

ELECTRIC VEHICLE CHARGING STATION EQUIPMENT AND SERVICES

Led by the State of Maryland

Master Agreement #: **BPM037964**Contractor: **NATIONAL CAR CHARGING, LLC.**Participating Entity: **STATE OF IOWA****The following Products and Services are included in this contract portfolio:**

- Category 1 – Level 2 Charging Stations, Equipment, Products, and Services.
- Category 2 – Level 3 DC Fast Charging Stations, Equipment, Products, and Services.

Master Agreement Terms and Conditions:

1. **Term:** This Participating Addendum is effective as of July 01, 2024 and will terminate, renew, and extend upon termination, renewal, or extension of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
2. **Scope:** This addendum covers the Electric Vehicle Charging Station Equipment and Services portfolio led by the State of Maryland, for use by state agencies and other government entities located in the Participating State Iowa authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
3. **Participation:** This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Iowa. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
4. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Jim Burness
Address:	209 Kalamath Street, Suite 4, Denver, CO 80223
Telephone:	866-996-6387 ext. 700
Email:	jburness@nationalcarcharging.com

Participating Entity

Name:	Rick Tucker
Address:	1395 E. Walnut Street, Des Moines, IA 50319
Telephone:	515-360-9912
Email:	rick.tucker@iowa.gov

5. **Participating Entity Modifications or Additions to The Master Agreement:** Modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

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☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

- a. Quarterly Sales Report.** The Contractor must keep a record of the purchases made pursuant to the Contract and submit a report to the Agency on a quarterly basis. The report must identify all State agencies and political subdivisions making purchases from this Contract and the quantities purchased pursuant to the Contract during the reporting period. The Contractor must submit quarterly reports via email to the State of Iowa Contract Manager.

Quarterly Reporting Schedule – based on calendar year

Quarter 1 Jan 1 – Mar 31 (Due Apr 30)

Quarter 2 Apr 1 – Jun 30 (Due July 31)

Quarter 3 Jul 1 – Sep 30 (Due Oct 31)

Quarter 4 Oct 1 – Dec 31 (Due Jan 31)

- b. Administrative Fee.** Without affecting the approved Goods prices or discounts specified in the NASPO ValuePoint Master Agreement, the Contractor shall submit to the State of Iowa a one percent (1.00%) administrative fee on all sales made within the State of Iowa against this agreement. The administration fee is to be paid quarterly by the Contractor directly to the State of Iowa, made payable to the Iowa Department of Administrative Services.

There are two (2) payment options available to submit quarterly administrative fees to the State of Iowa:

- i. By check made payable to “Iowa Department of Administrative Services” mailed to:
State of Iowa – DAS/Central
Services Enterprise Attention:
DAS – Finance
1305 East Walnut Street, 3rd Floor Des Moines, IA 50319
Des Moines, IA 50319
- ii. Online by credit/debit card (MasterCard, Visa, Discover, or American Express) or ACH/e-check (an electronic version of a paper check processed using a checking or savings account). The online payment system is available 24 hours a day, 7 days a week.
 - a. Credit Card Fees: \$1.50 processing fee plus 2.5% of total
 - b. ACH/e-check Fees: \$1.50 processing fee plus \$1.50 ACH/e-check fee

Link to pay State of Iowa contract administrative fees:

<https://ia.accessgov.com/das-procurement-admin/Forms/Page/das-procurement-admin/das-vendor-fees/>

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NOTE: The State will not provide routing details for the State's Treasury bank account.

- c. Payment Terms.** Payment for completion of a contract order is normally made within 60 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. The Contractor shall submit an invoice for Deliverables rendered in accordance with this Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The Agency shall verify the Contractor's performance of the Deliverables outlined in the invoice before making payment. The Agency shall pay all approved invoices in arrears and in conformance with Iowa Code 8A.514. The Agency may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code § 8A.514.
- d. Affirmative Action.** The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers. Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.
- e. Certificate of Liability Insurance.** The Contractor shall furnish the Participating Entity with a current Certificate of Liability Insurance indicating the following insurance coverages which may be provided by Contractor via either policies of insurance or as a self-insurer:

<i>Type of Insurance</i>	<i>LIMIT</i>	<i>AMOUNT</i>
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$2 million
	Products –	
	Comp/Op Aggregate	\$1 Million
	Personal injury	\$1 Million
Automobile Liability (including contractual liability) used or operated by the Contractor written on an occurrence basis	Each Occurrence	\$1 Million
	Combined single limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million

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Property Damage	Each Occurrence Aggregate	\$1 Million \$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	A required by Iowa law

The Contractor shall send an updated COI to the Participating Entity's Contract Manager prior to expiration of the current COI for the duration of the Participating Addendum and any renewal periods.

- f. Choice of Law and Forum.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Participating Addendum without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this Participating Addendum shall be brought and maintained solely in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Participating Entity.
- g. Termination upon Notice.** Following thirty (30) days written notice, the Agency may terminate this Participating Addendum in whole or in part without penalty and without incurring any further obligation to Contractor. Termination can be for any reason or no reason at all.
- h. Setoff Against Sums Owed by the Contractor.** In the event that Contractor owes the Participating Entity any sum under the terms of this Participating Addendum, any other contract or agreement, pursuant to a judgment, or pursuant to any law, the Participating Entity may, in its sole discretion, set off any such sum against:
- i. Any sum invoiced by, or owed to, Contractor under this Participating Addendum, or
 - ii. Any sum or amount owed by the Participating Entity to Contractor, unless otherwise required by law.

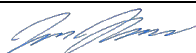
The Contractor agrees that this provision constitutes proper and timely notice under any applicable laws governing setoff.

- i. **Tax Exemption.** The State of Iowa is sales tax exempt within the state of Iowa. Invoices should not contain sales tax for services purchased in the state of Iowa.
6. **Orders:** Any order placed by a Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement.

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IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Iowa	Contractor: National Car Charging LLC
Signature: <u>Rick Tucker</u> Rick Tucker (Jun 17, 2024 15:16 CDT)	Signature: 
Name: Rick Tucker	Name: James Burness
Title: Purchasing Agent	Title: CEO
Date: Jun 17, 2024	Date: Jun 17, 2024

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

*[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
 to support documentation of participation and posting in
 appropriate data bases.]*

NATIONAL EV Charging PA IOWA 24198

Final Audit Report

2024-06-17

Created:	2024-06-17
By:	Rick Tucker (rick.tucker@iowa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPgpZXR41S3HN7CmK1Xpep0uJPI8sMDGn

"NATIONAL EV Charging PA IOWA 24198" History

-  Document created by Rick Tucker (rick.tucker@iowa.gov)
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-  Signer jburness@nationalcarcharging.com entered name at signing as James Burness
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