

April 2, 2019

His Excellency, Governor Christopher T. Sununu
 and the Honorable Executive Council
 State House
 Concord, New Hampshire

REQUESTED ACTION

Authorize the Department of Business and Economic Affairs (BEA), Division of Economic Development (DED) to enter into a contract with Plug In America (VC #302398), of Los Angeles, CA in the amount of \$25,000.00 to facilitate, produce and release a statewide strategic plan to improve electric vehicle infrastructure for the State of New Hampshire, in compliance with a grant awarded by the US Department of Energy through the Office of Strategic Initiatives (OSI), effective upon Governor and Executive Council approval, through June 30, 2019. 100% Agency Income.

Funds are available as follows:

03-22-22-220510-22340000	<u>FY 2019</u>
Economic Development Project	
102-500731 Contract for Program Services	\$25,000.00

EXPLANATION

The New Hampshire Office of Strategic Initiatives (OSI) has engaged the Department of Business and Economic Affairs (BEA) to contract and manage a study of the policy and economic impact of the electric vehicle industry. The study will recommend measures to improve and support the state's growing electric vehicle infrastructure, and will complement the state's economic and tourism strategies for growing the workforce. The plan will include recommendations that policy makers should be made aware of when considering new approaches to educate consumers and will be delivered to OSI for use in strengthening electric infrastructure development statewide.

On December 14, 2018, BEA advertised a Request for Proposals for contract services on the Department of Administrative Services website for a "Statewide Strategic Plan to Improve Electric Vehicle Infrastructure". Subsequently, eight companies submitted proposals by the closing date of January 28, 2019. All but one vendor qualified. A selection committee comprised of two members of BEA and one member of the Department of Environmental Services reviewed and scored the written and oral proposals.


Based upon initial scoring of written proposals, three vendors were invited for an oral interview. Based upon the combined written and oral scoring, Plug In America, based in Los Angeles, CA (with an office in MA) was recommended by the review committee as the contractor best qualified to lead the project. A summary of the scoring and the list of selection committee members is attached in Schedule 1, Schedule 2, Schedule 3, and Schedule 4.

Plug In America is a nationwide non-profit that has created several state and regional plans with team members CALSTART and S Curve Strategies. They have authored programs in New York, partnered with the Northeast Diesel Collaborative and the Northeast States for Coordinated Air Use Management (NESCAM) as well as implementing programs in the states of California, Washington, and Oregon.

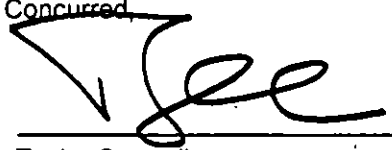
Plug In America will support BEA and the State by producing a statewide plan that will include, but not be limited to outreach to, stakeholders, evaluation of current infrastructure, and identification of opportunities to increase adoption and awareness of broad economic and travel implications within the state.


The Attorney General's Office has approved this contract agreement as to form, substance, and execution.

Respectfully submitted,



Wildolfo Arvelo
Director

Concurred


Taylor Caswell
Commissioner 

Department of Business and Economic Affairs
 Division of Economic Development
 Contract Services-EV Plan
 Written Proposal Scoring Criteria

PROPOSAL EVALUATION CRITERIA

Proposals were reviewed, evaluated and scored by the selection committee. Evaluation of written proposals was based on the following criteria for each component. Each criterion was scored according to the degree of responsiveness present in the proposal being evaluated.

Maximum points for vendors by each reviewer: 50

COMPANY	
REVIEWER	
DATE	
TOTAL SCORE (Maximum 50)	

Criteria	Max Points	Score	Notes
Experience and Qualifications of key staff and subcontractors Personnel/subcontractor experience; ability to absorb project into current workflow; ability to work with BEA and its partners; knowledge of state, regional, and EV market trends.	25		
Overall strategy, approach, and methodology Proposal reflects the ability to collaborate with multiple agency partners and NH businesses to implement stated goals and objectives, and strategies, to produce plan.	15		
Prior work and past experience	10		
Total Points	50		

Oral interviews were conducted online using ZOOM (video conferencing web based platform) on February 7, 2019. Each company had 30 minutes to answer the 10 questions below.

1. How do you envision crafting a report that will tie EV vehicles that differentiates the plan from the usual fare and more aligns with the broader strategic economic planning of NH.
2. Massachusetts plans on having 300,000 electric vehicles on the road by 2025 – what does this goal mean for New Hampshire and for the development of this Strategic Plan?
3. Your company scored highly as one of the top 3 proposals. Why should your company get this award?
4. How important is stakeholder engagement?
5. Given the relatively low price point of the contract, how will you balance all of the opportunities, outreach, and research (and still realize a profit).
6. NESCAUM's "Northeast Corridor Regional Strategy for Electric Vehicle Charging Infrastructure" contains discussion of a number of overarching issues regarding the development of EVSE – which issues you consider to be most relevant for New Hampshire and for this strategic plan?
7. What technologies (if any) will you utilize to do outreach?
8. Tell us about the various contacts you will use to craft this plan, and how they might contribute to both the economic and environmental discussion necessary to create a path forward.
9. How does demand for EVSE in the densely populated southeastern portion of New Hampshire compare and contrast with demand in the North Country and how would you propose to ensure that both markets are adequately addressed in the Plan?
10. What do we need and where do we need it?

Oral interviews maximum score determined by 10 questions (top three companies only): 50

Written and Oral Proposal Scoring Criteria

Total Maximum points: 300

Below is the final scoring chart including the written proposals and oral interviews:

Selection Committee Members	Companies		
	Plug In America	ERG	CADMUS
Christopher Way, DED	93	75	80
<i>Written Proposal</i>	48	50	45
<i>Interview</i>	45	25	35
Timothy White, DES	82	80	79
<i>Written Proposal</i>	37	42	40
<i>Interview</i>	45	38	39
Carol Miller, DED	87	67	73
<i>Written Proposal</i>	47	47	43
<i>Interview</i>	40	20	30
Totals	262	222	232

Department of Business and Economic Affairs
Division of Economic Development
Contract Services-EV Plan
Review Panel

SCHEDULE #4

Carol Miller
Administrator II
Division of Economic Development
Department of Business and Economic Affairs
One Eagle Square
Concord, NH 03302
(603) 271-0252
carol.miller@livefree.nh.gov

Christopher S. Way
Deputy Director, Division of Economic Development
Department of Business and Economic Affairs
One Eagle Square
Concord, NH 03302
603-271-0139
christopher.way@livefree.nh.gov

Timothy H. White, AICP
Supervisor, Mobile Sources Section
Air Resources Division
New Hampshire Department of Environmental Services
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095
(603) 271-5552
timothy.white@des.nh.gov


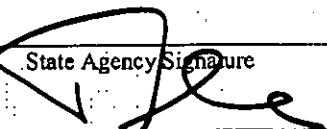
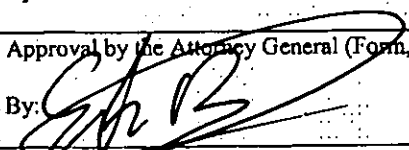
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

I. IDENTIFICATION:

1.1 State Agency Name Department of Business and Economic Affairs		1.2 State Agency Address 1 Eagle Square, Suite 100, Concord, NH 03301	
1.3 Contractor Name Plug In America		1.4 Contractor Address 6380 Wilshire Blvd, Suite 1000, Los Angeles, CA, 90048	
1.5 Contractor Phone Number 323-372-1236	1.6 Account Number 010-02200-22340000-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$25,000.00
1.9 Contracting Officer for State Agency Carol Miller		1.10 State Agency Telephone Number 603-271-0252	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Joel Levin, Executive Director	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] See attached Ack.			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Taylor Caswell, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 4/18/2019			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

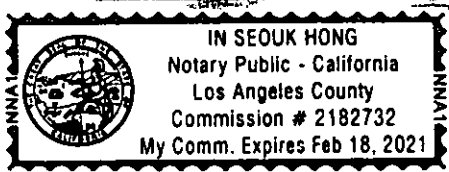
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On 3/29/2019 before me, In Seouk Hong Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Joel Levin
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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 [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Agreement/General Provisions Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)
Signer's Name: Joel Levin
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____
Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.


6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials
Date


13/29/19

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State; and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.


14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials

Date  3/29/19

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties; and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials

Date

JR
3/29/19

Exhibit A
Scope of Services

Following is the scope of work including the development of detailed strategies for NH, research of adoption rate trends and forecasts, addressing the impact of infrastructure investments in charging stations versus refueling, identifying current infrastructure and describing the anticipated needs and challenges, and delivering a strategic plan and a communication strategy which will be performed by Plug In America for the New Hampshire Department of Business and Economic Affairs (BEA), and the Division of Economic Development (DED) hereinafter referred to as BEA.

Time of Performance: The services of Plug In America shall commence upon Governor and Executive Council approval and be completed no later than June 30, 2019.

Personnel

- Plug In America shall secure all personnel required in performing the services under this contract agreement.
- All of the services required hereunder shall be performed by the Plug In America, under the BEA's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such work.

1. SCOPE of WORK

- 1.1 Work with BEA on visioning, goal setting, and strategies to be incorporated into the final plan.
- 1.2 Facilitate and incorporate public comment from stakeholders from various industries, demographics and regions of the state.
- 1.3 Research the nationwide use of electric vehicle technology and forecast the adoption rates for private and commercial vehicles, and public transportation in urban and rural markets.
- 1.4 Assess what other states are doing to grow the industry and how surrounding states in the Northeast might complement New Hampshire's approach.
- 1.5 Address how infrastructure will affect driver behavior and instill driver confidence in the availability and affordability of destination charging stations.
- 1.6 Include recommendations that policy makers should be made aware of when considering new approaches to educate consumers, and to create sustainable market demand.
- 1.7 Identify and address issues associated with ownership of charging stations and how the state can do more to maximize the availability of stations.
- 1.8 Describe the types of investment (public and private) that could enhance the development of charging stations.

JA
3/29/19

Exhibit A
Scope of Services (cont.)

- 1.9 Assess the impacts and issues related to destination based charging stations for residential markets at home and work, tourism travel, and commercial travel.
- 1.10 Deliver plan to BEA by June 30, 2019.

Exhibit B
Schedule and Payments

Contract Price:

Total contract price shall not exceed \$25,000.00

Plug In America shall submit invoices to BEA in two installments; the first invoice will be sent within 30 days after the execution of the contract and the second invoice will be sent upon completion date and delivery of the plan, but no later than June 30, 2019. The invoices shall be paid in accordance with state procedures, within 30 days after the receipt of the dated invoice.

All Plug In America invoices shall be submitted to Carol Miller at carol.miller@livefree.nh.gov.

CM

3/29/19

**Exhibit C
Special Provisions**

There are no special or additional provision to this contract.

Contractor Initials JA
Date 3/29/19

State of New Hampshire

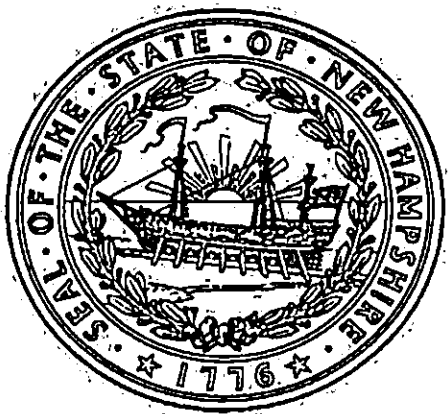
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PLUG IN AMERICA is a California Nonprofit Corporation registered to transact business in New Hampshire on March 22, 2019. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 814346

Certificate Number : 0004470143



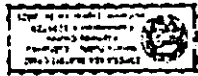
IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of March A.D. 2019.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

[Handwritten signature]



State of California, County of Alameda
 Subject and not known to be subject to a lien on this
 11th day of April 2019
 by Joel Levin K111
 and [unclear] who are and hereby are
 proved to be the true and lawful owners of the

Date: 4/17/19

Printed Name: Joel Levin

Signature: *[Handwritten signature]*
 Position: Plug In America Board President

This is to certify that Joel Levin has authority to sign contracts on behalf of Plug In America.

To Whom It May Concern,

April 18, 2019

Plug In America
 6350 Wilshire Blvd.
 Suite 1000
 Los Angeles, CA 90048

