

CITY OF HAWTHORNE
AGREEMENT FOR SERVICES

THIS AGREEMENT is made and effective as of March 26, 2025 between the City of Hawthorne, a municipal corporation ("City"), Chargee. ("Service Provider"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on March 26, 2025, and should continue on an as needed basis at the City's sole discretion.

2. **SERVICES**

The Service Provider shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full as part of its services. The Service Provider may be asked to provide additional services if necessary during the term of this Agreement.

3. **PERFORMANCE**

The Service Provider shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. The Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of the Service Provider hereunder in meeting its obligations under this Agreement.

4. **PAYMENT**

(a) The City agrees to pay the Service Provider in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on services indicated in Exhibit A of this Agreement unless additional payment is approved as provided in this Agreement.

(b) The Service Provider shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Director of Public Works/City Engineer. The Service Provider shall be compensated for any additional services in the amounts and in the manner as agreed to by the Director of Public Works/City Engineer and at the time the

City's written authorization is given to the Service Provider for the performance of said services.

(c) The Service Provider will submit invoices for actual services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of the Service Provider's fees it shall give written notice to the Service Provider within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Service Provider at least ten (10) days prior written notice. Upon receipt of said notice, the Service Provider shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to the Service Provider the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Service Provider will submit an invoice to the City.

6. DEFAULT OF SERVICE PROVIDER

(a) The Service Provider's failure to comply with the provisions of this Agreement shall constitute a default. In the event that the Service Provider is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating the Service Provider for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Service Provider. If such failure by the Service Provider to make progress in the performance of work hereunder arises out of causes beyond the Service Provider's control, and without fault or negligence of the Service Provider, it shall not be considered a default.

(b) If the Director of Public Works/City Engineer or his delegate determines that the Service Provider is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Service Provider a written notice of the default. The Service Provider shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Service Provider fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7. OWNERSHIP OF DOCUMENTS

(a) The Service Provider shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the City that relate to the performance of services under this Agreement. The Service Provider shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. The Service Provider shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Service Provider.

8. INDEMNIFICATION

When the law establishes a professional standard of care for Service Provider Services, to the fullest extent permitted by law, The Service Provider shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of the Service Provider, its officers, agents, employees or sub service provider (or any entity or individual that Service Provider shall bear the legal liability thereof) in the performance of professional services under this Agreement.

9. INSURANCE

A) The Service Provider shall maintain in-force: Professional Liability Insurance. The Service Provider shall maintain in-force; Professional Liability Insurance (and/or Errors & Omissions Insurance) with minimum limits of \$2,000,000 per occurrence and \$4,000,000 general aggregate for loss or damages because of wrongful or negligent acts or omissions by the named insured.

- B) The Service Provider shall maintain in-force Workers' Compensation and Employer's Liability Insurance as required by the California Labor Code. Evidence of coverage shall take the form of a Certificate of Insurance or a California Certificate to Self-Insure. Acceptable minimum limits for this coverage are: Workers' Compensation; Statutory in California; Employer's Liability: \$1,000,000.
- C) Certificates of Insurance. The Service Provider shall furnish to Customer evidence of any insurance required by this Agreement. A Certificate of Insurance from an insurer admitted to do business in the State of California will be provided, indicating that the respective policy(s) meets the following requirements: (1) The City, its officers, and employees shall be named as additional insured on the General Liability Insurance; (2) Insurance shall not be canceled or terminated without 30 days written notice; (3) General Liability shall be primary and any insurance held by City for its own protection shall be excess and shall be effective only upon exhaustion of the Service Provider's insurance; (4) Insurance shall be maintained for the duration of the Agreement, including any period extended beyond the expiration date of this Agreement required to complete performance as stipulated in this Agreement and all amendments thereto.

10. **INDEPENDENT SERVICE PROVIDER**

(a) The Service Provider is and shall at all times remain as to the City a wholly independent Service Provider. The personnel performing the services under this Agreement on behalf of the Service Provider shall at all times be under the Service Provider's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of the Service Provider or any of Service Provider's officers, employees, or agents, except as set forth in this Agreement. The Service Provider shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. The City Provider shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to the Service Provider in connection with the performance of this Agreement. Except for the fees paid to the Service Provider as provided in the Agreement, City shall not pay salaries, wages, or other compensation to the Service Provider for performing services hereunder for City. City shall not be liable for compensation or indemnification to the Service Provider for injury or sickness arising out of performing services hereunder.

11. LEGAL RESPONSIBILITIES

The Service Provider shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Service Provider shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Service Provider to comply with this Section.

12. UNDUE INFLUENCE

The Service Provider declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Hawthorne in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Hawthorne will receive compensation, directly or indirectly, from the Service Provider, or from any officer, employee or agent of the Service Provider, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

13. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by the Service Provider in performance of this Agreement shall be considered confidential and shall not be released by the Service Provider without City's prior written authorization. The Service Provider, its officers, employees, agents, or sub service providers, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the

City. Response to a subpoena or court order shall not be considered "voluntary" provided the Service Provider gives City notice of such court order or subpoena. (b) The Service Provider shall promptly notify City should Service Provider, its officers, employees, agents, or sub service providers be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent the Service Provider and/or be present at any deposition, hearing, or similar proceeding. The Service Provider agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by the Service Provider. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

15. **ASSIGNMENT**

The Service Provider shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City because of the personal nature of the services to be rendered pursuant to this Agreement.

16. **LICENSES**

At all times during the term of this Agreement, the Service Provider shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

17. **GOVERNING LAW**

The City and Service Provider understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Hawthorne.

18. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of the Service Provider warrants and represents that he/she has the authority to execute this Agreement on behalf of the Service Provider and has the authority to bind the Service Provider to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF HAWTHORNE:

Service Provider:

VONTRAY NORRIS
City Manager
City of Hawthorne

By: _____

Title:

APPROVED AS TO FORM:

ATTEST:

ROBERT KIM
City Attorney
City of Hawthorne

DAYNA S. WILLIAMS-HUNTER
City Clerk
City of Hawthorne

EXHIBIT A

Proposal



City of Hawthorne Request for Proposals for Electric Vehicle Charging Station Design and Installation

Response submitted by Chargeie | March 11th, 2025
Jaideep Upadhyay, Director of Government Affairs
jaideep.upadhyay@chargeie.com | 424-210-5521



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1.0 Cover Letter

City of Hawthorne
Engineering Division
4455 W. 126th Street
Hawthorne, CA 90250

March 11th, 2025

RE: RFP for EV Charging Design and Installation

Dear Selena:

The move toward the electrification of transportation is undeniable. From the explosive growth in EV sales to the massive funding dedicated to new infrastructure, California is a leader in this shift. Together with the City of Hawthorne we can continue to set the gold standard for EV charging in places that need it most.

Founded and headquartered in Los Angeles, Chargeie is passionate about the region we call home. We are committed to providing drivers with the intuitive, reliable charging solutions they deserve, and the City with a truly turn-key partner. We are pleased to submit the enclosed response to the EV Charging Station Design and Installation RFP. A partnership with Chargeie provides:

- **Turnkey service:** This includes design, engineering, installation, O&M, networking, network monitoring, break fix and much more.
- **Extensive experience with municipal partners:** We're proud to partner with the Moreno Unified School District and California State University – Northridge, operating 100+ chargers across various school campuses. In addition, Chargeie works with a variety of government agencies including City of Brisbane, City of Nevada City and the Orange County Sanitation District.
- **An experienced SCE Charge Ready provider:** Chargeie is an approved provider under SCE's Charge Ready program. Our team works extensively with the SCE program team and has over **3,500 chargers** in the program's install queue.
- **Certified internal teams:** Our certifications include EVITP and C-10 licenses.
- **Funding program experience:** To date Chargeie has secured **\$100+ million** in funding for clients through public/utility rebate, incentive, and grant programs.

We look forward to working with you to take the EV charging experience for the City to a whole new level. Thank you for the opportunity and your consideration.

Best Regards,



Chris Vargas
EVP, Business Development
Chargeie LLC

2.0 RFP Signature Affidavit

Chargie acknowledges receipt of all RFP addenda and question responses. Please see signed affidavit on the following page:

Attachment 1

PROPOSER'S AFFIDAVIT

COUNTY OF LOS ANGELES

Chris Vargas being first duly sworn, deposes and says:


- EVP Business Development
1. That he/she is the _____ of Chargeie LLC
(Title of Office) *(Name of Company)*

Hereinafter called "Proposer," who has submitted to the City of Hawthorne a proposal for ELECTRIC VEHICLE CHARGING STATION DESIGN AND INSTALLATION.

2. That the proposal is genuine; that all statements of fact in the proposal are true;
3. That the proposal was not made in the interest of behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
4. That the Proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham proposal, to refrain from proposing, or to withdraw his proposal, to raise or fix the proposal price of the Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Hawthorne, or of any other Proposer, or anyone else interested in the proposed contract;
5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over the other Proposer or to induce action prejudicial to the interests of the City of Hawthorne. Or of any other Proposer or of anyone else interested in the proposed contract;
6. That the Proposer has not accepted any proposal from any subcontractor or materialman through any proposal depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any proposal from any subcontractor or materialman, which is not processed through that proposal depository; or which prevent any subcontractor or materialman from proposing to any contractor who does not use the facilities of or accept proposals from or through such proposal depository;
7. That the Proposer did not, directly or indirectly, submit the Proposer's proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Hawthorne, or to any person or persons who have a partnership or other financial interest with said Proposer in its business.

8. That the Proposer has not been debarred from participation in any State or Federal works project.

Dated the 6 day of March, 2025.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

(Proposer's Signature)

EVP Business Development

(Title)

POLICY NUMBER: GL 08311600-16

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
The City of Hawthorne, its officers, agents and employees.	

4.0 Business Profile

Company Overview

Since 2017, Charge has deployed its technology to manage and operate networked and load managed EV charging stations for multifamily buildings, commercial sites, municipalities, healthcare facilities, educational institutions, airports and more. With a staff of 70+, our team has extensive experience in providing turnkey solutions including engineering, design, installation, network management, maintenance, and customer care. We have worked to develop and solidify a strong, wide-ranging client portfolio with properties throughout the country to install our EV charging infrastructure. To date, Charge has worked with over 1,200 properties and has installed over 18,000 EV chargers.

Charge provides a turnkey solution for smart electric vehicle charging, from full installation through ongoing management. We have an internal installation team of C-10 licensed and EVITP-certified staff, along with a wide network of qualified subcontractors to deliver optimal service. Our team of qualified engineers can quickly and effectively survey sites, developing optimized plans for each individual property use case. Charge has always strived to ensure that the actual charging process for EV drivers is as simple as possible. This is a core value that we have built into our product to maximize the number of drivers served and, hopefully, entice more drivers to make the switch to EV. Our charging process is simple and can be fully managed and initiated using our mobile application, which will support the drivers' personal profile, store methods of payment, and serve as a communication hub regarding any questions or concerns with our system.

Experience & Qualifications

Charge has a wealth of experience working with local, state and federal government/public agencies to provide cost effective and reliable EV charging infrastructure. Some notable government/public deployments include installations with:

- City of Brisbane
- City of Nevada City
- California State University Northridge
- Orange County Sanitation District - Headquarters and Plants
- Moreno Valley Unified School District

For the above installations, Charge provided full turnkey service, surveying the identified sites, designing the EVSE infrastructure, completing the installation and managing ongoing service.

Beyond the local deployments above, Charge has a wealth of experience working with large state and federal agencies. Charge works closely with the California Energy Commission (CEC) and has been the recipient of over \$9 million in grant funding from their Clean Transportation Program. On the federal level Charge holds a Multiple Award Schedule contract with the U.S. General Services Administration and can provide EV charging hardware and software services to public agencies nationwide. Additionally, Charge's solution is FedRAMP® authorized, ensuring our platform meets rigorous data security and internal control standards required by the federal government. Our FedRAMP authorized solution currently serves charging stations at select U.S. Customs and Border Protection ports of entry.

Chargeie has a long-term relationship with Southern California Edison as an approved supplier for the Charge Ready program. Under this designation, Chargeie is available to assist properties with a variety of SCE Charge Ready options including its Small Site Rebate, Charging Infrastructure and Rebate Program, and New Construction Rebate Program. We currently have over 4,500 chargers in SCE’s application process and conduct bi-weekly meetings with SCE’s executives and program management team.

Product Offering

Chargeie is an SCE approved provider, with multiple EV chargers on the approved hardware list. Please see the full listing of Chargeie’s SCE approved hardware below:

EVSE Make/Model	EVSE Type	Approved Program	Approved EVSE Model Numbers
Chargeie	Level 2	Charge Ready Transport	CH-L-48-PRA-1-18
Chargeie	Level 2	Charge Ready Light Duty	CH-L-48-PRA-1-18-40
Chargeie	Level 2	Charge Ready Light Duty	CH-L-48-PRA-1-18-32
Chargeie	Level 2	Charge Ready Transport	CH-L-48-PRA-1-25
Chargeie	Level 2	Charge Ready Light Duty	CH-L-48-PRA-1-25-40
Chargeie	Level 2	Charge Ready Light Duty	CH-L-48-PRA-1-25-32
Chargeie	Level 2	Charge Ready Transport	CH-L-48-PRAC-1-18
Chargeie	Level 2	Charge Ready Light Duty	CH-L-48-PRAC-1-18-40
Chargeie	Level 2	Charge Ready Light Duty	CH-L-48-PRAC-1-18-32
Chargeie	Level 2	Charge Ready Transport	CH-L-48-PRAC-1-25
Chargeie	Level 2	Charge Ready Light Duty	CH-L-48-PRAC-1-25-40
Chargeie	Level 2	Charge Ready Light Duty	CH-L-48-PRAC-1-25-32
Chargeie	Level 2	Charge Ready Transport	CH-L-48-PRAT-1-18
Chargeie	Level 2	Charge Ready Light Duty	CH-L-48-PRAT-1-18-40
Chargeie	Level 2	Charge Ready Light Duty	CH-L-48-PRAT-1-18-32
Chargeie	Level 2	Charge Ready Transport	CH-L-48-PRAT-1-25
Chargeie	Level 2	Charge Ready Light Duty	CH-L-48-PRAT-1-25-40
Chargeie	Level 2	Charge Ready Light Duty	CH-L-48-PRAT-1-25-32
Chargeie	Level 2	Charge Ready Transport	CH-L-48-PRACT-1-18
Chargeie	Level 2	Charge Ready Light Duty	CH-L-48-PRACT-1-18-40
Chargeie	Level 2	Charge Ready Light Duty	CH-L-48-PRACT-1-18-32
Chargeie	Level 2	Charge Ready Transport	CH-L-48-PRACT-1-25
Chargeie	Level 2	Charge Ready Light Duty	CH-L-48-PRACT-1-25-40
Chargeie	Level 2	Charge Ready Light Duty	CH-L-48-PRACT-1-25-32

In addition to hardware, Chargeie is an SCE approved network provider. Chargeie’s software solutions are built to be scalable, safe, and secure:

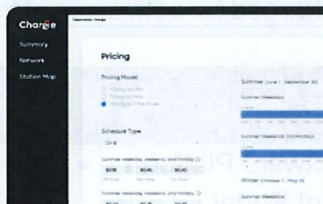
- Built to support the expansion/growth of the charging station network at an enterprise scale (anywhere and at any time).

- Engineered to support millions of system users simultaneously on our network providing live charging status, payment auth, and billing automatization.
- Gives the site host control over the pricing policies, reporting, and real-time insights on their charging stations.
- Built-in smart charging and load management helps manage electricity demand, manage costs by optimizing the charging time, and limit power consumption.
- Architected to offer effortless feature management (adding, removing, changing) and dynamic firmware updates.
- Leverages event-based messaging to seamlessly integrate with other third-party platforms and use cloud systems to ensure near-perfect software uptime.

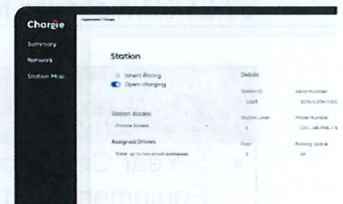
Our proprietary Management Platform manages station activation, configuration services, charger session analytics, and billing, and collects and stores charging data on Chargeie's cloud servers. Additional features include secure network connection, load management (circuit sharing), scheduled charging, driver access via the mobile app, pricing and automatic funds collection, reporting, training and 24x7x365 support. Chargeie's solutions are reliable, maintaining 98%+ availability.

Below, find some images of the management platform and mobile app.

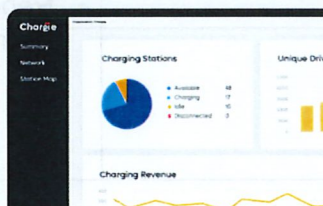
Set your own price
Customize station rates and pricing to fit your property's business model. Prices can be set to fluctuate with your utility's time-of-use electrical rates.



Set your property up to scale
Easily manage station access from anywhere – from assigned users to open access. Set and manage stations individually or in groups to meet your property's needs.

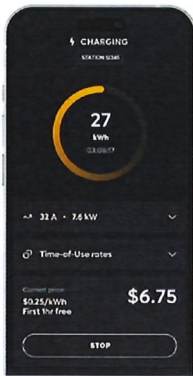


Monitor stations in real-time
Track and analyze station electrical consumption in real-time. See the current availability and status of any station at your property.



Export reports easily
Create and download reports on station revenue, charging utilization, driver behavior and more.





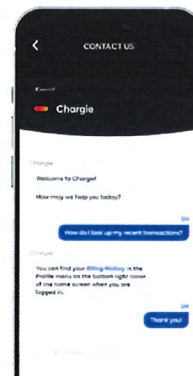
Manage charging sessions with a touch of a button



Manage payments easily



Discover new stations



Get support 24/7/365

Pricing & Cost Structure

Under Charge’s business model, the City will own the installed stations and keep 100% of the revenue generated.

Unlike other vendors with more complex maintenance and repair cost structures, Charge covers essential aspects of ongoing service, maintenance, and networking under one streamlined \$0.25/kWh service fee. This service fee is only charged for active use of the stations, and includes:

Monitoring, Maintenance, and Repair	Software Services	Administrative Services
<ul style="list-style-type: none"> • 5-Year Coverage on Parts, Equipment, and Labor • 99% Availability • 24/7 Station Monitoring • 24/7 Customer Support • On-Site Field Support • LTE Wireless Networking 	<ul style="list-style-type: none"> • Charge Software Platform • Management Portal • Performance Dashboards • iOS and Android Mobile App 	<ul style="list-style-type: none"> • Driver Payment Processing • Settlement Services • Rebate Administration • Reporting and Rebate Compliance

Please find detailed pricing in **Section 9.0 Cost Proposal**.

Service Level Agreements (SLAs)

Charge's solution is supported by its NOC located in our headquarter office in Culver City, CA. The NOC owns, manages, and operates the health of all network(s) and service(s), provides network(s)/service(s) monitoring, fault mitigation, performance management, network maintenance and support, trouble ticketing, break-fix, severity management and internal/external escalation. Our NOC team will assist in escalating all requests for maintenance and repair. **The NOC allows Charge to repair 70%+ of issues remotely, ensuring high availability rates at the individual project sites.**

Additionally, Chargeie houses a Customer Support team of 20+ agents who are available 24/7 to provide direct support should any end user/driver have any issues. Chargeie staff are reachable by end users through email, web, mobile app, phone, social media, and chat, with each inbound request being assigned to a Chargeie agent for resolution.

The team is trained to address a wide variety of issues, including but not limited to:

- Troubleshooting sessions
- Addressing billing issues
- Offering account assistance
- Reporting and escalating issues to NOC and Software Engineering
- Informing Product of customer issues/needs
- Customer retention

Requests are acknowledged by staff within a single business day and are resolved within 1-5 business days, depending on the severity of the issue. For issues with a higher severity or that cannot be resolved by the tools available to the agent, the ticket will be escalated to the NOC. After Chargeie has resolved the issue, an agent will reach back out to the user who inbounded to let them know that it has been resolved.

Below, find a sample severity response matrix outlining our staff time to acknowledge and respond to issues on-site.

Severity	Description	Mean Time to Acknowledge (MTTA)	Mean Time to Resolve (MTTR)	Update Frequency
Level 1	Any System Issue that is causing any System installed at the site to be non-operational. i.e., Site Outage	15 Mins	3 Business Days	Daily report and ongoing communication on status of resolution. First update includes diagnosis and ETR
Level 2	A System Issue that does not significantly impact system functionality. A workaround exists but unacceptable for long term operation i.e., Charger / Network Element Failure	2 Hours	Temporary Resolution: 3 Business Days Permanent Resolution: 5 Business Days	Daily report and ongoing communication on status of resolution. First update includes diagnosis and ETR
Level 3	A System Issue that is minor or cosmetic in nature and does not impact the operation of the System. i.e., Broken display on charger	1 Business Day	5 Business Days	Daily report and ongoing communication on status of resolution. First update includes diagnosis and ETR

Implementation Plan

Chargie intends to follow our standard process for deploying chargers at the identified properties. We will survey and evaluate the proposed site, sending our team to complete site surveys and evaluations. Next, we will engage with planning and designing the installations; our engineers will customize a plan that works best for each property. We then will acquire all necessary permits and will work directly with local agencies and SCE to ensure all plans are approved. We will then begin the installation process and validate all installed chargers, a process that can take as little as two weeks allowing for drivers to quickly take advantage of our services. We will continue to manage and operate all installed chargers, monitoring each network and providing 24/7 network insights and metrics to property builders and managers.

As noted in the RFP, Chargie will partner closely with the City to ensure work is completed during regular business hours (Monday through Friday, 7:00am – 4:00pm PST), unless otherwise agreed, to minimize the impact on City operations and the surrounding community.

Find an overview of the implementation process below.

Task/Milestone	Details	Duration
Site Evaluation	Chargie will send qualified staff members to complete a site evaluation to begin planning and designing installations.	1-2 weeks
Permit Issuing*	Chargie will pursue all necessary permits required to complete the proposed installation project.	6 weeks
Pre-Installation / Delivery Meeting	Chargie will coordinate with the City prior to the delivery of our EVSE equipment at the installation site. Chargie will begin process to acquire all necessary permits for installation project.	1 week
Installation	Chargie will plan and conduct installation of all EVSE on site, in addition to any infrastructure construction that needs to be done.	2 weeks
Commission/Activation	Chargie will commission and activate the system after installation. Testing activities include, but are not limited to: data networks, charger functionality and successful charging on a vehicle, payment functionalities (end to end testing). We will ensure all resources are provided to support delivery, commissioning, activating, and troubleshooting the system. Chargie personnel will conduct a final site inspection to ensure proper installation, and a Network Activation Evaluation will take place to provide Chargie with the necessary installation details and connectivity tests.	1 week
Network Introduction		1 week
On-Site Training	Chargie personnel will conduct training sessions with necessary personnel on the various functionalities of the charger management system within the Chargie network.	1 week
Chargie Launched	Chargie personnel will conduct the live introduction of Chargie’s software platform.	1 week

Ongoing Service and Management	Chargeie will continue to provide full service to the charging site for the agreed upon term.	TBD
---------------------------------------	---	-----

**Time to receive permits can vary and will have large effect on the installation timeline*

References

Please see three client references below. Chargeie would like to highlight reference #4, who is recipient of the SCE Charge Ready program.

Installation Reference #1	
Name	California State University Northridge
Mailing Address	18111 Nordhoff St, Northridge, CA 91330
Contact Name	Austin Eriksson
Contact Telephone Number	(818) 677-7344
Contact Email Address	austin.eriksson@csun.edu
Project Scope	We have installed a total of 96 Level 2 and Level 3 chargers across 10 separate campus buildings.
Completion Date	May 2022

Installation Reference #2	
Name	City of Brisbane
Mailing Address	50 Park Place, Brisbane, CA, 94005
Contact Name	Adrienne Etherton
Contact Telephone Number	(415) 508-2118
Contact Email Address	aetherton@brisbaneca.org
Project Scope	We have installed a total of 10 Level 2 EV chargers and 1 Level 3 unit at the City of Brisbane's City Hall.
Completion Date	March 2023

Installation Reference #3	
Name	Moreno Valley Unified School District
Mailing Address	25634 Alessandro Boulevard Moreno Valley, CA, 92553
Contact Name	John Nichols
Contact Telephone Number	(951) 571-7814 ext 17683
Contact Email Address	jnichols@mvusd.net
Project Scope	Chargeie was selected as the sole provider of EVSE infrastructure for Moreno Valley Unified School District, which consists of 40+ campuses.
Completion Date	October 2022

Installation Reference #4

Name	Ginder Development
Mailing Address	2311 N Hillman Ave Tulare CA 93274
Contact Name	Felicia Malyuk
Contact Telephone Number	N/A
Contact Email Address	fmalyuk@mancoabbott.com
Project Scope	Chargie installed nearly 100 chargers through the SCE program at a Ginder Development Property

Fraud or Debarment History:

Chargie has not been subject to any fraud convictions, debarments, or regulatory violations.

Licenses & Certifications:

Chargie houses an internal installation team of C10 and EVITP certified staff, along with a wide network of qualified subcontractors to deliver optimal service. Our team of qualified engineers can quickly and effectively survey sites, developing optimized plans for each individual site. Find below Chargie’s C10 and EVITP certification numbers:

C10	1086808
EVITP	4041088

Please see the other licenses required by the City below:

DUNS #	11-765-5344
City of Hawthorne Business License	Chargie does not have a current City of Hawthorne Business License number, our team has applied and is waiting for license issuance. Chargie can confirm it will have an active license prior to potential award of this solicitation.

5.0 Statement of Qualifications

Please see the requested information below:

Physical Address	3947 Landmark St. Culver City, CA 90232
Years of Experience and Knowledge of Relevant Requirements	Chargeie has been installing reliable EV charging infrastructure since 2017 and has a deep understanding of completing successful EVSE deployments. Additionally, as an SCE approved provider, Chargeie has experience installing in SCE territory and navigating the Charge Ready program, including the Small Site Rebate process.
References	Please see references in Section 4.0 Business Profile .

6.0 Quality Assurance Capabilities

Chargie has a dedicated internal operations team that ensures the highest quality assurance. All hardware is inspected, configured and tested upon arrival to our storage facility and before site delivery. Post-installation all chargers are tested to ensure proper functionality, prior to full launch. Once live, chargers are continuously monitored by Chargie's Network Operation Center (NOC) housed in our Los Angeles headquarters. Chargers communicate back to the NOC in 5 second intervals and are continuously monitored to ensure high availability.

On the software and network side, Chargie has a team dedicated to upholding the highest quality assurance to ensure bug-free software and services. These software and services include the Management Platform (website), the Chargie mobile application, and the Chargie's network which are all rigorously tested on a bi-weekly basis. Bi-weekly software releases document these additional test cases, software changes, bug fixes, and hot fixes.

Code is developed with testing considerations in mind so that Chargie software is more isolated, maintainable, and scalable, thus making future software features and changes easier to implement. Assuring quality software will also include code coverage testing, automated browser testing, manual mobile application testing, and other automated testing suites and CI/CD testing.

7.0 Evidence of Insurance, Bond & Business License



Surety Group
801 South Figueroa Street Suite 700
Los Angeles, CA 90017 USA
Tel: 310-649-0990

February 25, 2025

RE: Bondability Letter for Chargie, LLC.

To: Whom it may concern,

Tokio Marine HCC - Surety Group is a leading provider of surety bonds; comprised of American Contractors Indemnity Company, U.S. Specialty Insurance Company and United States Surety Company. Our underwriting companies are rated AA- (Very Strong) by Standard & Poor's and A+ (Superior) by A.M. Best Company.

Tokio Marine HCC is a leading specialty insurance group underwriting more than 100 classes of specialty insurance in approximately 180 countries. Headquartered in Houston, Texas, the company is made up of highly entrepreneurial teams equipped to underwrite special situations, companies and individuals. Tokio Marine HCC is part of Tokio Marine, a premier global company with a market cap of approximately \$30 billion.

Chargie, LLC is a surety client of Tokio Marine HCC - Surety Group. We understand that you are considering them for future projects. Although we have not set a maximum single bond limit, we will consider the company for payment and performance bonds of \$2,300,000 single limit within a \$2,300,000 aggregate program.

Please be advised that execution of all final bonds is subject to review and acceptance of the final contract terms, conditions, and financing by our client and Tokio Marine HCC - Surety Group at the time of each request. This letter does not guarantee the execution of any final bonds. The information contained herein is furnished as a matter of courtesy for your confidential use and is merely an expression of opinion as of the date of this letter. If you have any questions please do not hesitate to contact me at 310-649-0990

Best Regards,

A handwritten signature in blue ink that reads "Alexis Pong".

Alexis Pong, Attorney-In-Fact
On Behalf of American Contractors Indemnity Company

A member of the Tokio Marine HCC group of companies



TOKIOMARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Frank Mester, Adam Feinberg, Carla Pineda, Paul Lindinger or Alexis Pong of Los Angeles, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Three Million***** Dollars (*****\$3,000,000.00*****). This Power of Attorney shall expire without further action on April 23rd, 2026. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of April 2022.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles



By:
Daniel P. Aguilar, Vice President

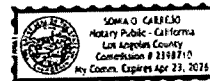
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 18th day of April 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 15th day of November, 2024

Corporate Seals
Bond No. Bondability Letter
Agency No. 9012



Kio Lo, Assistant Secretary

HCCSMANPOA07/2023

visit tmhcc.com/surety for more information

Chargie does not currently hold a business license with the City of Hawthorne. Chargie has applied for a business license and will ensure it is acquired prior to potential award.

8.0 Required Attachments

Please see signed attachments on the following pages.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/23/2020

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).

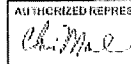
PRODUCER	CONTACT NAME:		FAX (A/C, N/A):
	PHONE (A/C, N/A, EXT):		
INSURED	E-MAIL:		
	ADDRESS:		
		INSURER(S) AFFORDING COVERAGE:	NAIC#:
		INSURER A:	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: Cort ID 3010 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.

INSURER LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible-NONE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> EXCESS <input checked="" type="checkbox"/> PER POLICY <input type="checkbox"/> LOC OTHER:	Y	QL00111690-16	03/01/2019	03/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (E&O) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADW/INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP/MS \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> HIRED SCHEDULED AUTOS ONLY OTHER:	Y	BAF0311599-16	03/01/2019	03/01/2020	COVERED SUBJECT LIMIT (E&O) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA/LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LMB <input type="checkbox"/> CLAIMS MADE DEF <input type="checkbox"/> IDENTIFICATION		TU2 3028750 00	03/01/2019	03/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY AN EMPLOYEE OR PARTNER/EXECUTIVE OR MEMBER EXCLUDED? (Mandatory in NH) YES (describe each) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A DESCRIPTION OF OPERATIONS below	Y	W00311601-16	03/01/2019	03/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$

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

CERTIFICATE HOLDER The City of Hawthorne, et al 4455 West 176th Street Hawthorne CA 90250	CANCELLATION 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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ACORD 26 (2016/03)

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9.0 Cost Proposal

Bid:

Item	Task	Cost
1	Production of Design, Plans and Specifications for installation of the Electric Vehicle Charge Ready Charging Stations with all required permits	\$35,000
2	Installation of the (30) Charge Ready Electric Charging Stations with two new Panels	\$300,000 - \$450,000
3	Installation of the (20) small site rebate Electric Charging Stations	\$200,000
	TOTAL	\$535,000 - \$685,000

Bid Alternate:

Item	Task	Cost
1	Maintenance and Repair per Electric Charging Station per year with allowable CPI of 4% max	Chargeie covers essential aspects of ongoing service, maintenance, and networking under one streamlined \$0.25/kWh service fee

It is difficult for Chargeie to provide accurate pricing without detailed site plans. Chargeie is assuming the prices in line item #2 are for installations under the Customer Side Make Ready SCE program, where connection to utility service is relatively close to the proposed charger locations.

Please note that the above price ranges are inclusive of all design, infrastructure and equipment install. There is potential for these costs to be lower after a full site analysis.



Signature

Chris Vargas

Print Name

EVP - Business Development

Title

424-210-5521

Telephone #

Federal Tax ID: 85-1861699

DUNS number: 11-765-5344

URL/Email Address www.chargie.com

Chargie LLC

Company Name

3947 Landmark Street

Company Address

Culver City, CA 90232

City St. Zip

N/A

Fax #

