as part of its offer, that it is a small business under the size standard applicable to the acquisition; and either: it has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B, and: no material change in disadvantaged ownership and control has occurred since its certification; where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and it is identified, on the date of its representation, as a certified small business concern in the Central Contractor Registration (CCR) database.

CONTRACTOR

Name: _____

Signature of Authorized Agent

Date

Printed Name and Title of Authorized Agent

E-mail address: _____

Phone Number: _____

5. SIGNATURE PAGE
RESPONDENT TO COMPLETE AND RETURN WITH PROPOSAL

The undersigned, having carefully read and examined this RFP, and being familiar with (1) all the conditions applicable to the work for which this proposal is submitted; (2) with availability of the required equipment, materials and labor hereby agrees to provide everything necessary to complete the work for which this proposal is submitted in accordance with the proposal documents for the amounts quoted herein and further agrees that if this proposal is accepted, within five (5) days after the contract is presented for acceptance, will execute, and mail a signed contract to the Fresno Economic Opportunities Commission EOC (EOC).

This Signature/Authorization page must be in Section 1 of your Proposal.

Signature of Authorized Agent

Date

Printed Name of Authorized Agent

Date

EXHIBIT A
"SAMPLE CONTRACT"
CONTRACT SERVICES AGREEMENT

THIS AGREEMENT is entered into at Fresno, California, effective _____, by and between the **FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION**, hereinafter referred to as "AGENCY", and _____ hereinafter referred to as "CONTRACTOR".

WITNESSETH THAT:

AGENCY and CONTRACTOR do mutually agree as follows:

1. The CONTRACTOR shall, in a satisfactory, proper, and timely manner as determined by the AGENCY. These services include the following:
 - a.
 - b.
 - c.
 - d.
2. CONTRACTOR shall commence performance of this Agreement on the _____ day of _____, 20____, and shall complete performance to the satisfaction of the AGENCY no later than _____.
3. CONTRACTOR shall maintain such records and accounts, including property, personnel, and financial records as deemed necessary by AGENCY or the Director of the AGENCY's funding source to assure a proper accounting for all project funds, both Federal and Non-Federal Shares. These records will be made available for audit purposes to the AGENCY, the funding source, the Comptroller General of the United States, or any authorized representative, and will be retained for three (3) years after the expiration of this Agreement unless written permission to destroy them is granted by the AGENCY and the funding source.
4. CONTRACTOR shall be paid for services rendered hereunder. It is expressly understood and agreed that in no event shall the total amount to be paid by the AGENCY to the CONTRACTOR under this Agreement exceed _____ for full and complete satisfactory performance.
5. The CONTRACTOR agrees to comply with all conditions governing grants required by the funding sources and/or by Federal and State regulations.

6. If CONTRACTOR shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Agreement, or if the grant or contract under which this Agreement is made, authorized, or funded, is terminated, defunded, or suspended by the funding source, or if AGENCY is the Delegate Agency of a grantee and the contract by which such delegation is made is terminated, AGENCY shall thereupon have the right to terminate this agreement by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof. If the CONTRACTOR is unable or unwilling to comply with such additional conditions as may be lawfully imposed by the funding source on the grant or contract under which the AGENCY is performing the program to which CONTRACTOR's services are being rendered, the CONTRACTOR shall have the right to terminate the Agreement by giving written notice to signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data studies and reports purchased or prepared by the CONTRACTOR under this Agreement shall, at the option of AGENCY, become its property. The CONTRACTOR shall then be entitled to compensation for any unreimbursed expenses unnecessarily incurred in the satisfactory performance of this Agreement to the date of termination. Notwithstanding the above, the CONTRACTOR shall not be relieved thereby of liability to AGENCY for damages sustained by AGENCY by virtue of any breach of the Agreement by the CONTRACTOR. AGENCY may withhold any such reimbursement or compensation to the CONTRACTOR for the purpose of offset until such time as the exact amount of damages due AGENCY from the CONTRACTOR is agreed upon or otherwise determined.
7. AGENCY may, from time to time, request changes in the scope of the services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR's compensation, which are mutually agreed upon by and between AGENCY and the CONTRACTOR, shall be incorporated by written amendment to this Agreement.
8. If the CONTRACTOR is to be reimbursed for travel expenses, the cost charged for travel shall not exceed those allowable to AGENCY employees. No such reimbursement shall be made unless AGENCY has authorized such travel at its expense prior to the incurring of said costs.
9. CONTRACTOR may publish results of its functions and participation in the program with prior review by AGENCY, provided that such publications acknowledge that the program is supported by funds from AGENCY and that five (5) copies of each such publication are furnished to AGENCY.
10. If this Agreement results in a book or other copyrightable material, the author is free to copyright the work, but AGENCY reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use all copyrights material and material which can be copyrighted resulting from the Agreement.

11. Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to AGENCY for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereof, shall be disposed of and administered, in order to protect the public interest.
12. CONTRACTOR agrees to comply with all Federal, State, and Local statutes and regulations concerning its employees, including but not limited to, prevailing wage standards imposed because of the program's funding source. All laborers and mechanics employed, if any, by contractors or subcontractors in the construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276-a-276a-5).
13. CONTRACTOR warrants that no person or entity has been employed or retained to solicit or secure this Agreement in consideration for a commission, parentage, brokerage, or contingent fee. For breach or violation of this warrant, AGENCY shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the CONTRACTOR's compensation, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
14. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment in the performance of this Agreement because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical disability (cancer), age (over 40), marital status and denial of family care leave. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion, or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
15. No person in the United States shall, on the ground of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), gender or sexual orientation, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement. The CONTRACTOR will comply with all statutes and regulations promulgated by the Federal Government, State Government, and Local Government Agency regarding such discrimination.

CONTRACTOR hereby certifies compliance with the following:

- (a) Federal Executive Order 11246, as amended by Executive Order 11375 relating to equal employment opportunity;
- (b) Title VI and Title VII of the Civil Rights Act of 1964, as amended;
- (c) Rehabilitation Act of 1973, as amended;
- (d) Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended;

(e) Title 41, Code of Federal Regulations, Chapter 60.

CONTRACTOR agrees to abide with and shall include the nondiscrimination and compliance provisions of the following clause in all Subcontracts to perform work under this Agreement:

"During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of any race, religion, color, national origin, ancestry, physical handicap, medical conditions, marital status, age (over 40), gender or sexual orientation. CONTRACTOR shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement."

CONTRACTOR's signature affixed hereon shall constitute a certification under the penalty of perjury under the laws of the State of California that to the best of its knowledge has, unless exempted, complied with the nondiscrimination program requirements set forth in this section.

16. Contractor must comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State and local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

Contractor further agrees that the above language will be included in any subcontracts which contain provisions for children's services and that all subcontracts shall certify compliance accordingly.

17. Contractor assures that for Agency contracts exceeding one hundred-thousand dollars (\$100,000) to the best of its knowledge it is fully in compliance with the earning assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) Public Contract Code 7110.

18. CONTRACTOR or any Subcontractor assigned work under this Agreement who has fifty (50) or more employees and has an agreement of Fifty Thousand Dollars (\$50,000.00) or more shall be required to develop a written Affirmative Action Compliance Program. The written program is to follow the guidelines set forth in Title 41 CFR Section 60-1.40, Sections 60-2.10 through 60-2.32, Sections 60-250.1 through 60-250-33, and Sections 60-741.4 through 60-741.32.

CONTRACTOR or any Subcontractor with less than fifty (50) employees must comply with Section 202 of Part II of Executive Order 11246, as amended. CONTRACTOR shall ensure that Subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

19. None of the funds, materials, property, or services contributed by AGENCY or the CONTRACTOR under this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.
20. There shall be no religious worship, instruction, or proselytization as part of or in connection with the performance of this Agreement.
21. CONTRACTOR shall comply with all applicable laws, ordinances, and codes of the State and Local governments.
22. CONTRACTOR hereby certified under penalty of perjury that no more than one final unappealable finding of contempt of court, by a Federal Court, has been issued against CONTRACTOR within the immediately preceding two (2) year period because of CONTRACTOR's failure to comply with an order of a Federal Court which orders CONTRACTOR to comply with an order of the National Labor Relations Board.
23. CONTRACTOR shall make all financial, progress, and other reports as requested by AGENCY and will arrange for on-site inspections by AGENCY at its request.
24. CONTRACTOR is not an employee of AGENCY for any purpose whatsoever, but is an independent contractor. CONTRACTOR shall have sole control of the manner and means of performing under this Agreement. AGENCY shall not have the right to require CONTRACTOR to conform to any fixed or minimum number of hours devoted to performing the work or do anything else which would jeopardize the relationship of independent contractor between AGENCY and CONTRACTOR. All expenses and disbursements incurred by CONTRACTOR under this Agreement, unless specifically delineated as AGENCY's responsibility, shall be borne wholly and completely by CONTRACTOR, and AGENCY shall not be in any way responsible or liable therefor. CONTRACTOR does not have, nor shall hold itself out as having, any right, power, or authority to create any contract or obligation, either expressed or implied, on behalf of, in the name of, or binding upon AGENCY.
25. CONTRACTOR agrees to maintain a policy of liability insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000) to cover any negligent acts

committed by CONTRACTOR or CONTRACTOR's employees or agents during the performance or any duties under this Agreement. AGENCY shall be named an additional insured under said policy. AGENCY shall be provided a certificate of such insurance showing that said insurance is in force and effect and that AGENCY is an additional insured. Said insurance policy shall cover, in addition to other matters, any liability that may arise as a result of CONTRACTOR's use of an automobile in connection with performance of services. CONTRACTOR agrees to hold AGENCY free and harmless from any and all claims, expenses, and/or costs, including but not limited to costs of legal defense, resulting from any such negligent act or omission to the maximum extent permitted by law. AGENCY shall have the right to modify or waive any of the above insurance requirements.

26. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing hereinbelow, but each party may change the address by written notice in accordance with this Paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of five (5) days after mailing.
27. This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by CONTRACTOR to AGENCY and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.
28. If any provision in this Agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
29. This Agreement will be governed by and construed in accordance with the laws of the State of California.
30. Should litigation be required to enforce the terms of this Agreement, the prevailing party shall be entitled to expenses incurred thereby, including but not limited to reasonable attorney's fees and court costs.
31. CONTRACTOR acknowledges that as an independent contractor, he or she will not be treated as an employee for Federal tax purposes, for California State tax purposes, or for any other purposes and that no FICA (Social Security) payroll tax shall be withheld from payments to CONTRACTOR by AGENCY; no Federal Unemployment Insurance shall be paid by AGENCY on account of CONTRACTOR; no State of Federal income tax

shall be withheld from the payments to CONTRACTOR; neither State Disability Insurance nor State Unemployment Insurance shall be withheld or paid by AGENCY on account of CONTRACTOR and no Worker's Compensation Insurance has or will be obtained by AGENCY on account of CONTRACTOR for the task to be performed by CONTRACTOR or CONTRACTOR's employees.

By _____

Name: Emilia Reyes

Title: Chief Executive Officer

By _____

Name: _____

Title: _____



REQUEST FOR PROPOSALS

Fresno Economic Opportunities Commission

Fresno EOC Transit Systems 2023
Electrification

ISSUED BY:

Fresno Economic
Opportunities Commission
(Fresno EOC)
3110 W. Nielsen
Fresno, CA 93706
December 14th @ 4:00 PM Pacific



Dear Thomas Dulin,

Nuvve Holding Corp. commends Fresno EOC for taking ambitious steps to electrify your fleet and leading the change for a cleaner, safer transportation experience for your community. A change of this magnitude requires leadership, education, and experience, and Nuvve is ready to be your trusted partner to support you in this effort.

We understand the challenges and importance of providing dependable, clean transportation to your drivers, students, and community.

Decarbonization is a complex and necessary path to provide a cleaner, greener tomorrow. However, without an experienced partner, this great responsibility can overwhelm any fleet operator.

Our approach is to simplify the conversion process for fleet owners and operators with a turn-key fleet electrification service model. We combine proprietary technology that promotes grid resiliency, battery health, and cost savings with fleet management and operations expertise to ensure a successful conversion.

Our *one-partner, comprehensive solution* is uniquely equipped to manage the many moving parts that come with a large site conversion. For example, we provide the following:

- Training and support for drivers, mechanics, technicians, and dispatch operations, as the workforce transitions from internal combustion to electric in the coming years
- Green incentive services include grant writing and submission and carbon credit assistance. While grants remain critical to any organization to enable a project at this scale, grant awards are not guaranteed. Therefore, we have provided an alternative proposal for your consideration to ensure the optimal benefit cost for Fresno EOC.
- Financing options to make the initial cost burden of transitioning to electric more feasible—we offer financing that is flexible and tailored to your specific needs
- Warranty and maintenance provisioning to mitigate technology risk and promote full asset life
- Infrastructure feasibility analyses, planning, grid interconnection, and construction management for full site conversions (permitting through post-deployment)
- Procurement services and management of Original Equipment Manufacturers (OEMs), charger providers, Engineering Procurement



Construction (EPC) contractors, commercial real estate brokers, and developers

- Utility process, service upgrades, capacity integration analysis, and interconnection agreements
- The ability to lower demand charges (energy cost), promote battery health, and above all, protect route or operational needs
- Grid service program participation through Nuvve's AI-supported™ platform— lowering the total cost of electrification and supporting grid load balance through demand response and ancillary service programs (e.g., V2G, Connected Solutions)

Our turn-key solution combines industry expertise in bus fleet conversions and simple charging solutions, ensuring long-term success for you, your project, and your community.

Thank you for the opportunity to assist with Fresno EOC's fleet electrification.

If you have any questions, please do not hesitate to contact me at (773) 484-8060 or by email at mclancy@nuvve.com.

Sincerely,

Maggie Clancy

Maggie Clancy
EVP of Sales and Marketing
mclancy@nuvve.com
2488 Historic Decatur Road, Suite 200,
San Diego, CA 92106



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EXECUTIVE SUMMARY

Nuvve's response follows the requirements as outlined in the RFP. In addition, we have responded to the requested scope of work and an alternative proposal that best serves the interest of Fresno EOC. Where we have detailed information, please refer to our links or submitted material for additional support. Nuvve proposes a complete turn-key solution to replace an estimated 50 buses in phases and install a 1-megawatt on-site solar generation system and battery from which the energy will be used primarily for charging the electric bus fleet. Nuvve is also presenting an alternative scope of work that allows flexibility for EOC to partner with us as your dedicated consultant, which allows for further honing of the scope to create the optimal scenario for benefit cost.

Our turn-key solution includes a holistic plan, design, implementation strategy, financing, grant writing services, and project management, including engagement with the utility, Pacific Gas and Electric, contractors, and equipment suppliers.

Further, Nuvve is excited to partner with Fresno EOC to realize positive environmental impacts.

Estimated Environmental Impact After Full Conversion ^[1]
<ol style="list-style-type: none">1. Annual fossil fuel volume saved: 149,000 gallons2. CO₂ Emissions Reduced: 3,333,440 lbs CO₂3. GHG Emissions Reduced: 1,673 tons GHG<ul style="list-style-type: none">➤ Equivalent CO₂ reduction to planting 69,699 trees

[1] Based upon PG&E sustainability calculator and using route and usage data provided by Fresno EOC

SERVICE CAPABILITIES

Service Capabilities	Offered?
Fleet Planning	✓
EV Procurement	✓
EV Maintenance	✓
EVSE Procurement	✓
EVSE Maintenance	✓
Infrastructure Engineering, Planning, and Procurement	✓
Charge Management (Software)	✓
Energy Procurement [Electricity Provided]	✓
Grid Services (Demand Response/Ancillary Services)	✓
Cost, Routing, Energy, and Charge Optimization	✓
Grants, Incentives, and Subsidies Support or Inclusion	✓
LCFS and Other Carbon Credit Incentives	✓
Simplified Fee and 'Turn-key'	✓
<i>Other: Solar, Battery Energy Storage, and other BTM Implementation</i>	✓

COST AND SERVICES PARTNERSHIP PROPOSAL

Introduction

We are excited to offer this partnership proposal for your consideration. Full-site electrification alone can be a complex and burdensome process—even more so when adding on-site resiliency and solar generation—and that is why you need a partner with the capabilities to pull all the disparate elements together for a comprehensive plan that meets your needs with design, cost, simplicity, and timing.

In response to your transportation electrification RFP, Nuvve wants to give Fresno EOC flexibility in accounting for potential offsets (such as grants, carbon credit programs, etc.) while accommodating supply chain changes, the scope of work, and other variables which might impact project planning and cost.

We are willing to design an electrification partnership suited to your needs—should the proposal provided not meet Fresno EOC’s needs, we would gladly welcome the opportunity to offer an alternative arrangement.

You will find Nuvve’s partnership proposal in the following, which specifically addresses the stated requirements outlined in the RFP.

Background

Over the past 6 weeks, Nuvve has performed the following in support of the RFP response:

- ❖ Conducted an energy-needs assessment and modeling future load profile for site electrification optimization
- ❖ Detailed feasibility and design necessary for informed costing of the project
- ❖ Finalized an initial scope of work to support the full build of infrastructure
- ❖ Solicited bids through a request for proposals from existing construction and infrastructure partners
- ❖ Worked with dealer partners for fleet specification, quote, and further negotiation in the interest of Fresno EOC’s project

All proposed costs are subject to the final scope agreement, timing, contract approval, and award¹.

What’s Included

A large scale-project of this size has many requirements and deliverables. Nuvve/Levo has a full suite of services – some of which were not included in the proposal but can be provided upon request.

Simplified Electrification Partnership Services Included

- ✓ Full design, planning, consultation, and optimization of energy management on-premise
- ✓ Utility coordination for site upgrades and electrification planning support

¹ Subject to approval by Fresno EOC, Nuvve, and standard governance practices required respectively.

- ✓ EPC (Engineering, Procurement, Construction) and project management
- ✓ Procurement of all construction services behind-the-meter
- ✓ Procurement of all hardware, including EVSEs (electric vehicle supply equipment), electric vehicles (shuttles), on-site solar and battery energy storage system as specified in the RFP
- ✓ Systems integration for energy management and Nuvve's GIVe™ charge management platform with access to potential grid revenue programs (i.e., demand response and ancillary service programs). Each EVSE will come equipped with a 10-year license to the platform
- ✓ Standard limited warranties on hardware and equipment
- ✓ Grant, carbon credit, and subsidies offset program support

Electrification Partnership Services Not Included at this Time

- ✓ Financing²
 - ✓ Extended warranties on hardware or equipment
 - ✓ Repairs and maintenance outside of warranty on the infrastructure, EVSEs, or fleet vehicles
- If requested, Nuvve can provide the above services for additional consideration and negotiation.

Partnership Proposal Fee Structure

Fee Structure

Based upon the description of services under the RFP and the detailed scope of work in the following pages, Nuvve has prepared the following proposal and structure:

- ❖ Estimated project costs have been compiled for all facets of the defined scope of work but will be subject to final approval³ and other factors⁴. These costs have been broken into the following areas:
 - Vehicle Procurement
 - EVSE
 - Solar, Battery / Storage, and Civil Works (with 15% contingency)
 - Electrification Management Fee
- ❖ Increases in retail costs of Vehicle Procurement, EVSE, or Solar, Battery / Storage, and Civil Works will be borne by Fresno EOC with documentation and support provided by Nuvve
- ❖ Further, any additions, changes, or modifications to the scope of work that result in additional expenses or costs will be subject to the same cost coverage by Fresno EOC. Nuvve reserves the right to charge any administrative or change order fees as part of a change to the scope of work
- ❖ The Electrification Management Fee is Nuvve's consideration to oversee the full turn-key project, acting on behalf of Fresno EOC for all services and procurement thereof, development of all engineering and design, as well as to cover any travel and administrative costs as part of the

² Financing is available, but will require further documentation not yet available which is necessary for structuring and underwriting. Subject to credit risk review and approval

³ Subject to approval from both Nuvve and Fresno EOC

⁴ See "Further Considerations" under "Cost Proposal" section for factors—including but not limited to—which could change underlying project costs



project. The Electrification Management Fee will not be increased except without the express written consent of Fresno EOC

- ❖ Nuvve will act on behalf of Fresno EOC to unlock offsets and value through grant programs, grid service programs, carbon credit programs, and other programs which may be beneficial to reduce the total cost of the project (“Value Share Programs”)
 - Nuvve is proposing the following split for a net proceed receipts from these programs, which Nuvve does on behalf of Fresno EOC:
 - Grid Service Revenue Programs: Nuvve to receive 10%
 - Grant Rebate Programs: Nuvve to receive 5%
 - Grant Voucher Programs: Nuvve to receive 0%
 - Carbon Credit Programs: Nuvve to receive 15%
 - The Value Share Program split is based upon work effort, technology, and other requirements necessary for this value to be realized for the benefit of Fresno EOC and will be vital to reducing the total cost of the project

Fee Structure Considerations

- ❖ The fee structure in this proposal is intended to account for unforeseen factors which may impact total cost, timing, and project outcomes
- ❖ Nuvve wants the most transparent fee structure for Fresno EOC while accounting for risk to both Fresno EOC and Nuvve
- ❖ After the contract award to Nuvve, a final scope of work will be detailed, reviewed, and agreed upon by both parties, which may have an impact on total project costs
- ❖ All costs and agreements will be subject to full review and approval by Fresno EOC and Nuvve standard governance procedures
- ❖ Modifications to the services being provided under the proposal will have an impact on the total fees anticipated in the fee structure

Preliminary Scope of Work and Project Objectives

Scope Description ⁵	
In Scope	
❖	Phase One – Target implementation start of February 28 th , 2023
➤	Electric Vehicle Supply Equipment (“EVSE”) Deployment <ul style="list-style-type: none"> ▪ Design/Build services for the entire behind-the-meter (“BTM”) infrastructure to support all future EVSE deployments. ▪ 50 EVSE – 10/year for 5 years. <ul style="list-style-type: none"> • 36 Direct Current Fast Chargers (“DCFC”) – Nuvve RES HD60 Vehicle-2-Grid (“V2G”) bidirectional EVSE • 14 Level 2 Alternating Current Charger (“L2”) – Nuvve PowerPort 16.6kW • Full Site Survey • Private Locate of all underground Utilities. • Customer provided Soil Survey Constructability Assessment for solar installation. ▪ Coordination of Utility management for to-the-meter (TTM) services.
➤	Procurement and installation of 10 V2G EVSE. <ul style="list-style-type: none"> ▪ Setting, wiring, and commissioning of <ul style="list-style-type: none"> • 2 DCFC • 8 L2
➤	Solar Power System <ul style="list-style-type: none"> ▪ 1 MWP rated ▪ Located in the vacant lot west of the main structures. ▪ Bifurcated service to Fresno EOC Country Kitchen and future EV charging. <ul style="list-style-type: none"> • Offset 100% of Country Kitchen service. Meter #1008845834 • Offset minimum of 50% of future kWh needed for EV charging.
➤	Stationary Battery – Battery Energy Storage System (“BESS”) <ul style="list-style-type: none"> ▪ 1MW/1MWH combined total. <ul style="list-style-type: none"> • 500kW to Country kitchen. <ul style="list-style-type: none"> ◆ The site has an existing ATS. • 500kW to EV service.
➤	Adequate lighting will be installed at all charging station locations.
➤	Procure 10 Electric Shuttle Buses.
❖	Phase Two – Target implementation start of February 28 th , 2024
➤	Procure 10 Electric Shuttle Buses
➤	Procurement and installation of 10 V2G EVSE. <ul style="list-style-type: none"> ▪ Setting, wiring, and commissioning of <ul style="list-style-type: none"> • 6 DCFC • 4 L2
❖	Phase Three – Target implementation start of February 28 th , 2025
➤	Procure 10 Electric Shuttle Buses
➤	Procurement and installation of 10 V2G EVSE. <ul style="list-style-type: none"> ▪ Setting, wiring, and commissioning of

⁵ As of date of submittal, December 14th, 2022

<ul style="list-style-type: none"> • 8 DCFC • 2 L2 <ul style="list-style-type: none"> ❖ Phase Four – Target implementation start of February 28th, 2026 <ul style="list-style-type: none"> ➤ Procure 10 Electric Shuttle Buses ➤ Procurement and installation of 10 V2G EVSE. <ul style="list-style-type: none"> ▪ Setting, wiring, and commissioning of <ul style="list-style-type: none"> • 10 DCFC ❖ Phase Five – Target implementation February 28th, 2027 <ul style="list-style-type: none"> ➤ Procure 10 Electric Shuttle Buses ➤ Procurement and installation of 10 V2G EVSE. <ul style="list-style-type: none"> ▪ Setting, wiring, and commissioning of <ul style="list-style-type: none"> • 10 DCFC ❖ Additional Considerations <ul style="list-style-type: none"> ➤ If necessary, the contractor shall certify all personnel have successfully passed a criminal background check before assignment at Fresno EOC ➤ Contractor will manage any work necessary for Utility and AHJ permits. Associated costs will be itemized and passed through without markup. ❖ Charge Management System
Out of Scope
<p>Any task not included in the original project plan and does not contribute to the project's objective is out of scope.</p> <p>Baseline: Any request that fundamentally changes one of the four project baselines of Scope, Schedule, Cost, and Quality. Examples include, but are not limited to:</p> <ul style="list-style-type: none"> ❖ Integration of external energy networks into the Nuvve GIVE™ Platform ❖ Switch Yard/Electrical Substation, Primary Transformers by PG&E (install, connection, maintenance, upgrade, future expansion) ❖ Repair of any existing facilities infrastructure found during construction ❖ Work completed at any address other than specified in contract documents.
Verbal Requests / Consideration by Customer – Pending Final Agreement
<p>A separate line item was created for a request, not in the original RFP. Communicated verbally at job walk. Will provide separate itemization in the cost proposal for review.</p> <ul style="list-style-type: none"> ➤ Parking lot lower SE corner next to Conference Center with surrounding fence and gate. ➤ Solar canopies located near the Country Kitchen

Business Objectives
<p>To design a facility that will:</p> <ol style="list-style-type: none"> 1. Meet the needs of Fresno EOC fleet electrification goals, 2. Accomplish Fresno EOC objectives of integrating electric vehicles into its fleet while simultaneously capitalizing on the energy storage capabilities of those vehicles to support the electric grid, and 3. Achieve an attractive economic outcome for all parties involved.

Project Deliverables
<ol style="list-style-type: none"> 1. V2G/BESS/Solar exporting infrastructure managed by the Nuvve GIVE™ platform enabling Fresno EOC to participate in revenue-generating grid services if applicable.



2. 1MWP Solar System
3. 1MW/1MWH Battery Energy Storage System - BESS
4. Procurement services for approximately 50 vehicles over a 5-6 year phased implementation.

Estimated Environmental Impact After Full Conversion ⁶
<ol style="list-style-type: none">4. Annual fossil fuel volume saved: 149,000 gallons5. CO₂ Emissions Reduced: 3,333,440 lbs CO₂6. GHG Emissions Reduced: 1,673 tons GHG➤ Equivalent CO₂ reduction to planting 69,699 trees

⁶ Based upon PG&E sustainability calculator and using route and usage data provided by Fresno EOC

Cost Proposal – Estimated Project Costs Pricing Sheet

Direct Expected Costs⁷

Summary - estimated project costs (all phases) - in scope	Units	\$/unit	Total
Vehicle Procurement			
Shuttle buses (EV)	50	\$333,000	\$16,650,000
Sub-total			\$16,650,000
EVSE			
L2 AC chargers	14	\$4,500	\$63,000
L3 DCFC	36	\$49,000	\$1,764,000
EVSE commissioning	50	\$520	\$26,000
Sub-total			\$1,853,000
Solar, Battery / Storage and Civil Works			
Total base infrastructure procure, build	1	\$6,100,000	\$6,100,000
Construction contingency (@15%)	1	\$915,000	\$915,000
Sub-total			\$7,015,000
Sub-total capitalized costs			\$25,518,000
Electrification Management Fee			\$2,235,752
Total estimated project costs in scope			\$27,753,752
EXPANDED/ALTERNATE: Pending final confirmation on scope items			
Parking lot 26,000SF 4" asphalt, 500 LF of fence, two gates	1	\$366,000	\$366,000
Solar canopy - busport middle (88.2kW)	1	\$167,000	\$167,000
Solar canopy - busport south (176.4kW)	1	\$333,400	\$333,400
Sub-total - additional out of scope items requested			\$866,400
Total estimated project costs in with expanded scope			\$28,620,152

Potential Offsets and Value Share Programs⁸

Additional Value Share Programs split - net income generated	Nuvve %	Fresno EOC%	Total %
Grid Service Revenue / Demand Response or Ancillary Service Program	10%	90%	100%
Grants - Rebate Programs (e.g. CEC, Carl Moyer)	5%	95%	100%
Grants - Voucher Programs (e.g. HVIP)	0%	100%	100%
Carbon Credits (e.g. LCFS)	15%	85%	100%

⁷ As of date of submission December 14th, 2022. Assumes procurement of goods and services immediately to support project scope. Excludes any applicable taxes and customary exclusions. Vehicle Procurement unit retail estimates based upon feedback from Fresno EOC and

⁸ Split of revenue share, grant award, or other monies net of expenses. For clarification, no labor will be considered as part of expenses



Cost Proposal – Scenario Impact of Grants and Other Value Share Support [Example]⁹

Summary - estimated project costs (all phases) - in scope	Units	\$/unit	Total
Vehicle Procurement			
Shuttle buses (EV)	50	\$333,000	\$16,650,000
Sub-total			\$16,650,000
EVSE			
L2 AC chargers	14	\$4,500	\$63,000
L3 DCFC	36	\$49,000	\$1,764,000
EVSE commissioning	50	\$520	\$26,000
Sub-total			\$1,853,000
Solar, Battery / Storage and Civil Works			
Total base infrastructure procure, build	1	\$6,100,000	\$6,100,000
Construction contingency (@15%)	1	\$915,000	\$915,000
Sub-total			\$7,015,000
Sub-total capitalized costs			\$25,518,000
Electrification Management Fee			\$2,235,752
Total estimated project costs in scope before value share			\$27,753,752
Value Share Programs / Offset Improvements			Total
Carl Moyer - CARB grant (50-65% of BTM infrastructure)			(\$6,200,172)
Nuvve value share [grant - rebate program]			(\$310,009)
Sub-total to Fresno EOC			(\$5,890,163)
HVIP - vehicle voucher grant program	50	(\$60,000)	(\$3,000,000)
Nuvve value share [grant - voucher program]			\$0
Sub-total to Fresno EOC			(\$3,000,000)
Total estimated project costs in scope with Value Share Program offsets			\$18,863,589

Offsets to Total Cost and Value Share

- ✓ As part of the partnership, Nuvve will advise, apply, and administer participation in grant programs—which could be beneficial to supporting Fresno EOC’s full-site electrification
- ✓ Further, Nuvve will oversee and support the administration of Fresno EOC’s participation in carbon credit programs, grid service programs, and any other potential offset or subsidy programs that the customer desires – we have dedicated resources specifically to support
- ✓ Any program participation or offsets are strictly at the discretion and request of the customer – Nuvve can and will advise of the opportunities available, but Fresno EOC will not be under any obligation to utilize the value share offered in this proposal
- ✓ Participation in several of these programs may impact timing and scope. Therefore, as the fleet electrification partner, Nuvve will need to be included in project planning. Changes to the scope of work or schedule (once finalized) will need to be approved by both Nuvve and Fresno EOC

⁹ Nuvve cannot guarantee award of grant monies and upside. This is an indicative view based upon previous and current available offset programs.



Cost Proposal—Customary Exclusions, Further Considerations, and Payment Terms

Customary Exclusions

The following list of customary exclusions is not in the estimated project cost proposal:

Encroachment & ROW Permits
Public ROW Traffic Control plans
All permit fees will be passed through to the client with no markup
Water extraction from trenches or water damage per weather or ground-level saturation
Excavation of hard compacted soil/rock, which requires the use of a breaker
Excavation by hand under utility lines within a trench
Damages per line within 18 inches of subgrade
Removal and disposal of underground obstructions, i.e., abandoned utility lines, concrete, asphalt
Damages per unmarked utilities
Hazardous waste material handling or removal
Bonds
Utility work, including any to-the-meter (“TTM”) costs
Tax
Overtime and/or after-hours/night work
Additional material and labor to meet special methane zone requirements
Ethernet/data communication conduits and/or wire/cable per missing information
Relocation or removal of existing building systems or materials encountered in construction not previously identified.
Internet Connectivity of EV Chargers
Force Majeure

Further Considerations

Several factors could impact final project costs. Therefore, Nuvve has proposed a fully transparent, defined “cost-plus” model for Fresno EOC above the predefined cost estimate thresholds. While Nuvve does not anticipate a material deviation from the estimated project pricing, the following factors can impact estimated pricing and timing:

- ❖ Timing across the five to six-year expected project horizon
- ❖ Grant program requirements and compliance
- ❖ Changes to specifications of the solar array, BESS, EVSE, or vehicles
- ❖ Impacts on the project plan due to utility support or direction
- ❖ Change to the scope of work directed by the customer
- ❖ Changes in technology and manufacturing impacting procurement costs

Subject to Board Approval

- ❖ The terms of any binding agreement to be executed by Nuvve in connection with this proposal are subject to approval by its Board of Directors in compliance with its internal policies and signature authority authorization limits.



Assignment rights/Change in control

- ❖ Assignment; Change of Control. Nuvve may assign or transfer any of its rights and obligations under the proposal or related contract to a purchaser of all or substantially all of Nuvve's assets or business, or to a successor entity resulting from any merger, reorganization or change of control of Nuvve, and in such case, Nuvve shall promptly provide written notice of such assignment or transfer.

Payment Terms

General Payment Terms

- ❖ 30 days from the date of invoice from Nuvve to Fresno EOC
- ❖ Prepayment catch-all Nuvve reserves the right to require advance payment in connection with any out-of-pocket payment obligation or issuance of any binding purchase order by Contractor in excess of \$10,000 in the aggregate to any single vendor

Vehicle Procurement Payment Terms

- ❖ Payment is to be made before submission of a binding purchase order to a dealer or OEM
- ❖ Changes to specification which result in a cost increase to the acquisition price of a vehicle are to be paid before submission of a binding change order to an existing purchase order to a dealer or OEM

EVSE Payment Terms

- ❖ 30 days from the date of invoice from Nuvve to Fresno EOC

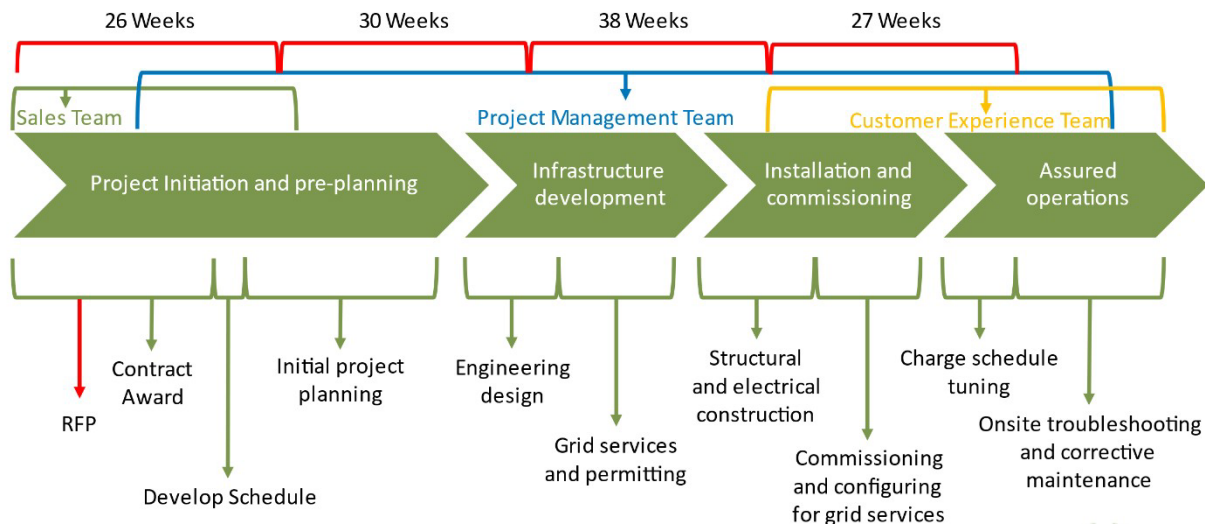
Electrification Management Fee & Solar / Battery Storage and Civil Works

- ❖ Pending further discussion and final approval of the scope of work

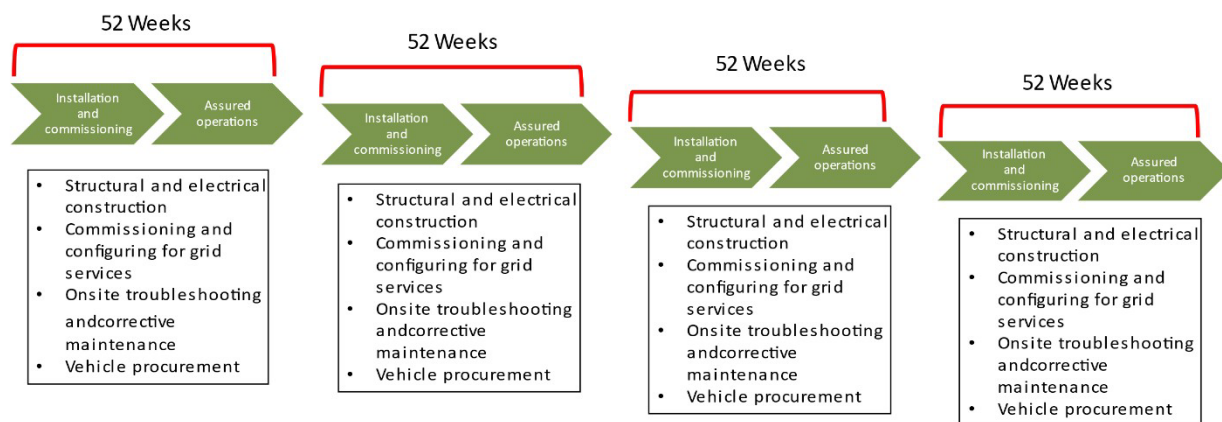


Initial Project Timeline and Phasing¹⁰

Phase 1: Project Implementation



Phases 2-5



¹⁰ Presented for demonstration purposes and subject to final scope of work approval, utility service upgrades, and underlying supplier lead times

Initial Project Timeline and Phasing – Initial Detail Post-Final Scope Agreement for Infrastructure¹¹

RFP	30 days	11/1/2022	12/15/2022
<input type="checkbox"/> Fresno Phase 1	355 days	4/3/2023	8/9/2024
<input type="checkbox"/> Planning	145 days	4/3/2023	10/20/2023
<input type="checkbox"/> Develop Schedule	5 days	4/3/2023	4/7/2023
Milestone Identification	1 week	4/3/2023	4/7/2023
Create Schedule	1 week	4/3/2023	4/7/2023
Project Management Plans	2 weeks	4/10/2023	4/21/2023
<input type="checkbox"/> Engineering	130 days	4/24/2023	10/20/2023
Land survey	4 weeks	4/24/2023	5/19/2023
CD-30 (Prelim site plan)	2 weeks	5/22/2023	6/2/2023
CD-50	4 weeks	6/5/2023	6/30/2023
Switchgear	16 weeks	7/3/2023	10/20/2023
CD-90	4 weeks	7/3/2023	7/28/2023
CD-100	4 weeks	7/31/2023	8/25/2023
Permit Set	8 weeks	8/28/2023	10/20/2023
<input type="checkbox"/> Material Procurement	250 days	7/31/2023	7/12/2024
Solar Canopy	1 month	7/31/2023	8/25/2023
BESS	34 weeks	7/31/2023	3/22/2024
Solar Panels	50 days	7/31/2023	10/6/2023
Switchgear	38 weeks	10/23/2023	7/12/2024
<input type="checkbox"/> Execution	130 days	2/12/2024	8/9/2024
<input type="checkbox"/> Construction	130 days	2/12/2024	8/9/2024
Civil	8 weeks	2/12/2024	4/5/2024
Electrical	6 weeks	4/8/2024	5/17/2024
Solar	12 weeks	4/8/2024	6/28/2024
BESS	1 week	7/1/2024	7/5/2024
EVSE set	1 week	7/8/2024	7/12/2024
Switchgear set	1 day	7/15/2024	7/15/2024
Commissioning	4 weeks	7/15/2024	8/9/2024
Interconnection	8 weeks	6/17/2024	8/9/2024
Closeout	20 days	8/12/2024	9/6/2024

¹¹ Subject to final scope agreement and acceptance. Indicative timing for demonstration purposes of major elements of the site construction and energization

Fitment Specifications of Vehicles Included in Proposal

Vehicle Fitment and Specifications

SPECIFICATION SUMMARY

Aluminized Steel Cage Construction
Aluminized Exterior Skins - Pressure Laminated Body Construction
One Piece FRP Roof Assembly
36" Electric Entry Door
Ergonomic Driver Control Panel with Quick Disconnect
Driver Side Running Board
Remote control & heated Exterior Mirrors
Flat Floor interior
Dual Entry Grab Rails
Aluminized Steel Sub-structure
Integrated Track Seating System
120kWh battery pack system (Lightning eMotors)

5 YEAR / 100,000 Mile Limited Body Warranty

Fully Insulated Body Assembly Process
ALL LED Exterior Lighting
Number, function, and color coded wiring
Braun Century W/C Lift located in the rear

96" Body Width
Seating: Vinyl upholstery, Grab Handles, USB's, aisle arm rests
ISO 9001:2008 Quality Manufacturing Process

Back Up Alarm, Anti-ride Rear Bumper
Front Mud Flaps

Stanchion and Modesty Panel Behind Driver, with Plexiglass
Meets All Applicable FMVSS Requirements in Effect at time of Manufacture
Std Warranty on Batteries and Powertrain from Lightning is 5 yr - 60,000 mile

PUBLISHED OPTIONS

- 6 Freedman Foldaway Seat (double)
- 12 Credit for seat delete
- 1 Freedman Sport Drivers Seat (credit) (in lieu of USSC G2E drivers seat)
- 1 Raised Flat Floor - (3 Step Entry)
- 4 Additional Mobility Aid position 8100's (w/tie downs)
- 2 Q Straint Deluxe (8100) credit per set of 4
- 1 Mor-RYD Suspension
- 1 Roof Vent
- 1 Rear Backup Camera and Monitor
- 1 Delivery Zone 3

NON PUBLISHED OPTIONS

- 1 Include AM FM Radio
- 0.1 Driver Training/Mechanic On Site Training
- 0.1 LSOBD Diagnostic Tool
- 1 Q-Straint Q-3009 Walker Securemnet system
- 1 REI HD-1200, 5-Camera System system, 2TB, Event Marker, GPS
- 1 Lightning extended warranty of 7 Year - 100,000

20



21



CAPABILITIES & SERVICES

Nuvve combines the world's most advanced V2G technology and an ecosystem of electrification partners to dynamically manage power among electric EV batteries and the grid to deliver new value to EV owners, accelerate EV adoption, and support the world's transition to clean energy. By transforming EVs into mobile energy storage assets and networking battery capacity to support shifting energy needs, Nuvve is making the grid more resilient, enhancing sustainable transportation, and supporting energy equity in an electrified world.



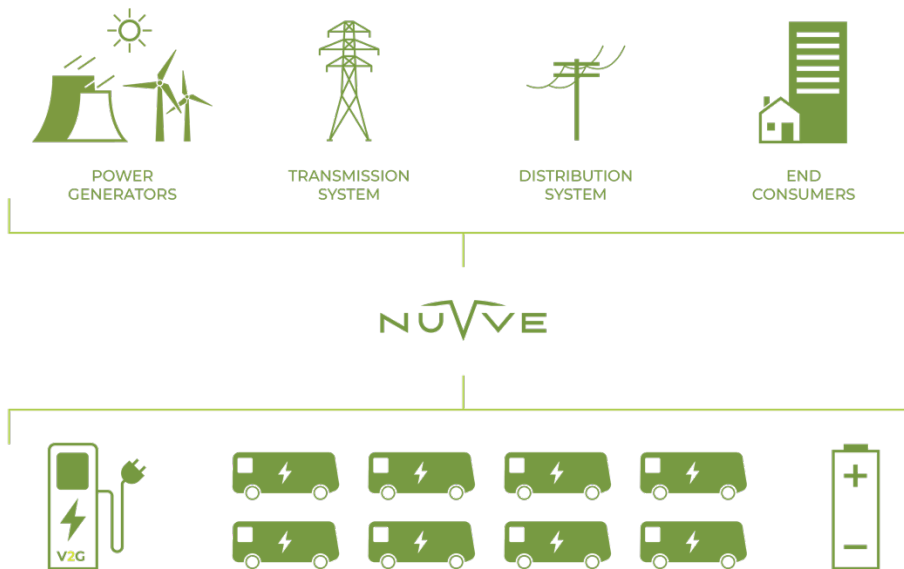
The World's Most Advanced V2G Technology

Nuvve holds a patent portfolio for V2G technology after more than 25 years of R&D development. Nuvve's V2G concept was first developed by Nuvve's co-founder, Professor Willett Kempton, at the University of Delaware to harness offshore wind energy. Since its founding in 2010, Nuvve has successfully deployed V2G projects on five continents, has more than 11 years of experience working with EV manufacturers, EVSE manufacturers, utilities, and energy markets, and has the longest-running commercial V2G deployment of 5+ years with multiple customers in Denmark.

What is V2G?

Nuvve's V2G platform allows EVs to store and discharge energy while prioritizing charging needed for driving duties. Our system can store energy, including renewable energy such as solar and wind, and combine stored energy from multiple EVs to create virtual power plants (VPPs). The VPPs can then use the stored energy to perform services that help make the electric grid more resilient or sell unused energy back to the grid when needed most. In addition, Nuvve works closely with utility companies to meet all interconnection standards and can earn revenue for grid services. This allows us to offer competitively-priced charging solutions that lower the total cost of ownership for EV owners.





Nuvve manages your EV fleet charging needs and works closely **with utilities** to provide grid services or added power capacity when needed most. This helps create benefits for EV owners, and utilities.

Complete Charging Solutions

Nuvve works with multiple EVSE manufacturers to integrate its software platform to enable intelligent energy management for EV fleets. From smart charging/V1G to advanced bidirectional V2G capabilities, Nuvve offers solutions to fit the size and scope of our customers' needs.

The current list of Nuvve EVSE offerings for fleets includes:

Nuvve AC Single Phase PowerPort – US, Canada

Nuvve AC Three Phase PowerPort – US, Canada

Nuvve DCFC RES-HD60-V2G – US, Canada

Nuvve DCFC RES-HD125-V2G – US, Canada

To download the latest spec sheets, please visit <https://nuvve.com/chargers/>.



Nuvve DCFC 60kW PCS and dispenser



Nuvve AC PowerPort

NUVVE

Product Quality and Customer Satisfaction

Nuvve's products are on approved vendor lists for many states and utilities, allowing us to offer rebates and incentives related to charging infrastructure for customers.

Nuvve utilizes KPI measurement standards, weekly quality control meetings, and customer service metrics to meet our client's needs. For example, here are some quotes from our school bus fleet customers:

"Electric is where schools need to go, even if there is fear of the unknown. I've started to build a community with other school districts where we can learn from each other and rely on experts like Nuvve. We all must do our part to reduce CO2 emissions and achieve a better carbon footprint. It's the right thing to do for our students and our community." – *Cristian Lepe, Transportation Coordinator, Mt. Diablo Unified School District*

"We're excited to be working with Nuvve because they were an early advocate for school bus electrification and worked hard to find solutions to problems that no one had addressed before." – *Tysen Brodewolf, Director of Transportation, Cajon Valley Union School District*

"Nuvve has given the district tremendous support and is passionate about its V2G technology and its success. We're happy to be blazing a new trail together and leveraging V2G to positively impact our district's students, community, and environment." – *Scott Buxbaum, Assistant Superintendent, Cajon Valley Union School District*

Read more customer experiences from around the world on our website:
<https://nuvve.com/customer-stories/>.

Fleet Management Tools

FleetBox allows Nuvve customers to monitor and control their electric vehicle fleets intelligently. Fleet operators and managers can see charge levels for each vehicle in their fleet, schedule trips to guarantee charge levels for a day's driving duties, and trigger emergency charges. The web portal also provides the capability to view and generate reports about a fleet's charging history. In addition, each dashboard can be customized to specific fleet monitoring needs.





See a demo of FleetBox at the following links:

- [FleetBox Mobile App Demo](#)
- [FleetBox Web Portal Demo](#)

Project Management

Nuvve has a dedicated operations team based in San Diego dispatched around North America to oversee customer infrastructure projects. From estimating costs and planning site upgrades to working closely with utilities for interconnection applications, our team works closely with our customers to ensure Nuvve charging solutions are implemented smoothly.

Here are a few photos of recent DC and AC deployments in North America:



Marketing Support

Nuvve's customers benefit from marketing activities including but not limited to: co-branded educational content for sales teams and distribution channels, advertising in targeted media outlets such as School Transportation News, blog posts, social media posts (LinkedIn and Twitter), and monthly emails promoting customers and their businesses. Additionally, Nuvve puts out a regular cadence of press releases to share updates regarding



partnerships, new product offerings, customer wins, and more. Nuvve's marketing team will work with Fresno EOC to promote our work together through press releases, press events, or customer events, as agreed upon by both parties.

EXPERIENCE

Since 2010, Nuvve has partnered with leaders in the V2G space to test, prove, and deploy our platform globally. To see recent press articles outlining partnerships, customer deployments, and product announcements, please visit our Press page at: <https://nuvve.com/press/>. To learn about V2G projects worldwide, please visit <https://nuvve.com/projects/>.



REFERENCES

The following school bus fleet electrification projects have been deployed with Levo and Nuvve. References below the projects highlighted are just a sample set. A full list of projects can be provided upon request.



Troy Community Consolidated School District 30-C

PLAINFIELD, IL

Troy Community Consolidated School District 30-C selected **Levo** as their turn-key fleet electrification partner to convert 64 buses and provide additional EVSEs for their employees. Troy remains committed to fully electrifying its fleet and worked with **Levo** to design a plan that enables them to pilot two buses while building out the necessary infrastructure to support their future electric vehicles. While the pilot is still in progress, Troy remains committed to completing its full fleet electrification mission.

For more information, please see Troy's announcement: [here](#).

Benjamin Hettel; Superintendent

bhettel@troy30-c.org/815-577-6760



NUVVE



Cajon Valley Union School District (CVUSD)

EL CAJON, CA

CVUSD partnered with Nuvve to become the first school district in the US to have a V2G project come online following the US Department of Energy's (DOE) [vehicle-to-everything \(V2X\) initiative](#) announced in April 2022. In addition, as part of a five-year pilot with San Diego Gas & Electric (SDG&E), CVUSD recently celebrated successfully discharging energy back to the grid with Nuvve's patented V2G technology. Through our partnership with CVUSD and SDG&E, we continue to make meaningful progress on our shared mission for a sustainable and long-term fleet electrification solution.

Read more about Cajon Valley Union School District and its partnership with Nuvve [here](#).

Contact:

Scott Buxbaum; Superintendent
buxbaums@cajonvalley.net/619-588-3060

San Diego Unified School District (SDUSD)

SAN DIEGO, CA

SDUSD is the second largest district in California and is expanding its fleet to EV buses. They acquired 13 Type D vehicles (Blue Bird and IC buses) that needed charging solutions. Nuvve provided a mix of Level 2 AC charging and V2G DCFC stations. Costs for infrastructure were paid through rebates and incentives with the local utility, San Diego Gas & Electric (SDG&E). The site is currently under construction, installing three more DCFCs, managed by Nuvve's operations team. Due to the smooth process, SDUSD has experienced with their fleet electrification project, they recently asked us to perform additional site upgrades for 10 additional charging stations.

Contact:

Gene Robison; Transportation Director
grobinson@sandi.net/858.496.8710



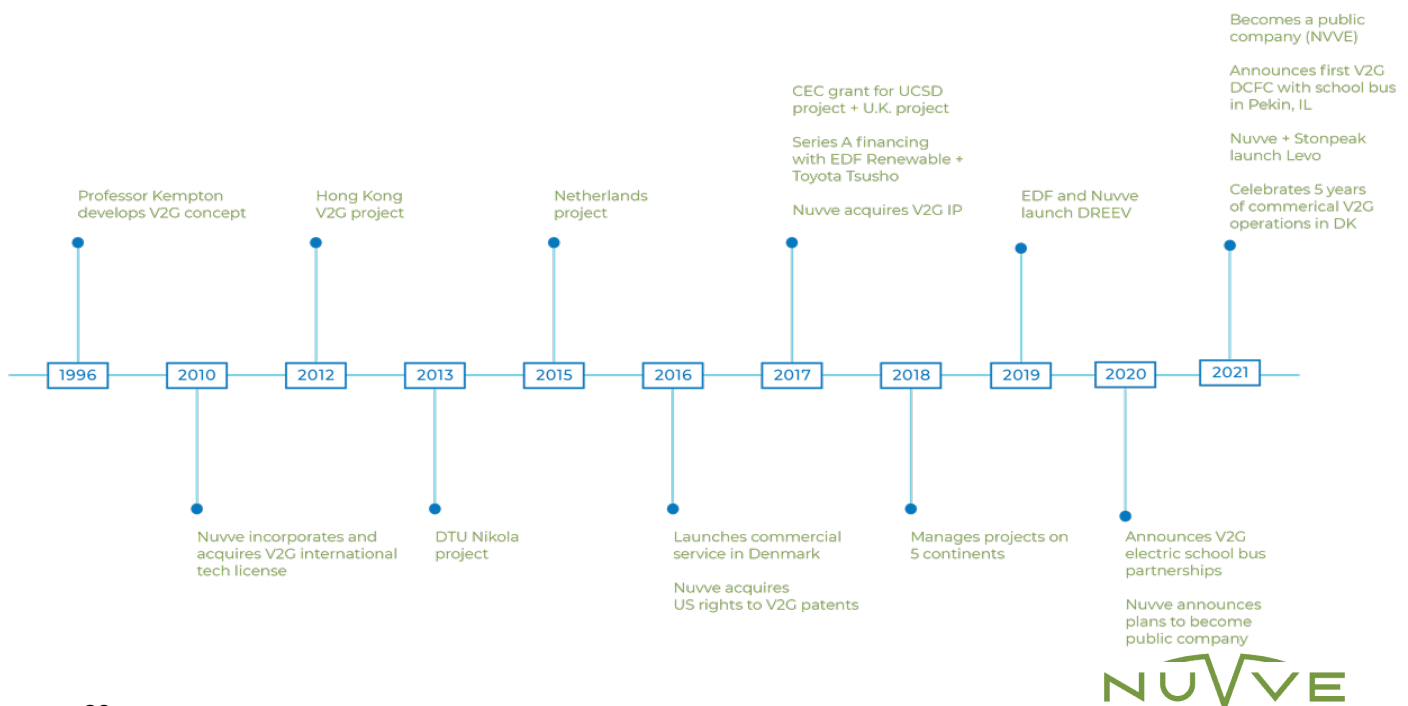
ABOUT NUVVE

Nuvve's turn-key intelligent energy management solutions for electric vehicle (EV) charging. Nuvve offers both DC fast charging and AC infrastructure integrated with Nuvve's proven GIVe (Grid Integrated Vehicle) software, fleet management tools, site infrastructure planning and project management, and expert guidance throughout the fleet electrification process. By leveraging Nuvve's industry-leading vehicle-to-grid (V2G) platform, customers will increase the utilization of their EVs by allowing them to store and discharge energy when parked and plugged in, realize cost savings by charging when utility rates are low, and offer grid services that help stabilize the grid and prevent blackouts (where applicable). Furthermore, Nuvve guarantees charge levels for a fleet's daily driving duties and always works with EV battery limits. In addition, Nuvve can offer flexible financing options through its affiliates, such as Levo.

Nuvve is a publicly traded company (Nasdaq: NVVE) leading the electrification of the planet, beginning with transportation, through its intelligent energy platform. Since its founding in 2010, Nuvve has successfully deployed V2G on five continents and offers turn-key electrification solutions for fleets of all types. Nuvve is headquartered in San Diego, California, with offices in Newark, Delaware, London, U.K., and Copenhagen, Denmark, and can be found online at nuvve.com.

Levo Mobility LLC is a joint venture between vehicle-to-grid (V2G) cleantech pioneer Nuvve Holding Corp. (Nuvve) and Stonepeak Infrastructure Partners (Stonepeak) and is owned by Nuvve.

HISTORY





Attachments

IDENTIFICATION SHEET

LICENSING FORM

PROOF OF INSURANCE

W9 NUVVE HOLDING CORP.

W9 LEVO MOBILITY LLC.

REFERENCE FORM

DIVERSITY CERTIFICATION

EXHIBIT A "SAMPLE CONTRACT" CONTRACT SERVICES AGREEMENT

SIGNATURE PAGE



SECTION 5 - SUBMISSION FORMS

**1. IDENTIFICATION SHEET
RESPONDENT TO COMPLETE AND RETURN WITH PROPOSAL**

Type or print the following information:

Maggie Clancy will act as main contact for RFP Purposes. Please see her Identification information below. Gregory Poilasne is CEO of Nuvve and is Signatorie.

Company: Nuvve Holding Corp.Address: 2488 Historic Deratur Rd. Ste 200City San DiegoState Cal. CorniaZip 92106-6131Name: Maggie ClancyTitle: E-mail: Mclancy@LevoMobility.com / Chief Commercial OfficerTelephone: 773-484-8060 Fax: Please email or callYears in business: 12Number of employees: 58Name of Insurance carriers: Means Finacial and Insurance Services, Inc.
(Please see "Certificate of Liability Insurance" for carriers and policy numbers.)Public Liability: ADP Total Source DE, IV, Inc. Expires: 11/7/2023Workers' Compensation: ADP Total Source DE, IV, INC WC 058450210 NY

2. LICENSING**RESPONDENT TO COMPLETE AND RETURN WITH PROPOSAL**

By submission of a proposal, Proposer attests to having possession of a duly issued valid business license issued by the State of California. Such license authorizes a proposer to contract to perform type of work required by the specifications. Should the Proposer fail to provide below, the number and classification of Proposer's State of California License, Private Patrol Permit from the City of Fresno, Fresno Economic Opportunities Commission (EOC) may reject this proposal.

CONTRACTOR: Nuvve Holding Corp.

BY: Gregory Poilasne

TITLE Chief Executive officer

MAILING ADDRESS: 2488 Historic Decatur Rd Ste 200

San Diego California 92106-6131
City State Zip

TELEPHONE NUMBER: 773-484-8060

STATE OF CALIFORNIA LICENSE NO.: B2022001888 PIN: WJDL6

(Private Patrol Operators License): _____

Private Patrol Permit (City of Fresno): _____

DocuSigned by:

Gregory Poilasne

94D74E28812040C...

12/14/2022

Contractor's Signature

Date

POST IN CONSPICUOUS PLACE OR KEEP ON PERSON

CITY OF SAN DIEGO * CERTIFICATE OF PAYMENT OF BUSINESS TAX

NUVVE HOLDING CORP
2488 HISTORIC DECATUR RD #200
SAN DIEGO CA 92106-6134

Certificate Number: B2022001888

Business Name: NUVVE HOLDING CORP
Business Owner: NUVVE HOLDING CORP
Business Address: 2488 HISTORIC DECATUR RD #200
SAN DIEGO CA 92106-6134

Primary
Business Activity: OTHER PERSONAL SERVICES

Secondary
Business Activity:

Effective Date: 04/01/2022
Expiration Date: 03/31/2023

PLEASE NOTIFY THE CITY TREASURER'S OFFICE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS – PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

BUSINESS FILE COPY

CITY OF SAN DIEGO
CERTIFICATE OF PAYMENT OF BUSINESS TAX
PO BOX 122289, SAN DIEGO, CA 92112-2289
1200 3RD AVENUE, MS 51T, SAN DIEGO, CA 92101
(619) 615-1500; FAX (619) 533-3272
www.sandiego.gov/treasurer

Certificate Number: B2022001888 PIN: WJDLG

Business Name: NUVVE HOLDING CORP
Business Owner: NUVVE HOLDING CORP
Business Address: 2488 HISTORIC DECATUR RD #200
SAN DIEGO CA 92106-6134

Primary
Business Activity: OTHER PERSONAL SERVICES

Secondary
Business Activity:

Effective Date: 04/01/2022
Expiration Date: 03/31/2023

Mailing Address: NUVVE HOLDING CORP
2488 HISTORIC DECATUR RD #200
SAN DIEGO CA 92106-6134



NUVVE HOLDING CORP
2488 HISTORIC DECATUR RD STE 200
SAN DIEGO, CA 92106-6134



000197

This certificate acknowledges payment of business taxes pursuant to the San Diego Municipal Code. This is not a License to do business within the City of San Diego in violation of any section of the Municipal Code or regulation adopted by the City Council including, but not limited to: Zoning restrictions; Land Use specifications as defined in Planned Districts, Redevelopment areas, Historical Districts, or Revitalization areas; Business Tax Regulations; Police Department Regulations; and Fire, Health or Sanitation Permits and Regulations.

This document is issued without verification that the payer is subject to or exempt from licensing by the State of California.

Payment of the required tax at the time or times due is for the term and purpose stated and is pursuant to City Ordinance. Please refer to delinquency information under "Notice".

NOTICE: It is the responsibility of the certificate holder to renew this certificate of payment of business tax within the proper time limits. Failure to do so, even if you have not received a renewal notice, will result in the assessment of a penalty. Please note your expiration date on this certificate above. The certificate holder is requested to notify the City Treasurer's Office upon sale or closure of the business, change of location, or change of business activity.

The tax or fees collected are **Not Refundable** unless collected as a direct result of an error by the City of San Diego.

This certificate is NOT transferable for a change in business ownership.

See reverse side.

NUVVHOL-01

MHANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services Inc. 9855 Scranton Road Suite 100 San Diego, CA 92121	CONTACT NAME: Mildred Hance PHONE (A/C, No, Ext): FAX (A/C No): E-MAIL ADDRESS: mildred.hance@hubinternational.com INSURER(S) AFFORDING COVERAGE INSURER A: Colony Insurance Company NAC # 39993 INSURER B: California Automobile Insurance Company 38342 INSURER C: Great American Excess & Surplus 37532 INSURER D: Houston Casualty Company 42374 INSURER E: INSURER F:
INSURED Nuvve Holding Corporation 2488 Historic Decatur Rd, Suite 200 San Diego, CA 92106	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:



THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			103GL0211800-00	11/7/2022	11/7/2023	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Retro Date 11/7/2019						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 5,000
B	AUTOMOBILE LIABILITY			BA040000043253	3/20/2022	3/20/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$ Comp/Coll \$ 1,000
C	UMBRELLA LIAB <input type="checkbox"/> OCCUR			XSE908816	11/7/2022	11/7/2023	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000
	DED <input type="checkbox"/> RETENTION \$						Retro 11/7/2021 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Cyber/Privacy/Networ			H22NGP216399-00	6/24/2022	6/24/2023	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 For Proof of Coverage Only

CERTIFICATE HOLDER

CANCELLATION

Verification of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/09/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Marsh Affinity a division of Marsh USA Inc. PO Box 14404 Des Moines, IA 50306-9686	CONTACT NAME: Marsh Affinity PHONE (A/C, No, Ext): 800-743-8130 FAX (A/C, No): E-MAIL ADDRESS: ADPTotalSource@marsh.com																					
INSURED ADP TotalSource DE IV, Inc. 5800 Windward Parkway Alpharetta, GA 30005 U/C/F: Nuvve Holding Corp 2488 Historic Decatur Dr Ste 200 San Diego, CA 92106	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td>INSURER A:</td><td>New Hampshire Insurance Co.</td><td>23841</td></tr> <tr> <td>INSURER B:</td><td></td><td></td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	New Hampshire Insurance Co.	23841	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS										
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ \$										
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$										
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$										
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC 053450210 NY	07/01/2022	07/01/2023	<table border="1"> <thead> <tr> <th>PER STATUTE</th><th>OTH-ER</th></tr> </thead> <tbody> <tr> <td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr> <td>E.L. EACH ACCIDENT</td><td>\$ Unlimited</td></tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ Unlimited</td></tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td><td>\$ Unlimited</td></tr> </tbody> </table>	PER STATUTE	OTH-ER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	E.L. EACH ACCIDENT	\$ Unlimited	E.L. DISEASE - EA EMPLOYEE	\$ Unlimited	E.L. DISEASE - POLICY LIMIT	\$ Unlimited
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E.L. DISEASE - POLICY LIMIT	\$ Unlimited																

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All worksite employees working for Nuvve Holding Corp paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. As per Written Contract

CERTIFICATE HOLDER

CANCELLATION

The New York State Office of General Services
 c/o: Bureau of Risk and Insurance Management (BRIM)
 32nd Floor, Corning Tower
 Empire State Plaza
 Albany, NY 12242

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jo Phillips

ACORD 25 (2016/03)

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

* Go to www.irs.gov/FormW9 for instructions and the latest information

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Nuvve Holding Corp.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) * _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) *	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 2488 Historic Decatur Road, Suite 200	Requester's name and address (optional)
6 City, state, and ZIP code San Diego, California 92106	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or Employer identification number								
8	6	-	1	6	1	7	0	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign	Signature of U.S. person	Date
	<i>David Robson</i> EEF366D9A9DE462...	1/10/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

3. REFERENCES**RESPONDENT TO COMPLETE AND RETURN WITH PROPOSAL**

SIMILAR CONTRACTS/RFPS PERFORMED: List below contracts under which the Proposer has provided similar services during the past three (3) years.

Proposer's financial stability, technical and support capabilities will be verified through reference checking, which may include site visits and contact with other clients or vendors.

FIRM NAME: Troy Community Consolidated School District 30-C
ADDRESS: 5800 Theodore Street Plainfield, IL 60586
PHONE NUMBER: 815-577-6760
CONTACT PERSON: Benjamin Hettel; Superintendent
DATE OF CONTRACT: February 2022 through _____

FIRM NAME: Cajon Valley Union School District
ADDRESS: 721 East Park Avenue EL Cajon, CA 92020
PHONE NUMBER: 619-588-3060
CONTACT PERSON: Scott Buxbaum; Superintendent
DATE OF CONTRACT: February 2021 through current / ongoing

FIRM NAME: San Diego Unified School District
ADDRESS: 4710 Cardin Street San Diego, CA 92111
PHONE NUMBER: 858-496-8710
CONTACT PERSON: Gene Robinson; Transportation Director
DATE OF CONTRACT: April 2022 through current / ongoing

4. FRESNO EOC DIVERSITY CERTIFICATION CHECK LIST RESPONDENT TO COMPLETE AND RETURN WITH PROPOSAL (OPTIONAL)

Please check the diversity code that best represents your company and sign below:

N/A Minority Business Enterprise (MBE)

To qualify as an MBE, the firm must be a for-profit enterprise, regardless of size, physically located in the United States or its trust territories, which is owned, operated, and controlled by minority group members. Ownership by minority individuals means the business is at least 51% owned by such individuals or, in the case of a publicly-owned business, at least 51% of the stock is owned by one or more such individuals. Further, those minority group members control the management and daily operations. Minority group members are defined as:

- Asian-Indian - A U.S. citizen whose origins are from India, Pakistan or Bangladesh.
- Asian-Pacific - A U.S. citizen whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas.
- African-American - A U.S. citizen having origins in any of the Black racial groups of Africa.
- Hispanic - A U.S. citizen of true-born Hispanic heritage, from any of the Spanish-speaking areas of Latin America or the following regions: Mexico, Central America, South America, and the Caribbean Basin, only.
- Native American - A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part. Native Americans must be documented members of a North American tribe, band or otherwise organized group of native people who are indigenous to the continental United States and proof can be provided through a Native American Blood Degree Certificate (i.e., tribal registry letter, tribal roll register number). To certify your business as an MBE, contact your local SBA office to register as a "Small Disadvantaged Business" or 8(a) corporation on SBA Pro-Net or visit the National Minority Supplier Development Council home page.
- US Pan Asian American Chamber of Commerce

N/A Women Business Enterprise (WBE)

To qualify as a WBE, the firm must be a for-profit enterprise, regardless of size, physically located in the United States or its trust territories, which is owned, operated, and controlled, by a woman or women members. Ownership by female individual's means the business is at least 51% owned by such individuals or, in the case of a publicly-owned business, at least 51% of the stock is owned by one or more such individuals. Further, the management and daily operations are controlled by the woman or women members. Woman-owned businesses can be certified in any of three ways:

- Register with the Women's Business Enterprise National Council
- Register with the National Women Business Owners Corporation
- Current state or municipal certifications clearly stating woman-owned status (subject to review)
- All individuals must have a net worth of less than \$750,000, excluding the equity of the business and primary residence.
- All applicants must also meet applicable size standards for small businesses in their industry. To become SDB certified, visit the SBA SDB home page.

___na___ Veteran-Owned Business (VOB)

Business must meet the requirements as a Small Business. It must be at least 51% owned and controlled by a U.S. Veteran or Veterans possessing a discharge other than dishonorable.

Veteran-owned business can be certified two ways:

- Register with SBA Veterans' Program
- Register with SBA Pro-net

___na___ Disabled Veteran-Owned Business (DVOB)

Business must meet the requirements as a Small Business. It must be at least 51% owned and controlled by a U.S. Veteran or Veterans possessing a discharge other than dishonorable. Disability may be any degree that was acquired or aggravated during active service.

___na___ Disadvantaged Business Enterprise (DBE)

Means an offer or that represents, as part of its offer, that it is a small business under the size standard applicable to the acquisition; and either: it has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B, and: no material change in disadvantaged ownership and control has occurred since its certification; where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and it is identified, on the date of its representation, as a certified small business concern in the Central Contractor Registration (CCR) database.

CONTRACTOR

Name: Nuvve Holding Corp

<hr/>	
<div>DocuSigned by:  <small>34074E26612040C...</small></div>	12/14/2022
Signature of Authorized Agent	Date
<hr/>	
Gregory Poilasne	

Printed Name and Title of Authorized Agent

E-mail address: gregory@nuvve.com

Phone Number: 619 456 5161

EXHIBIT A
"SAMPLE CONTRACT"
CONTRACT SERVICES AGREEMENT

THIS AGREEMENT is entered into at Fresno, California, effective _____, by and between the **FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION**, hereinafter referred to as "AGENCY", and _____ hereinafter referred to as "CONTRACTOR".

WITNESSETH THAT:

AGENCY and CONTRACTOR do mutually agree as follows:

1. The CONTRACTOR shall, in a satisfactory, proper, and timely manner as determined by the AGENCY. These services include the following:
 - a.
 - b.
 - c.
 - d.
2. CONTRACTOR shall commence performance of this Agreement on the _____ day of _____, 20____, and shall complete performance to the satisfaction of the AGENCY no later than _____.
3. CONTRACTOR shall maintain such records and accounts, including property, personnel, and financial records as deemed necessary by AGENCY or the Director of the AGENCY's funding source to assure a proper accounting for all project funds, both Federal and Non-Federal Shares. These records will be made available for audit purposes to the AGENCY, the funding source, the Comptroller General of the United States, or any authorized representative, and will be retained for three (3) years after the expiration of this Agreement unless written permission to destroy them is granted by the AGENCY and the funding source.
4. CONTRACTOR shall be paid for services rendered hereunder. It is expressly understood and agreed that in no event shall the total amount to be paid by the AGENCY to the CONTRACTOR under this Agreement exceed _____ for full and complete satisfactory performance.
5. The CONTRACTOR agrees to comply with all conditions governing grants required by the funding sources and/or by Federal and State regulations.

11. Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to AGENCY for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereof, shall be disposed of and administered, in order to protect the public interest.
12. CONTRACTOR agrees to comply with all Federal, State, and Local statutes and regulations concerning its employees, including but not limited to, prevailing wage standards imposed because of the program's funding source. All laborers and mechanics employed, if any, by contractors or subcontractors in the construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276-a-276a-5).
13. CONTRACTOR warrants that no person or entity has been employed or retained to solicit or secure this Agreement in consideration for a commission, parentage, brokerage, or contingent fee. For breach or violation of this warrant, AGENCY shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the CONTRACTOR's compensation, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
14. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment in the performance of this Agreement because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical disability (cancer), age (over 40), marital status and denial of family care leave. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion, or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
15. No person in the United States shall, on the ground of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), gender or sexual orientation, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement. The CONTRACTOR will comply with all statutes and regulations promulgated by the Federal Government, State Government, and Local Government Agency regarding such discrimination.

CONTRACTOR hereby certifies compliance with the following:

- (a) Federal Executive Order 11246, as amended by Executive Order 11375 relating to equal employment opportunity;
- (b) Title VI and Title VII of the Civil Rights Act of 1964, as amended;
- (c) Rehabilitation Act of 1973, as amended;
- (d) Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended;

18. CONTRACTOR or any Subcontractor assigned work under this Agreement who has fifty (50) or more employees and has an agreement of Fifty Thousand Dollars (\$50,000.00) or more shall be required to develop a written Affirmative Action Compliance Program. The written program is to follow the guidelines set forth in Title 41 CFR Section 60-1.40, Sections 60-2.10 through 60-2.32, Sections 60-250.1 through 60-250-33, and Sections 60-741.4 through 60-741.32.

CONTRACTOR or any Subcontractor with less than fifty (50) employees must comply with Section 202 of Part II of Executive Order 11246, as amended. CONTRACTOR shall ensure that Subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

19. None of the funds, materials, property, or services contributed by AGENCY or the CONTRACTOR under this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.
20. There shall be no religious worship, instruction, or proselytization as part of or in connection with the performance of this Agreement.
21. CONTRACTOR shall comply with all applicable laws, ordinances, and codes of the State and Local governments.
22. CONTRACTOR hereby certified under penalty of perjury that no more than one final unappealable finding of contempt of court, by a Federal Court, has been issued against CONTRACTOR within the immediately preceding two (2) year period because of CONTRACTOR's failure to comply with an order of a Federal Court which orders CONTRACTOR to comply with an order of the National Labor Relations Board.
23. CONTRACTOR shall make all financial, progress, and other reports as requested by AGENCY and will arrange for on-site inspections by AGENCY at its request.
24. CONTRACTOR is not an employee of AGENCY for any purpose whatsoever, but is an independent contractor. CONTRACTOR shall have sole control of the manner and means of performing under this Agreement. AGENCY shall not have the right to require CONTRACTOR to conform to any fixed or minimum number of hours devoted to performing the work or do anything else which would jeopardize the relationship of independent contractor between AGENCY and CONTRACTOR. All expenses and disbursements incurred by CONTRACTOR under this Agreement, unless specifically delineated as AGENCY's responsibility, shall be borne wholly and completely by CONTRACTOR, and AGENCY shall not be in any way responsible or liable therefor. CONTRACTOR does not have, nor shall hold itself out as having, any right, power, or authority to create any contract or obligation, either expressed or implied, on behalf of, in the name of, or binding upon AGENCY.
25. CONTRACTOR agrees to maintain a policy of liability insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000) to cover any negligent acts

shall be withheld from the payments to CONTRACTOR; neither State Disability Insurance nor State Unemployment Insurance shall be withheld or paid by AGENCY on account of CONTRACTOR and no Worker's Compensation Insurance has or will be obtained by AGENCY on account of CONTRACTOR for the task to be performed by CONTRACTOR or CONTRACTOR's employees.

By _____

By _____

Name: Emilia Reyes

Name: _____

Title: Chief Executive Officer

Title: _____

5. SIGNATURE PAGE

RESPONDENT TO COMPLETE AND RETURN WITH PROPOSAL

The undersigned, having carefully read and examined this RFP, and being familiar with (1) all the conditions applicable to the work for which this proposal is submitted; (2) with availability of the required equipment, materials and labor hereby agrees to provide everything necessary to complete the work for which this proposal is submitted in accordance with the proposal documents for the amounts quoted herein and further agrees that if this proposal is accepted, within five (5) days after the contract is presented for acceptance, will execute, and mail a signed contract to the Fresno Economic Opportunities Commission EOC (EOC).

This Signature/Authorization page must be in Section 1 of your Proposal.

DocuSigned by:

Gregory Poilasne

94D74E28812040C...

12/14/2022

Signature of Authorized Agent

Date

Gregory Poilasne, CEO



Appendix

GRANT ANALYSIS

NUVVE FLEET INFORMATIONAL PACKET

FLEET SERVICES

CHARGER SPECIFICATIONS

CHARGE MANAGEMENT SOFTWARE SPECIFICATIONS

FRESNO RFP (Original Copy)

FRESNO QUESTIONS & ANSWERS

Technical and Support Material



GRANT ANALYSIS and SERVICES

Nuvve offer's fundraising services customized to meet your needs starting with a needs analysis. Our goal is to ensure that Fresno EOC is optimally supported through the grant process from beginning to end. Grants are not guaranteed and are in the form of rebates. It is critical that Fresno EOC can justify funding the project without Grants and Rebates as a requirement per most California State Grants.

On the following page are 3 programs that are "best fits" for funding at the state level for Fresno EOC. The optimal program for infrastructure and chargers is at the air quality district as it will cover 65% of eligible cost including the charger and solar storage. This program is funded through Carl Moyer and can be found by clicking the link in program 2 below.

Services from Nuvve's Grant and Fundraising Team include the following:

Pre-Application – Grant sourcing and analysis

Application – Application project management

Post-Application – Monitoring of Grant Award but not management or administration.

Program:	Low Carbon Fuel Standard (LCFS)	Technology:	Type Hydrogen, Battery Electric, CNG/Low Nox
Funding:	Varies		
Program Description:			
The LCFS helps to decrease the carbon intensity of California's transportation fuel pool and provide an increasing range of low-carbon and renewable alternatives, which reduce petroleum dependency and achieve air quality benefits.			
Eligibility:			
See Certified Fuel Pathways: https://ww2.arb.ca.gov/resources/documents/lcfs-pathway-certified-carbon-intensities			
Private/Public	Private, Public	Contact:	Arpit Soni 916-323-2661 Arpit.Soni@arb.ca.gov
Fleet:		Website:	Visit Website
Infrastructure	Yes	Last	December 14, 2021
Funding:		Updated:	
HVIP	Yes ⓘ	Funding	
Stackability:		Availability:	
Scrappage:	Yes ⓘ		
Funding	Light duty, Medium/Heavy		
Stipulations:	Duty, N/A		
First Come First	Not Applicable		
Served:			
Energize	Yes		
Compatible:			
Equity	Not Applicable		



Organization(s):	CARB	Vehicle Types:	Off-Road, Truck, Bus
Program:	Carl Moyer – CARB	Technology:	Hydrogen, Battery Electric, CNG/Low Nox
Funding:	Varies		
Program Description:			
Provides incentive grants for on-road heavy duty trucks, school and transit buses, off-road construction, agricultural and cargo handling equipment, marine vessels, locomotives, portable engines and car scrap. Infrastructure projects are also eligible.			
Please note that this program is administered via local Air District. Accordingly, please look to your local Air District for more specific details and to apply.			
Eligibility:			
Available to public/private fleets; Must meet Moyer requirements			
Private/Public	Private, Public	Contact:	Adriana Smith
Fleet:			916.322.5450
Infrastructure	Yes		adriana.smith@arb.ca.gov
Funding:		Website:	Visit Website
HVIP	No ⓘ	Last	December 23, 2021
Stackability:		Updated:	
Scrappage:	Yes ⓘ	Funding	
Funding	N/A	Availability:	
Stipulations:			
First Come First Served:	Not Applicable		
EnergIZE	Yes		

Organization(s):	CARB	Vehicle Types:	Transit, School, Off-Road, Truck, Bus, Other Vehicle Type
Program:	VW Mitigation Trust	Technology:	Hydrogen, Battery Electric, CNG/Low Nox
Funding:	Up to \$1.5 million		
Program Description:			
Funding primarily for "scrap and replace" projects for the heavy-duty sector, such as freight trucks, buses, forklifts and port cargo handling equipment, commercial marine vessels, and freight switcher locomotives; also light-duty ZEV infrastructure. See website current funding availability.			
Eligibility:			
See website for details			
Private/Public	Private, Public	Contact:	Eric Brown
Fleet:			eric.brown@arb.ca.gov
Infrastructure	Yes		279.208.7477
Funding:		Website:	Visit Website
HVIP	No ⓘ	Last	August 5, 2022
Stackability:		Updated:	
Scrappage:	Yes ⓘ	Funding	
Funding	Medium/Heavy Duty	Availability:	
Stipulations:			
First Come First Served:	Not Applicable		
EnergIZE	Yes		
Compatible:			

Intelligently Electrify Your School Bus Fleet

WITH NUVVE, ELECTRIFYING YOUR FLEET IS
AFFORDABLE AND ACHIEVABLE





Turnkey Solutions

BRING CLEANER RIDES TO YOUR STUDENTS TODAY

We know that switching from diesel to electric is expensive and can feel complicated. That's why Nuvve offers a turnkey package and flexible financing options plus expert guidance through the process. We'll create a solution perfectly suited to your needs.

WE OFFER:

- ✓ **Competitive financing** options to help you make the switch now.
- ✓ A **turnkey solution** with high-powered charging stations including installation and maintenance, Nuvve's proprietary vehicle-to-grid (V2G) software, and a customer dashboard to manage your fleet.
- ✓ **Peace of mind** with guaranteed charge levels for your buses' daily driving duties.

FEATURES:



INTELLIGENT SOFTWARE

A secure, cloud-based, intelligent V2G platform that works behind the scenes for your fleet charging needs.



HIGH-POWERED CHARGING

Our powerful charging station options make sure your buses are ready to go when needed.



FLEET MANAGEMENT

Drivers and fleet managers can remotely monitor and manage the charging of their buses in real-time via mobile or browser-based applications.*



BATTERY HEALTH & WARRANTY

Nuvve's technology ensures charging and discharging occurs within battery warranty limits.

GET STARTED WITH NUVVE TODAY

CONTACT US AT SALES@NUVVE.COM

NUVVE.COM | HEADQUARTERED IN SAN DIEGO, CALIFORNIA





Nuvve Software

THE MOST INTELLIGENT WAY TO CHARGE YOUR FLEET

Nuvve's Grid Integrated Vehicle (GIVe™) technology is a cloud-based platform that enables intelligent, unidirectional or bidirectional, vehicle-to-grid (V2G) charging. Our advanced features prioritize having the right amount of charge for each day while helping save you money.

FEATURES FOR DC HEAVY-DUTY FAST CHARGERS



INTELLIGENT CHARGING

Allows your fleet to charge when rates are at their lowest and allows for charge rates to be set to optimize battery health.



FLEET MANAGEMENT

Set charge levels and enable on-demand charging remotely.* Available as a mobile app* and web interface.



PERFORMANCE INSIGHTS

Understand your fleet's usage and charging and get live energy delivery performance reporting.



SECURITY

End-to-end encryption of all data using industry security standards.



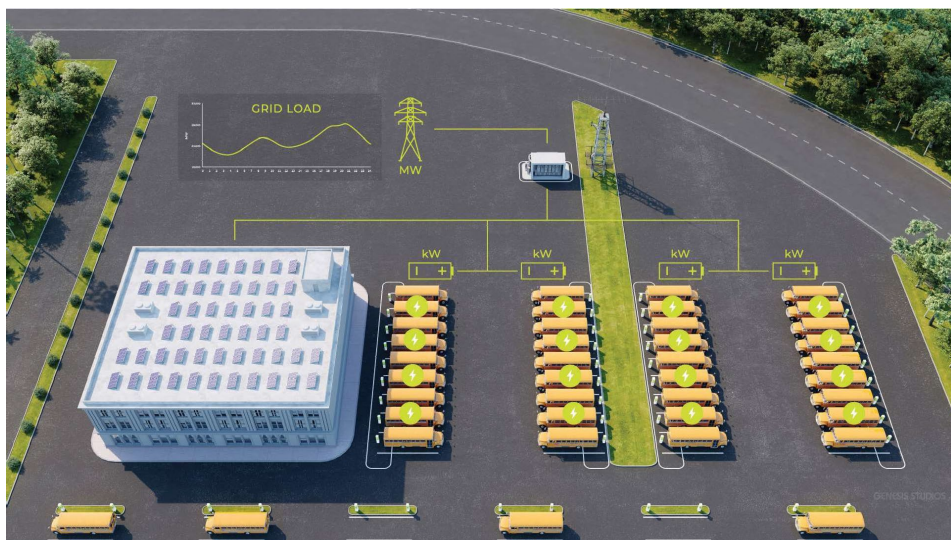
BIDIRECTIONAL CHARGING

Allows your fleet's batteries to store and discharge energy through precise, second-by-second control. Having enough charge for a day's duties is always prioritized.



VEHICLE-TO-GRID (V2G)**

Allows energy from multiple bus batteries to be combined to form a virtual power plant (VPP) to perform services that stabilize the grid and/or sell energy back to the grid to earn revenue.



VIRTUAL POWER PLANT (VPP) CREATED BY NUVVE'S V2G SOFTWARE

** Requires permits from local utility companies



FEATURES FOR AC LEVEL 2 CHARGERS

✓ INTELLIGENT CHARGING

Allows your fleet to charge when rates are at their lowest and allows for charge rates to be set to optimize battery health.

✓ FLEET MANAGEMENT

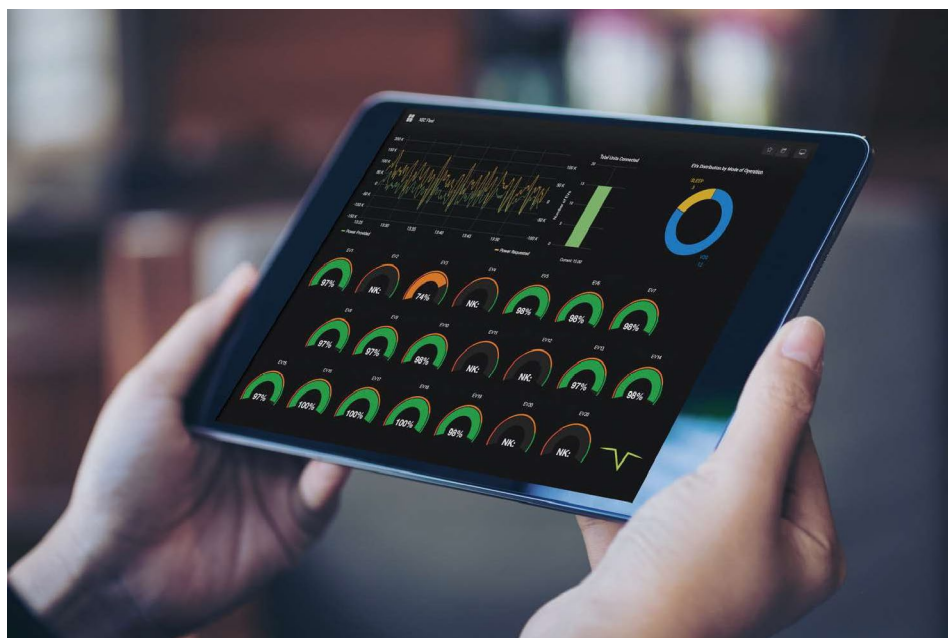
Set charge levels and enable on-demand charging remotely.* Available as a mobile app* and web interface.

✓ PERFORMANCE INSIGHTS

Understand your fleet's usage and charging and get live energy delivery performance reporting.

✓ SECURITY

End-to-end encryption of all data using industry security standards.





Linda Hayes Board Chair
Emilia Reyes Chief Executive Officer

1920 Mariposa St., Suite 330
Fresno, CA 93721

Fresno Economic Opportunities Commission


REQUEST FOR PROPOSALS


for

Fresno EOC Transit Systems 2023 Electrification

PROPOSAL DEADLINE
November 30, 2022
4:00 p.m.
Transit Systems Fresno EOC
3110 W. Nielsen
Fresno, CA 93706
559-263-8005
www.fresnoeoc.org

CONTRACTOR FOR FRESNO EOC TRANSIT SYSTEMS 2023 ELECTRIFICATIONS

 (559) 263-1000

 FresnoEOC.org



KEY ACTION EVENTS AND DATES:

Listed below are the events and dates for this RFP. All dates are subject to revision.

- Release of RFP: November 1, 2022
- Mandatory Walkthrough or Q&A session: November 10, 2022
- Last day for Proposers to Submit Questions: November 18, 2022, 4:00 p.m. (Pacific).
- Last Day for EOC to Answer Questions: November 23, 2022
- Proposal Deadline: November 30, 2022, 4:00 p.m. (Pacific)
- Contract Award: January 5, 2023

SECTION 1 - GENERAL PROPOSAL REQUIREMENTS

SITE WALKTHROUGH or QUESTION AND ANSWER SESSION:

There will be a MANDATORY walkthrough scheduled on Thursday, November 10, 2022 at 1:00 p.m. PST at Transit Systems Campus, 3110 W. Nielsen Ave, Fresno, CA, 93706.

SPECIFICATION CHANGES:

Fresno EOC may, during the proposal period, advise the Proposer in writing of additions, omissions, or alterations in the specifications. Changes shall be included in the RFP and become part of the specifications as if originally submitted.

AMENDMENTS:

No one is authorized to amend this proposal in any respect, by an oral statement, or to make any representation or interpretation in conflict with the provisions of this RFP. If necessary, the supplementary information in the addendum form will be prepared and made available to potential proposers. It is the Proposer's responsibility to obtain, sign, and submit all addendum(s) for the RFP at: <https://fresnoeoc.org/rfp>.

Failure of Proposer to submit signed addendum(s) with their proposal shall be cause for rejection. Any exceptions taken to this RFP shall be clearly stated in writing.

RFP WITHDRAWAL:

Any Proposer may withdraw their proposal, either personally or by written request, at any time prior to the date and time due.

RIGHT TO REJECT PROPOSALS:

Fresno EOC reserves the right to reject any and all proposals, or any part of a proposal; to waive minor defects or technicalities; or to solicit new proposals on the same project or modified project, which may include portions of the original RFP document, as Fresno EOC may deem necessary and in its best interest. False, incomplete, or unresponsive statements in connection with a submitted proposal may be sufficient cause for rejection. Fresno EOC will be the sole judge in making such determinations.

Any such writing shall be addressed to:

Thomas Dulin, Transit Systems Director
Fresno Economic Opportunity Commission
3110 W. Nielsen
Fresno CA, 93706

NON-EXCLUSIVE AGREEMENT:

This RFP does not establish an exclusive arrangement between Fresno EOC and the Proposer. Fresno EOC reserves, among others, the following rights:

- The right to use others to perform work and services described in the RFP.
- The right to request future proposals from other Contractors for work described in this RFP without requesting a proposal from the Contractor.
- The unrestricted right to bid on any work or services described herein.
- The right to alter each phase based on grants and infrastructure.

- Procurement and Installation (pedestal mounted) of 10 charging stations. With bi-directional Vehicle to Grid (V2G) capabilities.

Phase Three (Target Implementation February 28, 2025)

- 10 Electric Shuttle Buses (specifications to be supplied by February 1, 2025).
- Procurement and Installation (pedestal mounted) of 10 charging stations. With bi-directional Vehicle to Grid (V2G) capabilities.

Phase Four (Target Implementation February 28, 2026)

- 10 Electric Shuttle Buses (specifications to be supplied by February 1, 2026)
- Procurement and Installation (pedestal mounted) of 10 charging stations. With bi-directional Vehicle to Grid (V2G) capabilities.

Phase Five (Target Implementation February 28, 2027)

- 10 Electric Shuttle Buses (specifications to be supplied by February 1, 2027).
- Procurement and Installation (pedestal mounted) of 10 charging stations. With bi-directional Vehicle to Grid (V2G) capabilities.

LICENSE AND PERMITS:

The contractor will manage/produce/procure all project costs, coordination, permitting, engineering, and utility partner negotiation.

BACKGROUND CHECK:

If applicable, the contractor shall certify that all personnel have successfully passed a criminal background check prior to assignment to Fresno EOC.

RECOGNIZED HOLIDAYS:

Fresno EOC offices are closed on the following holidays:

- New Year's Day
- Martin Luther King Jr's Birthday
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- Juneteenth
- Fourth of July
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day



SECTION 3 - COST PROPOSAL

Provide a total cost estimate, including travel expenses, and "not to exceed" amount for the work described in the scope of work and a rate schedule for computing any extra work not specified in the contracted scope of work.

PHASE 1

Proposals will be examined as to whether or not proposers responded in accordance with the following requirements:

- Proper completion and submittal of required proposal documents.
- Proof of a valid business or professional license from the State of California.
- Submission of a valid proof of insurance certificate.
- If applicable, status as a Women/Veteran/Minority-owned business. See the links below for more information about getting certified.
 - <https://resources.smartbizloans.com/blog/business-owners/how-to-get-a-minority-owned-business-certification/>
 - <https://nmsdc.org/>
 - <https://sch.thesupplierclearinghouse.com/>
 - <https://www.uschamber.com/co/run/business-financing/certification-guide-for-minority-owned-business>
 - <https://www.sba.gov/federal-contracting/contracting-assistance-programs/8a-business-development-program>

Proposers who do not respond in accordance with any of the above requirements will be immediately disqualified. This is a non-exclusive agreement. Fresno EOC reserves the right to enter into multiple agreements from this RFP.

PHASE 2

Proposals that PHASE 1 will be evaluated and scored using the table below:

Evaluation Criteria	Maximum Points	Score
QUALIFICATIONS (25 POINTS)		
Reputation and Experience	25	
REFERENCES (25 POINTS)		
Quality	15	
Timeline	5	
Reliability / Dependability	5	
CAPACITY / CAPABILITIES (25 POINTS)		
Staff experience	15	
Diversity-Small, Women, Disabled, Veteran, and Minority Owned Businesses	10	
PRICE (30 POINTS)		
Proposal Rates and Rate Structure	30	
PROPOSAL RESPONSIVENESS (10 POINTS)		

SECTION 5 - SUBMISSION FORMS

**1. IDENTIFICATION SHEET
RESPONDENT TO COMPLETE AND RETURN WITH PROPOSAL**

Type or print the following information:

Company: _____

Address: _____

City _____ State _____ Zip _____

Name: _____

Title: E-mail: _____

Telephone: _____ Fax: _____

Years in business: _____

Number of employees: _____

Name of Insurance carriers: _____

Public Liability: _____ Expires: _____

Workers' Compensation: _____

3. REFERENCES**RESPONDENT TO COMPLETE AND RETURN WITH PROPOSAL**

SIMILAR CONTRACTS/RFPS PERFORMED: List below contracts under which the Proposer has provided similar services during the past three (3) years.

Proposer's financial stability, technical and support capabilities will be verified through reference checking, which may include site visits and contact with other clients or vendors.

FIRM NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

CONTACT PERSON: _____

DATE OF CONTRACT: _____ through _____

FIRM NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

CONTACT PERSON: _____

DATE OF CONTRACT: _____ through _____

FIRM NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

CONTACT PERSON: _____

DATE OF CONTRACT: _____ through _____

EXHIBIT A
"SAMPLE CONTRACT"
CONTRACT SERVICES AGREEMENT

THIS AGREEMENT is entered into at Fresno, California, effective _____, by and between the **FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION**, hereinafter referred to as "AGENCY", and _____ hereinafter referred to as "CONTRACTOR".

WITNESSETH THAT:

AGENCY and CONTRACTOR do mutually agree as follows:

1. The CONTRACTOR shall, in a satisfactory, proper, and timely manner as determined by the AGENCY. These services include the following:
 - a.
 - b.
 - c.
 - d.
2. CONTRACTOR shall commence performance of this Agreement on the _____ day of _____, 20____, and shall complete performance to the satisfaction of the AGENCY no later than _____.
3. CONTRACTOR shall maintain such records and accounts, including property, personnel, and financial records as deemed necessary by AGENCY or the Director of the AGENCY's funding source to assure a proper accounting for all project funds, both Federal and Non-Federal Shares. These records will be made available for audit purposes to the AGENCY, the funding source, the Comptroller General of the United States, or any authorized representative, and will be retained for three (3) years after the expiration of this Agreement unless written permission to destroy them is granted by the AGENCY and the funding source.
4. CONTRACTOR shall be paid for services rendered hereunder. It is expressly understood and agreed that in no event shall the total amount to be paid by the AGENCY to the CONTRACTOR under this Agreement exceed _____ for full and complete satisfactory performance.
5. The CONTRACTOR agrees to comply with all conditions governing grants required by the funding sources and/or by Federal and State regulations.

11. Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to AGENCY for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereof, shall be disposed of and administered, in order to protect the public interest.
12. CONTRACTOR agrees to comply with all Federal, State, and Local statutes and regulations concerning its employees, including but not limited to, prevailing wage standards imposed because of the program's funding source. All laborers and mechanics employed, if any, by contractors or subcontractors in the construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276-a-276a-5).
13. CONTRACTOR warrants that no person or entity has been employed or retained to solicit or secure this Agreement in consideration for a commission, parentage, brokerage, or contingent fee. For breach or violation of this warrant, AGENCY shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the CONTRACTOR's compensation, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
14. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment in the performance of this Agreement because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical disability (cancer), age (over 40), marital status and denial of family care leave. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion, or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
15. No person in the United States shall, on the ground of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), gender or sexual orientation, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement. The CONTRACTOR will comply with all statutes and regulations promulgated by the Federal Government, State Government, and Local Government Agency regarding such discrimination.

CONTRACTOR hereby certifies compliance with the following:

- (a) Federal Executive Order 11246, as amended by Executive Order 11375 relating to equal employment opportunity;
- (b) Title VI and Title VII of the Civil Rights Act of 1964, as amended;
- (c) Rehabilitation Act of 1973, as amended;
- (d) Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended;

18. CONTRACTOR or any Subcontractor assigned work under this Agreement who has fifty (50) or more employees and has an agreement of Fifty Thousand Dollars (\$50,000.00) or more shall be required to develop a written Affirmative Action Compliance Program. The written program is to follow the guidelines set forth in Title 41 CFR Section 60-1.40, Sections 60-2.10 through 60-2.32, Sections 60-250.1 through 60-250-33, and Sections 60-741.4 through 60-741.32.

CONTRACTOR or any Subcontractor with less than fifty (50) employees must comply with Section 202 of Part II of Executive Order 11246, as amended. CONTRACTOR shall ensure that Subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

19. None of the funds, materials, property, or services contributed by AGENCY or the CONTRACTOR under this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.
20. There shall be no religious worship, instruction, or proselytization as part of or in connection with the performance of this Agreement.
21. CONTRACTOR shall comply with all applicable laws, ordinances, and codes of the State and Local governments.
22. CONTRACTOR hereby certified under penalty of perjury that no more than one final unappealable finding of contempt of court, by a Federal Court, has been issued against CONTRACTOR within the immediately preceding two (2) year period because of CONTRACTOR's failure to comply with an order of a Federal Court which orders CONTRACTOR to comply with an order of the National Labor Relations Board.
23. CONTRACTOR shall make all financial, progress, and other reports as requested by AGENCY and will arrange for on-site inspections by AGENCY at its request.
24. CONTRACTOR is not an employee of AGENCY for any purpose whatsoever, but is an independent contractor. CONTRACTOR shall have sole control of the manner and means of performing under this Agreement. AGENCY shall not have the right to require CONTRACTOR to conform to any fixed or minimum number of hours devoted to performing the work or do anything else which would jeopardize the relationship of independent contractor between AGENCY and CONTRACTOR. All expenses and disbursements incurred by CONTRACTOR under this Agreement, unless specifically delineated as AGENCY's responsibility, shall be borne wholly and completely by CONTRACTOR, and AGENCY shall not be in any way responsible or liable therefor. CONTRACTOR does not have, nor shall hold itself out as having, any right, power, or authority to create any contract or obligation, either expressed or implied, on behalf of, in the name of, or binding upon AGENCY.
25. CONTRACTOR agrees to maintain a policy of liability insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000) to cover any negligent acts

shall be withheld from the payments to CONTRACTOR; neither State Disability Insurance nor State Unemployment Insurance shall be withheld or paid by AGENCY on account of CONTRACTOR and no Worker's Compensation Insurance has or will be obtained by AGENCY on account of CONTRACTOR for the task to be performed by CONTRACTOR or CONTRACTOR's employees.

By _____

Name: Emilia Reyes

Title: Chief Executive Officer

By _____

Name: _____

Title: _____

1. Would Fresno prefer that the structure of the lease be an "Operating Lease" or a "Finance Lease" (lease-to-own) for each the vehicles, solar, and/or the station energy storage? Fresno EOC Transit would like to continue to purchase vehicles with LEVO after the five-year term, in addition, transit would like the lease-to-own option as well. Transit uses buses sometimes past the life expected.
2. Does Fresno want the applicant to handle remarketing and disposition at the end of life for the vehicles? Yes, please provide an estimate of disposition in the proposal.
3. How would you prefer that the cleaning of the solar panels during the term of the agreement be handled? Would you prefer that we include that in our cost, or would Fresno EOC prefer to contract for that separately? Fresno will handle this.
4. Given the likely evolution of vehicles and chargers in the out years of the transition, how would you like us to propose the pricing? Adding 10-15% each year.
5. Do you want lighting near the chargers included in the scope of work? Yes, please include in scope of work.
6. Can Fresno EOC provide the latest copy of site plans or "as built's"? No, we do not have them.
7. When was the last time a Utility Locate was completed? Can you please provide a copy? Unknown and cannot provide a copy.
8. Please advise if there are any know constructability issues on the site:
 - a. Environmental—Environmental Site Assessment conducted by Technicon Engineering Services on 12 Feb 20 and 30 Dec 20.
 - b. Mechanical, Electrical, Utility—Unknown
 - c. Site Drainage, Swails or runoffs—Unknown
9. Can you provide the most recent 12 months of electric bills for the site? The Transit Finance manager can and will provide.
10. Can you provide the most recent 12-month fuel consumption and costs? The Transit Finance manager can and will provide.
11. Given the size and scope, would Fresno be willing to extend the final submission deadline by up to two weeks for a more thorough RFP bid response? Yes, Fresno EOC is willing to extend the final submission deadline by two weeks.





Technical and Support Material





Lightning ZEV4 Shuttle Bus

- ✓ Battery-electric vehicle
- ✓ Smooth, quick and quiet
- ✓ Engineered and built in the USA
- ✓ Elegant cabin integration with batteries fully under the floor
- ✓ CARB certified
- ✓ Lightning Insights real-time telematics

**LIGHTNING
ZEV4**

The **Lightning ZEV4 shuttle bus** provides reliable, quiet, emissions-free transportation for passengers in many applications, such as airport parking, college and corporate campuses, and senior communities. The state-of-the-art electric powertrain provides a quiet, smooth and familiar driving experience that your drivers – and passengers – will love.

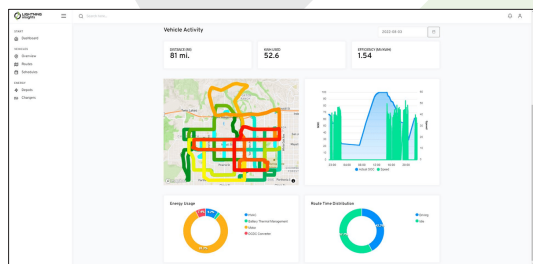
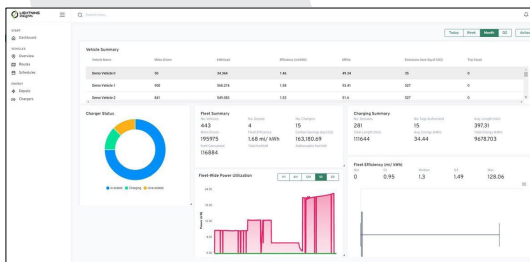
It is available on the GMC Savana 4500 / Chevrolet Express 4500, a trusted and widely-used platform.

With its 130-mile range, this vehicle provides practical, reliable service while producing zero emissions on the road. Charging is simple and quick, with both Level 2 AC charging and DC Fast Charge supported.

We use the highest-quality components available, including thermally-managed batteries which deliver the best range, efficiency and lifetime of any batteries in the market.



Lightning's digital dashboard provides all the information the driver needs



Lightning Insights provides real-time and time-summarized data on the performance of your EV fleet, as well as charger and energy management

Let us put you in the driver's seat!

Phone: **1-800-223-0740**

Email: info@lightningemotors.com

COMPLIANT WITH
BUY AMERICA
Federal Transit Administration

Lightning eMotors' EV powertrain is over 83% domestic origin by cost

COMPLIANT WITH
BUY AMERICAN
Federal Aviation Administration

Satisfies conditions (A) & (B) of Title 49 U.S.C. § 50101(b)(3)

Lightning ZEV4 Shuttle Bus

Specifications

Base chassis	GMC Savana 4500 Cutaway
GVWR	14,200 lbs
Wheelbase	159 in, 177 in, 190 in (stretched)
Driving range*	up to 130 miles
Battery capacity	120 kWh
Charge time	7.5 - 8.5 hours (Level 2 at up to 13.2 kW) 2- 2.5 hrs (DC Fast Charge at up to 80 kW)
Charging options	Level 2 AC (up to 13.2 kW) and DC Fast Charge (up to 80 kW) with J1772 CCS1 Combo
Passenger capacity**	Up to 24 passengers with various layout options
Maximum speed	65 mph (electronically limited)
Peak power	241 HP (180 kW)
Torque rating (after transmission)	790 lb-ft (1071 Nm)
ADA lift available	Yes
Warranty	Base Chassis: GM standard warranty Electric powertrain and batteries: Lightning eMotors standard warranty (5 year / 60,000 miles)
Analytics	✓ Preventive Maintenance ✓ Range Analysis ✓ Driver Behavior ✓ Charging Management

* All-electric range can vary depending on route or drive cycle, environmental conditions, vehicle or equipment configurations, and driver behavior.

** Payload and passenger capacity can vary and greatly depend on vehicle wheelbase, seating configuration, and other characteristics or features as delivered by the OEM or chassis manufacturer. Equipment added to the base chassis by aftermarket upfitters or equipment installers could also affect payload and passenger capacity.

Lightning's team of fleet experts stand behind our work and provide exceptional customer service, from vehicle deployment and technical support to custom analytics reports and operator training.

Contact us today!

Phone: **1-800-223-0740 / +1 970-744-4047**

Email: info@lightningsystems.com



Save vehicle downtime with no emissions testing



Zero emissions means cleaner air in communities you serve



Fewer parts means lower maintenance costs



Regenerative braking dramatically reduces brake wear



Significant savings on operating costs



BEVs save money on fuel costs

December 2022. The information presented here may be subject to change at any time.

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info@lightningemotors.com

lightningemotors.com



ST556KWH-250UD NEW

Energy Storage System



HIGH INTEGRATION

- Highly integrated ESS with outdoors cabinet design provides high protection class
- Advanced integration technology ensures optimal system performance and lower cost

SAFE AND RELIABLE

- DC electric circuit safety management includes fast breaking and anti-arc protection
- Multi-state monitoring and linkage actions ensure battery system safety

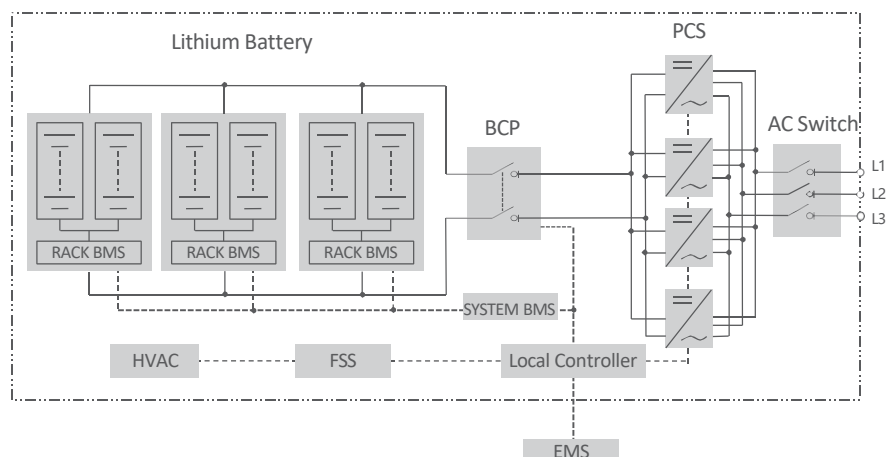
EFFICIENT AND FLEXIBLE

- Top-mounted HVAC and cell-level temperature control ensures longer battery life cycle
- Modular design supports parallel connection and easy system expansion

SMART AND FRIENDLY

- Integrated local controller enables single point of communication interface
- Fast state monitoring and faults record enables pre-alarm and faults location

CIRCUIT DIAGRAM



System Type	ST556KWH-250UD
Battery Data	
Cell type	Samsung SDI Mega E3, 3.68 V / 100 Ah
Configuration of system	252S6P
Battery capacity (BOL)	556 kWh
Battery voltage range	806 ~ 1,046 V
BMS communication interfaces	RS485, Ethernet
BMS communication protocols	Modbus RTU, Modbus TCP
AC Data	
Nominal AC power	250 kVA
Max. AC power	264 kVA
Max.THD of current	< 3 % (at nominal power)
DC component	< 0.5 % (at nominal power)
Nominal grid voltage	480 V
Grid voltage range	432 ~ 528 V
Power factor	> 0.99 (at nominal power)
Adjustable power factor	1 leading ~ 1 lagging
Nominal grid frequency	60 Hz
Grid frequency range	55 ~ 65 Hz
Isolation method	Transformerless
Nominal output voltage of off-grid	480 V
Max.THD of off-grid output voltage	< 3 % (linear load)
General Data	
Dimensions (W * H * D)	4,600 * 2,400 * 1,000 mm / 181.1" * 94.5" * 39.4"
Weight (with / without battery)	5.7 T / 2.5 T 12,566 lbs / 5,511 lbs
Degree of protection	IP54 / NEMA 3R
Operating temperature range	-30 to 50 °C / -22 to 122 °F (> 45 °C / 113 °F derating)
Relative humidity	0 ~ 95 % (non-condensing)
Max. working altitude	3,000 m / 9,842 ft
Cooling concept of battery chamber	Heating, Ventilation and Air Conditioning
Cooling concept of PCS chamber	Temperature controlled forced air cooling
Fire suppression system of battery unit	FM200 extinguishment system
Communication interfaces	RS485, Ethernet
Communication protocols	Modbus RTU, Modbus TCP, IEC 104
Certificates	UL9540, UL9540A, UL1973, UL1741+SA, IEEE 1547



BIFACIAL DUAL GLASS MONOCRYSTALLINE MODULE

PRODUCT: TSM-DEG20C.20

PRODUCT RANGE: 580-600W

600W

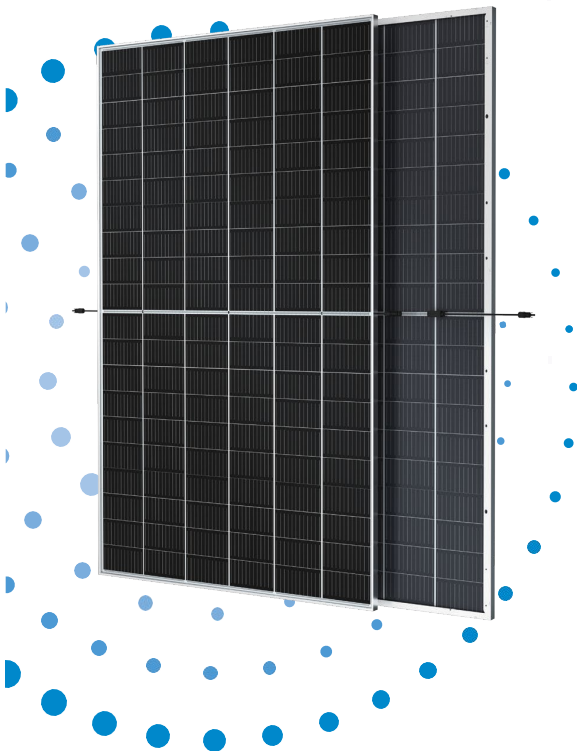
MAXIMUM POWER OUTPUT

0~+5W

POSITIVE POWER TOLERANCE

21.2%

MAXIMUM EFFICIENCY



High customer value

- Lower LCOE (Levelized Cost of Energy), reduced BOS (Balance of System) cost, shorter payback time
- Lowest guaranteed first year and annual degradation;
- Designed for compatibility with existing mainstream system components
- Higher return on Investment



High power up to 600W

- Up to 21.2% module efficiency with high density interconnect technology
- Multi-busbar technology for better light trapping effect, lower series resistance and improved current collection



High reliability

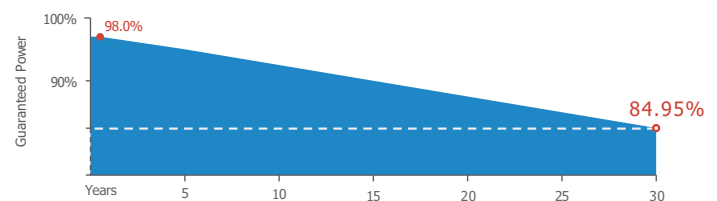
- Minimized micro-cracks with innovative non-destructive cutting technology
- Ensured PID resistance through cell process and module material control
- Resistant to harsh environments such as salt, ammonia, sand, high temperature and high humidity areas
- Mechanical performance up to 5400 Pa positive load and 2400 Pa negative load



High energy yield

- Excellent IAM (Incident Angle Modifier) and low irradiation performance, validated by 3rd party certifications
- The unique design provides optimized energy production under inter-row shading conditions
- Lower temperature coefficient (-0.34%) and operating temperature
- Up to 25% additional power gain from back side depending on albedo

Trina Solar's Vertex Bifacial Dual Glass Performance Warranty



Comprehensive Products and System Certificates



IEC61215/IEC61730/IEC61701/IEC62716/UL61730
 ISO 9001: Quality Management System
 ISO 14001: Environmental Management System
 ISO14064: Greenhouse Gases Emissions Verification
 ISO45001: Occupational Health and Safety Management System





DC Fast Charging Station Options

NUVVE DC HEAVY-DUTY FAST CHARGING STATIONS

60KW OR 125KW V2G BIDIRECTIONAL DC CHARGERS

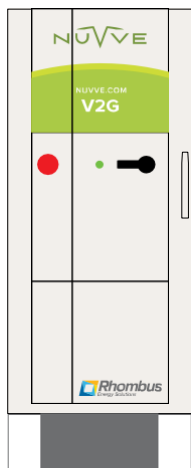
The Nuvve DC Heavy-Duty Charging Station (RES-HD60-V2G) and Nuvve DC Rapid HD Charging Station (RES-HD125-V2G) are designed specifically for vehicle-to-grid (V2G) applications and are the ideal solution for the rapid, smart charging of heavy-duty fleet vehicles such as electric school buses.

SOFTWARE

Our DC charging stations are fully controllable through Nuvve's fleet management system and our V2G platform enables unidirectional charging of any vehicle or bidirectional V2G charging and grid-connected building load management services when connected to a V2G-compatible vehicle.

HARDWARE

PCS PLUS DISPENSER



PCS

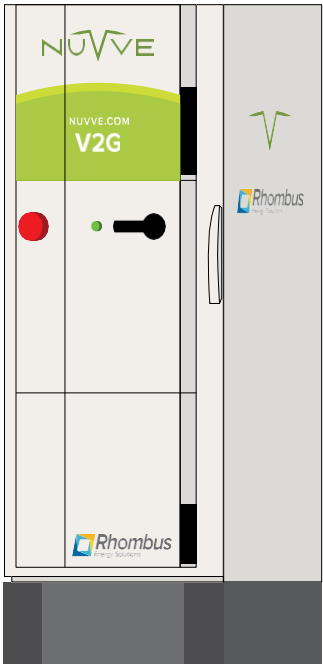


Dispenser

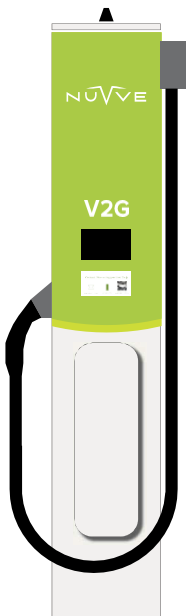


TECHNICAL SPECS RES-HD60-V2G

AC SPECIFICATIONS (POWER)	
Bidirectional Capable	Yes
Rated Power	60 kW/kVA
Utility Grid Voltage	480 Vac-3P
Max Rated Utility Current	79 Aac @ 480VAC (60 Hz)
Wiring	3 phase WYE (L1, L2, L3, Neutral, Ground)
Utility Grid Frequency (Hz)	60
Power Factor Fange	+/- 0.5
THD for Linear Loads	<5%
Charging Efficiency	>95%
Grid Isolation	Galvanic, Integrated
DC OUTPUT	
Maximum Power	60 kW
Voltage Operating Range	270Vdc to 870Vdc
Maximum Current	+/- 200A (charging cable limited)
Connector and Cable	CCS1, up to 8m (25 ft)
ENERGY METERING	
AC Energy Meter	+/- 1% from 10% to full scale
MECHANICAL	
PCS Dimensions	800mm x 622mm x 2083mm (31.5"W x 24.5"D x 82"H)
PCS Weight	748 kg (1600 lbs)
Dispenser Dimensions	559mm x 432mm x 1905 mm (22"W x 17"D x 75"H)
Dispenser Weight	68 kg (150 lbs) (configuration dependent)
ENVIRONMENTAL	
Cooling	Air cooled
Environmental Rating	NEMA 3R
Operating Ambient Temp.	-20°C to 45°C (-4 to 113°F)
Storage Temperature Range	-30°C to 60°C (-22 to 140°F)
Humidity	0 to 95% (non-condensing)
Altitude	De-rated over 2,000m (1.2 miles) above sea level
COMMUNICATION & CONTROL	
Network Interface	Ethernet, WiFi, 3G, 4G, LTE
EV Communication	DIN 70121, SAE J1772 , ISO 15118-2, ISO 15118-20, & custom implementations
Cloud Management	OCPP 1.6J compliant & Nuvve proprietary protocol
CERTIFICATION, SAFETY, COMPLIANCE	
Certifications	UL1741-SA, UL 2202, UL 2231, IEEE 1547.1 & CSA C22.2 No. 107.1-16



Charging Station

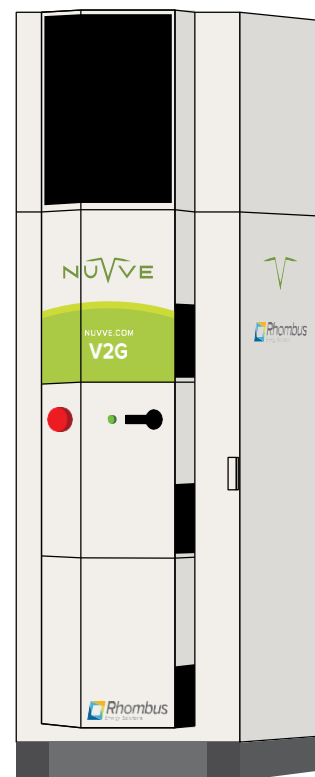


Dispenser



TECHNICAL SPECS RES-HD125-V2G

AC SPECIFICATIONS (POWER)	
Bidirectional Capable	Yes
Rated Power	125 kW/kVA
Utility Grid Voltage	480 Vac-3P
Max Rated Utility Current	+/-160A @ 480VAC (60 Hz)
Wiring	3 phase WYE (L1, L2, L3, Neutral, Ground) or Delta (L1, L2, L3, Ground)
Utility Grid Frequency	60 Hz
Power Factor Range	+/- 0.5
THD for Linear Loads	<5%
Charging Efficiency	>95%
Grid Isolation	Galvanic, Integrated
DC OUTPUT	
Maximum Power	125 kW (625-800Vdc)
Voltage Operating Range	530Vdc to 920Vdc
Maximum Current	+/- 200Adc (charging cable limited)
Connector and Cable	CCSI, up to 8m (25 ft)
ENERGY METERING	
AC Energy Meter	+/- 1%
MECHANICAL	
PCS Dimensions	1000mm x 600mm x 2920mm (39.5"W x 24"D x 115"H)
PCS Weight	975kg (2150 lbs)
Dispenser Dimensions	559mm x 432mm x 1905 mm (22"W x 17"D x 75"H)
Dispenser Weight	68 kg (150 lbs) (configuration dependent)
ENVIRONMENTAL	
Cooling	Air + integrated liquid heat exchanger
Environmental Rating	NEMA 3R
Operating Ambient Temp.	-20°C to 45°C (-4 to 113°F)
Storage Temperature Range	-30°C to 60°C (-22 to 140°F)
Humidity	0 to 95% (non-condensing)
Altitude	De-rated over 2,000m (1.2 miles) above sea level
COMMUNICATION & CONTROL	
Network Interface	Ethernet, WiFi, 3G, 4G, LTE
EV Communication	DIN 70121, SAE J1772, ISO 15118-2, ISO 15118-20 & custom implementations
Cloud Management	OCPP 1.6J compliant & Nuvve proprietary protocol
CERTIFICATION, SAFETY, COMPLIANCE	
Certifications	UL1741-SA, UL 2202, UL 2231, IEEE 1547.1 & CSA C22.2 No. 107.1-16



Charging Station



Dispenser

NUVVE



AC Level 2 Charging Station

THE NUVVE POWERPORT

The Nuvve PowerPort is a Level 2 AC charging station that delivers up to 19.2kW of power in a compact size package (wall mount or with pedestal). Perfect for school buses and other heavy-duty vehicles, it's one of the few 80 amp products on the market certified to UL safety standards. The Nuvve PowerPort is ENERGY STAR certified.

SOFTWARE

The PowerPort is fully controllable through Nuvve's software platform for unidirectional application. Remotely monitor your fleet's charging, configure your fleet's charging needs through trip schedules, and charge on-demand when needed. Nuvve's software also charges your fleet when electricity rates are low so you save utility bill costs.

HARDWARE

PEDESTAL OPTIONS

SINGLE MOUNT



DUAL MOUNT



POWERPORT TECHNICAL SPECIFICATIONS

MODEL #	EVSE-B-P1-H1
Phase	Single
No. Connectors	1
Connector Type	J1772/IEC 62196 Type 1
Cable Management	Cordset Hanger
Dimensions	Inches: 21.8 H x 10.4 W x 4.1 D Millimeters: 554 H x 264 W x 105 D
Weight*	29 lbs. / 13.15 kg
Cord Length	20 ft./6.1m standard; 24 ft./7.3m option

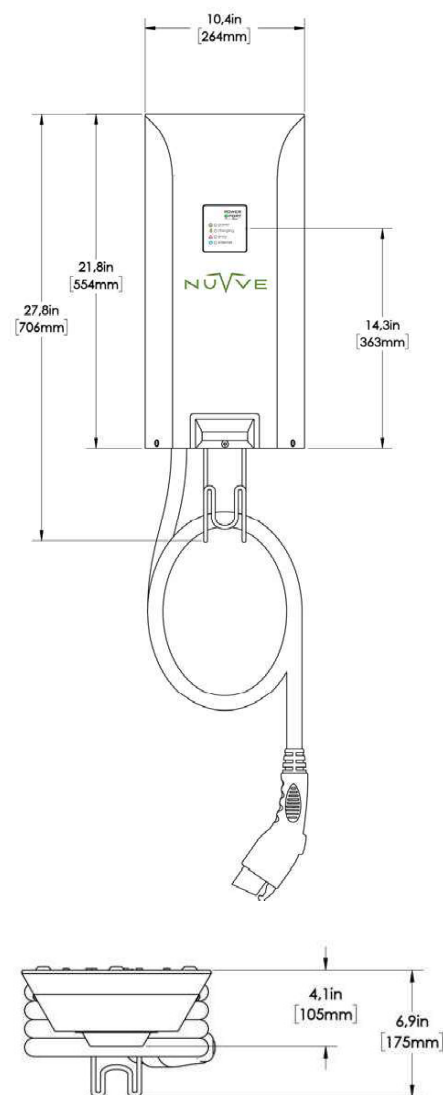
* Weight of enclosure + 20'(6.1m) / 80A-rated charging cable

POWER REQUIREMENTS	EVSE-B-P1-H1
Current Capacity	Up to 80A
Voltage Compatibility	100 to 240 VAC
Maximum Output*	100 to 240 VAC
Station Standby Usage	3.11W
Frequency	50Hz/60Hz

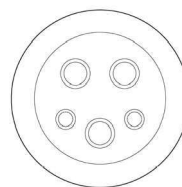
* Capacity at maximum compatible voltage

CODES & STANDARDS	
North American Regulatory Compliance	Certified: CSA 22.2, CSA 94.2, CSA 280-16, CSA 281.1, CSA 281.2, UL 50E, UL991, UL 1998, UL 2231-1, UL 2231-2, UL 2594 Compatible/Compliant: (FCC Part 15, Class B), NEC 625, SAE J1772, SAE J3068
International Regulatory Compliance	CE, EN 61000-6-1, EN 61000-6-3, EN 61851-1:2017, EN 60529
Enclosure Rating	NEMA 3R, IP54, IK10
Metering	Utility grade
Communication Protocols	PWM
Operating Temperature	-30°C to 50°C
Relative Humidity	5% to 95%
Air Pressure	86kPa to 106kPa

NETWORKING	
Ethernet Connection	RJ 45 (Standard)
LAN	2.4 GHz Wifi option
WAN	3G/LTE, 4G/60Hz option



EVSE-B-P1-H1
CONNECTOR



J1772 / IEC 62196
Type 1



All product specifications as of August 2021 and are subject to change.
Please contact Nuve for updated information.

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NUVE



NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Chief Financial Officer of Nuvve Holding Corporation, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation.

The bid is genuine and not collusive or sham.

The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.

The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding.

The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder.

All statements contained in the bid are true.

The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on December 14, 2022, at San Diego, California.

A handwritten signature in black ink, appearing to read "D. Robson".

David Robson

Chief Financial Officer