



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU6205

This contract entered into this 10th day of December 2021, by NovaCHARGE hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From January 10, 2022 through January 9, 2023 with four (4) one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal THW-1127 dated August 23, 2021:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) Addendum 1, dated September 7, 2021 and Addendum 2, dated September 14, 2021
- (3) The Contractor's Proposal dated September 27, 2021 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated December 7, 2021.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

By: _____

(Signature)

J. OSCAR RODRIGUEZ

(Printed Name)

Title: CEO

PURCHASING AGENCY:

By: _____

(Signature)

Theresa H. Wuenschel

(Printed Name)

Title: Buyer Specialist

**RFP # THW-1127, Electric Vehicle Chargers
Negotiation Summary for NovaCHARGE**

12/7/21

Negotiation Summary

1. Contact information for NovaCHARGE, LLC:

William Rigsby, Head of Sales

Phone - (813)333-1119

Email – willrigsby@novacharge.net

2. Any procurement for networked chargers at institutions that have a specific single person gateway for technology will need to go back to that department for approval.

3. See Pricing Schedule attached. The University will only pay what's agreed upon in the pricing schedule. Therefore, pricing is set and there shall be no additional fees and/or expenses charged to the University without prior approval.

Category 1: Electric Vehicle Supply Equipment (EVSE), Hardware, Software, and Ancillary Services

EVSE Product Options 1) Level 1 Hardware 2) Level 2 Hardware 3) DCFC Hardware 4) Level 1 and Level 2 Hardware, 5) Level 2 and DCFC Hardware 6) Networked Software 7) Billing Services 8) Service Agreement 8) Other

[illegible]

NovaCHARGE	Networked Software		ChargeUP	5-Yr Commercial Network Services	per L2 port	n/a	n/a	n/a	n/a	n/a	n/a	\$ 1,400.00	n/a		15%	15%	15%	15%	15%	15%	15%	15%	n/a
											No. Software can be added at a later date. Software package is required if reporting or revenue collection is required.												
NovaCHARGE	DCFC Hardware		BTC	BTC 50kW Slim	2	480V	100	CHAdEMO & CCS	n/a	R		\$ 35,000.00		2	0%	0%	0%	0%	0%	0%	0%	0%	UL
											No. Software can be added at a later date. Software package is required if reporting or revenue collection is required.												
NovaCHARGE	DCFC Hardware		BTC	BTC 100kW AIO	2	208V		CHAdEMO & CCS	n/a	R		\$ 58,900.00		2	5%	5%	5%	5%	5%	5%	5%	5%	UL
											No. Software can be added at a later date. Software package is required if reporting or revenue collection is required.												
NovaCHARGE	DCFC Hardware		BTC	BTC 100kW AIO	2	480V		CHAdEMO & CCS	n/a	R		\$ 58,900.00		2	5%	5%	5%	5%	5%	5%	5%	5%	UL
											No. Software can be added at a later date. Software package is required if reporting or revenue collection is required.												
NovaCHARGE	DCFC Hardware		Efacec	QC45 UL	2	480V	100	CHAdEMO & CCS	n/a	R		\$ 32,500.00		2	0%	0%	0%	0%	0%	0%	0%	0%	UL
NovaCHARGE	Networked Software		ChargeUP	DCFC - 1-Yr Commercial Network Services	per DCFC	n/a	n/a	n/a	n/a	n/a	n/a	\$ 499.00	n/a	n/a	0%	0%	0%	0%	0%	0%	0%	0%	n/a
NovaCHARGE	Networked Software		ChargeUP	DCFC - 2-Yr Commercial Network Services	per DCFC	n/a	n/a	n/a	n/a	n/a	n/a	\$ 998.00	n/a	n/a	0%	0%	0%	0%	0%	0%	0%	0%	n/a
NovaCHARGE	Networked Software		ChargeUP	DCFC - 3-Yr Commercial Network Services	per DCFC	n/a	n/a	n/a	n/a	n/a	n/a	\$ 1,497.00	n/a	n/a	0%	0%	0%	0%	0%	0%	0%	0%	n/a
NovaCHARGE	Networked Software		ChargeUP	DCFC - 4-Yr Commercial Network Services	per DCFC	n/a	n/a	n/a	n/a	n/a	n/a	\$ 1,996.00	n/a	n/a	0%	0%	0%	0%	0%	0%	0%	0%	n/a
NovaCHARGE	Networked Software		ChargeUP	DCFC - 5-Yr Commercial Network Services	per DCFC	n/a	n/a	n/a	n/a	n/a	n/a	\$ 2,495.00	n/a	n/a	0%	0%	0%	0%	0%	0%	0%	0%	n/a
NovaCHARGE	Service Agreement			Maintenance Services Agreement for L2 Hardware	per L2	n/a	n/a	n/a	n/a	n/a	n/a	TBD	Levels of maintenance vary based on requested services. Pricing available upon request			0%	0%	0%	0%	0%	0%	0%	n/a

[illegible]

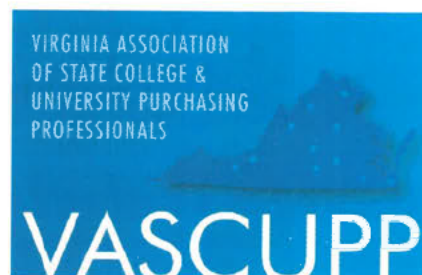


Request for Proposal

RFP# THW-1127

Electric Vehicle Chargers

August 23, 2021



REQUEST FOR PROPOSAL

RFP# THW-1127

Issue Date: 08/23/2021
Title: Electric Vehicle Chargers
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on Sept. 30, 2021 for Furnishing The Services Described Herein.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information And Clarification Should Be Directed To: TERRI WUENSCHER, Buyer Specialist, Procurement Services, wuenschth@jmu.edu; 540-568-7209; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

NovaCHARGE, Inc.

4201 Vineland Rd, Suite I-5

Orlando, FL 32811

Date: 09/27/21

Web Address: www.novacharge.net

Email: willrigsby@novacharge.net

By:


(Signature in Ink)

Name: William Rigsby

(Please Print)

Title: Head of Sales

Phone: (813) 333-1119

Fax #: (813) 569-0716

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 WR #2 WR #3 _____ #4 _____ #5 _____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

☒ YES; ☐ NO; IF YES ⇒ ☐ SMALL; ☒ WOMAN; ☒ MINORITY IF MINORITY: ☐ AA; ☒ HA; ☐ AsA; ☐ NW; ☐ Micro

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

REQUEST FOR PROPOSAL

RFP # THW-1127

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide Electric Vehicle Service Equipment (EVSE or EV chargers) for James Madison University (JMU), an agency of the Commonwealth of Virginia, and Virginia Clean Cities. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

II. BACKGROUND

Virginia Clean Cities is an affiliate of James Madison University. VCC's mission is to improve air quality and advance economic opportunity and energy security through deployment of alternative fuel vehicles and infrastructure, education programs, and other petroleum reduction activities. This proposal is intended to be used by James Madison University and other state and local government agencies as a cooperative contract.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

A. SCOPE OF PROPOSAL

JMU, on behalf of Virginia Clean Cities is requesting proposals from experienced and qualified Vendors that can provide equipment, corresponding software and networking, accessories, warranties, and deliveries required for networked and/or non-networked Electric Vehicle Service Equipment (EVSE or EV chargers). At least one unit must be able to service more than one (1) car simultaneously and we seeking to secure multiple options through this contract. Vendor may also provide proper EV parking signage or may submit plans for reconfiguration of any parking stalls for EV parking. In addition, Vendor will comply with all permitting, ADA and parking requirements.

B. TECHNICAL SPECIFICATIONS

Requested EVSE shall meet one or more of the following specifications and requirements, and detail which requirements are met:

- Level 1 charging capacity
- Level 2 charging capacity
- Direct Current Fast Charging (DCFC) charging capacity
- Option for self-retracting cables
- Comply with Society of Automotive Engineers J-1772 standard for EV charging plug connector dimensions and operational requirements.

- Listed by a Nationally Recognized Testing Lab for outdoor use.
- Enclosure Rating - NEMA 3R or better, per UL 50E
- Open Safety Ground Detection – continuously monitors presence of safety (green wire) ground connection
- Must comply with the current National Electric Code (NEC) Article 625 and related articles and tables.
- If networked, meter accuracy – +/- 2% from 2% to full scale (30A) with 15-minute interval recording
- If not networked, any capability to lock or RFID restrict access
- Compliance with National Electrical Code, FCC and other relevant regulations for safety and operation
- Comply with National Electric Manufacturer's Association Type 3R or 4 for outdoor enclosures.
- Operate in extreme temperature conditions. (-20 to +100 degrees F)
- Provide with the ability to assist with scheduling, metering, status and fault reporting, etc. (applies to L2 and L3 only).
- Minimum 20' cable length for level 1 and level 2 chargers
- Provide with field serviceable parts.
- The proposer shall indicate the number of ports per charger type.
- The proposer shall indicate if the charger will be installed on a pedestal or wall mounted.
- Compliance with the Americans with Disabilities Act (ADA)
- Applicable OSHA Regulations

C. NETWORKING AND INTEGRATION

For networked equipment, the Vendor will fully detail their network integration systems, including metering and payment systems, customer support systems, data-sharing detail, and other contract details.

Proposals shall contain detailed technical descriptions of charging stations proposed, including compliance with specifications listed above, energy delivery speed in volts, amps and kilowatts; and the useful life of all components and warranty information.

D. ENERGY MANAGEMENT

The charging station may present detail on:

- Provide a standards-based interface for energy management
- Metering capability to measure consumption for internal energy reporting needs.
- Ability to set (by port) allowed load based on percentage of current load or set a maximum load (kW)
- Ability to set an aggregate maximum load for a group of stations. The stations will self-manage to remain below the configured allowance with no additional physical hardware required.
- Report on Rolling Average Power (kW) and Peak Power (kW) with ability to export to Excel/CSV
- Report on Energy (kWh) by EVSE or by group of EVSE with ability to export to Excel/CSV

E. ADDITIONAL GUIDANCE

Additional resources, guidance, and information may be available from Department of General Services. Some entities are required to comply with the current Commonwealth of Virginia

Department of General Services Construction and Professional Services Manual (CPSM), Appendix G.

To achieve the desired outcome, utilization of the Statewide Job Order Contracts may complement the procurement.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and one (1) copy** of the entire proposal, **INCLUDING ALL ATTACHMENTS**. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - b. **One (1) electronic copy in WORD format or searchable PDF** (*CD or flash drive*) of the entire proposal, **INCLUDING ALL ATTACHMENTS**. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

No other distribution of the proposal shall be made by the Offeror.

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.
3. Proposal Preparation
 - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing

information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

- b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’s proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

Proposals should be as thorough and detailed as possible so that James Madison University may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

E. EVALUATION CRITERIA

Proposals shall be evaluated by James Madison University using the following criteria:

	<u>Points</u>
1. Quality of products/services offered and suitability for intended purposes	25
2. Qualifications and experience of Offeror in providing the goods/services	25

3. Specific plans or methodology to be used to perform the services	25
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	15
	<hr/> 100

AWARD TO MULTIPLE OFFERORS: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VII. GENERAL TERMS AND CONDITIONS

- A. **PURCHASING MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the

solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia

(available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability: \$100,000
 3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*
- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because

the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.

- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.

- Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in training on civility in the State workplace. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

- Z. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- AA. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a competitive sealed solicitation only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- BB. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except

as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

VIII. SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:	NovaCHARGE, Inc	9/30/2021	2:00pm
	Name of Offeror	Due Date	Time
	4201 Vineland Rd, Suite I-5	THW-1127	
	Street or Box No.	RFP #	
	Orlando, FL 32811	Electric Vehicle Chargers	
	City, State, Zip Code	RFP Title	
<u>Name of Purchasing Officer: TERRI WUENSCHER</u>			

The envelope should be addressed as directed on the title page of the solicitation.

The Offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in

this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.

- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual

disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or

institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- Q. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).
- R. AUTHORIZED DEALER: If not the sole manufacturer of a product or equipment, contractors must be authorized dealers, distributors, and/or resellers relative to the equipment, products, and services related to this contract.

IX. METHOD OF PAYMENT

The contractor will be paid based on invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers; we request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. Additional information is available online at:

<http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

X. PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs. The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

Specify any associated charge card processing fees, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to

<https://usa.visa.com/support/small-business/regulations-fees.html> and for questions <https://usa.visa.com/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf>.

INSTRUCTIONS FOR ATTACHMENT E

PRICING SCHEDULE RESPONSE FORM: Examples below. Excel sheets provided as an eVA attachment.

Category 1: Electric Vehicle Supply Equipment (EVSE), Hardware, Software, and Ancillary Services

Category 1: Electric Vehicle Supply Equipment (EVSE), Hardware, Software, and Ancillary Services														
EVSE Product Options 1) Level 1 Hardware 2) Level 2 Hardware 3) DCFC Hardware 4) Level 1 and Level 2 Hardware, 5) Level 2 and DCFC Hardware 6) Networked Software 7) Billing Services 8) Service Agreement 8) Other														
Vendor	EVSE Products*	If "Other" EVSE Product please list below	Manufacturer	Model Number	Number of Ports	Electrical Specs - volts	Required Amps, or range	Connector Compatibility	If "Other" Connector please specify below	Cords: Retractable or Manual	Require Software Package	Contract Price	Expected Annual Service Per Port	V. Len
Example	Level 2 Hardware		Example Co	CC123	1	208/240v	40	J1772	NA	M/R Options	No	\$700	\$50	

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

Attachment B: Small, Women, and Minority-owned Business (SWaM) Utilization Plan

Attachment C: Standard Contract Sample

Attachment D: Zone Map

Attachment E: Pricing Schedule Response Form (Excel document included as eVA attachment)

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing these types of goods and services.

Years 12 Months 10

3. REFERENCES: Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
Orlando Utilities Commission	11yrs	100 W Anderson Street Orlando, FL 32801	Eva Reyes (407) 434-4140
University of Florida	6yrs	The University of Florida Gainesville, FL 32611	Matthew Williams (352) 392-7578
Duke Energy Florida	3yrs	299 First Ave N, St. Petersburg FL 33701	Peter King (904) 536-9484
Tampa Electric Company	8yrs	800 N Ashley Drive Tampa, FL 33602	Kenneth Hernandez (813) 765-0142
North Florida TPO	6yrs	980 N Jefferson Street, Jacksonville, FL 32209	Marci Larson (904) 306-7513

4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

NovaCHARGE, Inc. 4201 Vineland Rd, Suite I-5, Orlando, FL 32811

5. RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA: Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

[] YES [X] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: NovaCHARGE, Inc

Preparer Name: William Rigsby

Date: 09/27/2021

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes X No

If yes, certification number: Certification date:

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes X No

If yes, certification number: Certification date:

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes X No

If yes, certification number: Certification date:

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes No X

If yes, certification number: Certification date:

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWaMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees AND no more than \$3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: James Madison University, RFP# THW-1127 Date Form Completed: 09/27/2021

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
for this Proposal and Subsequent Contract

Offeror / Proposer: NovaCHARGE, Inc 4201 Vineland Rd, Suite I-5, Orlando, FL 32811 William Rigsby (813) 333-1119
Firm Address Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)
No Subcontractors will be used	n/a	n/a	n/a	n/a	n/a

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

This contract entered into this _____ day of _____, 21____, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of

- (1) This signed form
- (2) The following portions of the Request for Proposals dated _____:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) List each addendum that may be issued
- (3) The Contractor's Proposal dated _____ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations summary dated _____.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

Zone 1

George Mason University (Fairfax)

Zone 4

University of Mary Washington (Fredericksburg)

Zone 7

Longwood University (Farmville)

Zone 2

James Madison University (Harrisonburg)

Zone 5

College of William and Mary (Williamsburg)

Old Dominion University (Norfolk)

Zone 8

Virginia Military Institute (Lexington)

Virginia Tech (Blacksburg)

Radford University (Radford)

Zone 3

University of Virginia (Charlottesville)

Zone 6

Virginia Commonwealth University (Richmond)

Zone 9

University of Virginia - Wise (Wise)



Request for Proposals# THW-1127

Electric Vehicle Chargers

PREPARED FOR:


James Madison University

Dated: September 27, 2021

Prepared by:

William Rigsby – NovaCharge, Inc.
willrigsby@novacharge.net
(813) 333-1119

COVER PAGE

RFP NUMBER: THW-1127
DATE: September 27, 2021
SUPPLIER NAME: NovaCharge, Inc
ADDRESS: 4201 Vineland Rd., Ste I-5,
Orlando, FL 32811
WEBSITE: www.novacharge.net
CONTACT NAME: William Rigsby
TITLE: Head of Sales
TELEPHONE NUMBER: (813) 333-1119
TOLL FREE: (866) 417-9995
MOBILE NUMBER: 
TELEFAX NUMBER: (813) 569-0716
EMAIL ADDRESS: willrigsby@novacharge.net

We appreciate the opportunity to present our company and our products to James Madison University.

About NovaCHARGE:

NovaCHARGE is a comprehensive “one-stop” solutions provider for EV charging infrastructure, founded in 2008. We are a focused provider of EV charging solutions and are committed to customer success by delivering:

- The highest quality EV infrastructure solutions available
- Uncompromising world-class design and installation services
- The most competitive prices available in the industry

We specialize in providing the right solution that best fits our customer’s charging needs, and in ensuring the highest levels of customer satisfaction. NovaCHARGE is a Florida Based company, and a 100% Minority, Woman-Owned Business.

Our deep expertise in the EV industry enables us to carefully curate the right combination of solutions from a variety of vendors to meet the varied needs of customer infrastructure deployments. Strong distribution agreements with key product manufacturers allow us to offer James Madison University the most competitive pricing in the industry. By not limiting our solution offerings to any one specific brand, we can work closely with our clients to customize solutions that maximize their expected ROI.

The NovaCHARGE team’s experience and industry knowledge enables us to provide our customers with the trusted advice they need to successfully deploy the right EV charging infrastructure.

Our focus on long-term customer success enables us to provide solutions that solve your EV charging needs today, while promoting the open standards needed to successfully deploy future-proof solutions that drive sustainable infrastructure costs. In addition, we are able to leverage our successful work with industrial, commercial, and utility customers, across the USA, to provide high quality deployments. As such, we hope to become James Madison University’s vendor of choice for all your EV charging needs.

NovaCHARGE Track Record of Customer Success

NovaCHARGE brings significant deployment experience in EV charging, and are considered thought-leaders in the industry, having deployed more Level-2 charging infrastructure in the Southeastern US than any other provider. We were the pioneers in “smart” charging, with the introduction of the industry’s first commercial networked charging products in 2008. The NovaCHARGE team successfully deployed the industry’s first commercial networked EV charging unit in the US, which was installed in July 2009 at a McDonalds restaurant in Cary, NC.

We are a highly efficient team and focused on major customer deployments across the USA. Thanks to the growing demand for EV infrastructure, we have successfully deployed thousands of EV solutions from Massachusetts to Oregon, and Florida to Hawaii. Our deployments span a variety of business-to-business customer segments, including:

- **Electric Utilities** – Duke Energy, PEPCO/Delmarva, FP&L, OUC, JEA, TECO, Gulf Power (now FPL), KUA, Seminole Electric Coop, FMEA.
- **Hospitality** - Ritz-Carlton, Rosen Resorts, Disney, SeaWorld, Legoland, NBC/Universal and were

selected as the sole preferred provider for Choice Hotels in 2018.

- **Workplace** - COX Enterprises, Turner Broadcasting, HSN, Fidelity Financial, Advent Health
- **Fleet/Transportation** - Manheim Auctions, DC-DOT, FDOT, City of Orlando, OUC, Hillsborough County, Pinellas County, City of St. Petersburg, Broward County, Orange County, Osceola County, City of West Palm Beach, City of Sarasota, Sarasota County, City of Winter Park, City of Kissimmee, North Florida Sales (Anheuser Busch) and many more.
- **Commercial Access** –Taubman Malls (Sarasota, Tampa, Orlando), Universities (USF, UF, FSU, HCC, Valencia State, Palm Beach State College, Rollins College)
- **Multi-family Housing / Multi-tenant Commercial** – CBRE, Jones-Lang-LaSalle, Post Properties, Lincoln Properties, Tampa Housing Authority, Crescent Apts (Charlotte, NC), Grove at GrandBay Condos (FL), Dwell (multiple locations)

Our notable major projects include:

- Duke Energy Park & Plug Program – Provided and installed more than 500 level 2 units at more than 250 sites throughout Duke territory in Florida. More than 40 DCFC installed as part of the program. Ongoing
- City of Orlando – provided and installed more than 100 units at more than 30 locations deployed throughout the City. Completion 3/31/2021
- Orlando Utilities Commission - more than 300 units deployed to date
- JEA - NovaCharge successfully completed the ChargeWell program, Phases 1 & 2 with JEA and the N FL TPO
- Florida Power and Light for whom we have been providing services and products since 2014. We were originally awarded a three-year contract and were honored when FPL extended it for an additional 3 years.
- NovaCharge also managed the highly successful ChargePoint America program in Washington DC, Orlando and Tampa Bay resulting in the deployment of over 600 charging stations and propelling Florida to a leadership position in EV infrastructure. All locations were sourced by NovaCharge, our value-added reseller network, and recommendations from our utility partners.
- In 2014, NovaCharge entered into a strategic partnership with Nissan to deploy DCFCs in Florida. As part of that agreement, we identified locations, and managed the deployment of charging infrastructure for Nissan to help grow the industry and drive sales of EVs. The success of that program resulted in an extension and expansion of the program for 2015 and 2016.

As a result of these and other significant customer deployments, NovaCHARGE is uniquely experienced in the identification, qualification, contracting (including DBRA), and fulfillment of large-scale EV deployments.

The NovaCharge team's experience in host site acquisition; our determination to find innovative ways to keep installation costs low and site desirability high; and our marketing team's engagement, will facilitate success for James Madison University.

Learning from the Industry to Offer the Best Solutions

As the EVSE industry has evolved, NovaCHARGE has diversified its product portfolio to meet the varied demands of our customers.

Over time, we found that customers who only deploy solutions from a single brand realized higher operating costs and longer downtime, with negative impacts to their brands. In addition to our world class NovaCHARGER product line, NovaCHARGE offers multi-vendor solutions to eliminate the frustrations of prior customers who found that:

- *Solutions from a single EV charging brand are insufficient* – The vast majority of hardware and software vendors offer solutions that only partially meet customer needs, and customers must shop elsewhere to complete their solutions.
- *Product Choice is Limited when selecting individual brands* – Customers are often limited in features and functionality when selecting single vendors. Solutions are subject to vendor strategies and their intentions on providing true support for Open Systems, thus risking “vendor lock-in”. Moreover, not all vendors innovate at the same pace, and customers may find that their current vendor is being out-innovated by faster, newer entrants.
- *Integrating an Open Standard Multi-Vendor System is Time Consuming* - Customers often find it taxing to take on the task of integrating hardware, software, and service components from multiple manufacturers. Specifically, purchasing directly from the manufacturers (where available) often results in poor or inadequate customer service; limited product choices; and delayed product availability.

Customers who pursue a single hardware brand or self-integrated multi-vendor environment, often find unexpected administrative challenges:

- Too many points of contact to resolve subsequent integration issues.
- Slower responsiveness and delays on issue resolution.
- Lack of knowledgeable local support for any installation, service problems or concerns – often major hardware vendors take an arms-length approach to third party installers.

Beyond this, selecting products from a single brand brings the added risk of manufacturers suddenly deciding to discontinue a key product or an entire product line (as recently experienced by customers of major brands GE, Eaton, and Schneider), with little recourse.

In contrast to single branded vendor solution providers: NovaCHARGE offers customers NovaCHARGE world class hardware and software solutions - and the ability to make the choices they need to implement robust EV infrastructure solutions today, with the flexibility to evolve their infrastructure using Open Systems that promote wider solution choices and avoid vendor lock-in.

Offering a Diverse Portfolio of Flexible & Relevant Solutions

At NovaCHARGE, we are committed to better serve our customers by being the “one-stop solution”

for EV infrastructure system design, sales, deployment, and service. From the earliest days of the industry, NovaCHARGE has promoted a standards-based, open access environment for charging.

In this rapidly evolving industry, NovaCHARGE can provide JMU with the freedom to select world-class products and services today - while ensuring that, you are able to make strategic moves to add new products or services as they emerge.

To that end, our proposed solutions allow JMU to select the best software that can manage all the products from a single administrative portal simplifying management of the installed base *and* the right hardware for the application. This enables JMU to keep installation costs low, and it ensures that, should product fail and require replacement, JMU can freely select from a host of options – leveraging NovaCHARGE as the single point of contact. We are able to offer JMU high-quality Open Standard deployments, based on a well-honed set of NovaCHARGE EV sales and support capabilities:

- *Widest Range of Open Standard product offerings* - To ensure product variety and freedom of choice, NovaCHARGE has opted to carry the highest quality products and is committed to innovating with new products to enable greater choices in cost and features for JMU (*Please see the Proposed EVSE Solutions list below*).
- *Reliable Ability to Supply* - In order to provide a diverse collection of products and services, NovaCHARGE has entered into strong distribution agreements with leading hardware and software providers. In addition, noting that not all hardware providers today can deliver the needs of every customer, we have opted to develop products and have introduced our own leading-edge products.
- *Deep Experience in EV Solutions Planning* - We can assist our customers by reviewing their current needs – site analysis, power availability, network coverage, and EV driver demographic impact – to ensure planning for future growth.
 - *Extended Experience in EV Solutions Deployment* - By leveraging our vast experience in customer deployments across the USA, we believe NovaCHARGE is well positioned as a complete service provider that can tailor EV solutions to meet your needs.
 - *Florida based design, engineering and support teams provide fast, expert, custom solutions, and services*
- We can customize cost-effective solutions by site, leveraging best of class solutions from our partners, while providing service, guidance, and support to keep installation costs low.
- We actively train and support a highly skilled collection of installation partners and value-added resellers. We can also readily train new partners at JMU's request, including JMU staff.

Enabling a Wide and Diverse Supplier Eco-system in Florida

- The opportunity to deploy NovaCHARGE products in the state of Florida has had a highly positive impact on NovaCHARGE and has also enabled a growing eco-system of Florida-

based suppliers, who have each been a critical part of ensuring the expansion EV charging infrastructure in our state.

- We have had a specific focus on leveraging local skills to build an eco-system of Florida-based companies who have become key suppliers to EV charging in the state. Several Florida-based Design Engineering companies that have been a key part of the NovaCharge new product design cycle. In addition, we have also employed several Florida-based licensed electrical contractors that have demonstrated the ability to deliver high-quality and cost-effective electrical design and installation services to enable EV Charging, as well as parking lot preparation companies.
- The diverse employees who work for these local Florida-based companies are gaining lasting EV charging technical design skills and deployment experience that will serve to drive continuous employment to benefit their families. Most of these jobs require highly skilled staff, often with technical degrees and certifications, who typically earn compensation above the average pay for employees in the State of Florida. We expect that the use of local suppliers for EV infrastructure products and deployments will continue to add a positive impact to Florida's tax base over the years to come.
- The impact of the work done by these companies in EV charging in Florida has been transformational for those involved. We feel it's important to point out that by selecting a Florida-based supplier such as NovaCharge, who can in-turn leverage a wide eco-system of local suppliers to deliver critical parts and services, the Buy Florida program can serve to create high paying jobs across the state.

Innovating to Meet Our Customer's Needs

NovaCHARGE Open Solutions – In 2013, the NovaCHARGE team realized that there were insufficient options for Open Systems EV solutions and began the work of defining products that would offer more customer choices and drive cost effective EVSE solutions. Basic (non-networked) products were first offered in 2014 and have sold briskly over the past few years. In late 2018, the NovaCHARGE team released our first Open Standard Networked product, based on OCPP 1.6J, the **NC7000**.

Over the years, NovaCharge has opted to carry the highest quality products, innovate with new products to address some of the market concerns, and, is positioned as a complete service provider tailoring the solution to meet our customer's needs. Our proposed solutions allow JMU to select the best hardware for the application, as well as software that can manage all the products from one portal. This makes managing your installed base easy and it ensures that, should product fail and require replacement, JMU can freely select from a host of options – all with only one robust platform and one point of contact.

To provide these products and services, NovaCharge has entered into strong distribution agreements with leading hardware and software providers, and, in addition, we have introduced our own leading-edge products. We train and support a highly skilled collection of installation partners and value-added resellers.

We are submitting the NovaCHARGER NC7000 and NC8000 (7kW and 19.2kW) hardware solution, our DCFC solutions from our partners, and our industry leading, second generation network, ChargeUP for consideration of the James Madison University RFP.



Our Solutions: NovaCharger NC7000 and NC8000

NovaCharger NC-7000s and 8000s are a diverse family of level 2 chargers available in basic, authenticated without network, authenticated with data collection, and fully OCPP networked configurations. This allows one look and feel, in a high-quality charger that can meet customer's diverse business models and charging needs.

Features:

- OCPP 1.6J
- 7.7 kW output
- WIFI, LTE, RFID
- The NC-7000 series boasts a sophisticated, compact design with a 25-foot cord, holster, and durable, hardened rubber J-1772 connector
- NEMA 4 – hurricane wind rated
- Solid State circuits for reliability
- UL and Energy Star
- Revenue grade utility meter
- Gateway can support up to 11 clients for low cost, easy scaling
- Remote configuration, diagnostics, updates and reporting
- Easy to use driver APPs for iOS and Android
- Touchless operation and remote-control authorization and start capable
- All aluminum, Universal pedestal is pre-drilled for easy installation of two units and their holsters
- Fully customized to reflect our customer's branding

- Designed for the most challenging of weather and high use situations
- Static load management
- Modular design for easy maintenance and low-cost repairs
- The longest warranty in the industry 4-years!

NC8000 units offer all of the features listed above for the NC7000, but also offer:

- Three load management options – Static, local and OCPP
- Industry leading Demand Response capabilities
- Multi-use functionality fleet/public – resident/guest etc.
- Expanded memory to accommodate large, non-networked, Fleet operations
- Higher Power output capabilities (coming in 2022) that can accommodate fleet vehicles, including school buses.

Major customers that have deployed the NovaChargers with confidence for many years include, Duke Energy, OUC, JEA, FPL, Ingles Grocery Stores, Edison Parking, Manheim/Cox, and Pepco.

These high-performance stations rival competitive models, at a fraction of the cost.

See Data sheets for complete product specifications and images.

Our Network Solution: ChargeUP

ChargeUP is a next-generation EV charging cloud solution that is designed to provide EV charging station owners with a more capable, scalable, reliable, and flexible charger Operations, Administration and Maintenance system that is driver friendly and promotes a wide variety of EV charging business models. By delivering a true Open Standards-based system, charging station owners are never locked into a predetermined and limited set of hardware from one or a few vendors. By enabling competitive hardware vendor selection, EV charging station owners can continue to expect the most competitive pricing, while ensuring fully functional EVSE system management.

NovaCHARGE was part of the technical advisory team that helped develop the network known today as ChargePoint. This type of first-generation proprietary EV charging management solutions served the early industry deployments well. Recognizing that as time progressed and the industry has matured, the NovaCharge team saw the need for a more capable, scalable, reliable, and customer friendly EV Charging system. Thus, we went back to the design table to create a new solution that would push the industry forward in multiple dimensions.

This time creating a second generation, comprehensive EV charging solution, ChargeUP, with the flexibility necessary to support the needs of high powered, multi-modal hardware, and the various stakeholders' interests. As strong advocates for open standards and seeing the tremendous need in the market to provide a networked solution that was prepared to handle emerging business models like CaaS, combined parking and energy dispensing business models; Demand Response management by both the utility and the private host; and future charging sponsorships and advertising models.

ChargeUP is ADR 2.0 & OCPP 1.6J compliant. It offers a multi-user management interface that allows the various stakeholders – unit owner, site owner, resident, driver – to each have their unique portal with secure individual logins, where their respective information and access is customized to meet their needs.

ChargeUP Features:

- Web-enabled, platform independent, virtual & secure user access
- Universal product interoperability
- Location aware EV hardware setup and management
- Support for driver access via mobile phone App and RFID fobs

We have a 24/7/365 Florida-based Network Operations Center with round the clock monitoring of all chargers, including remote diagnostics, software upgrades as well as user access and payment enablement services

Integrated Model – All chargers and locations managed by one organization. Roles based system that allows the diversity of assignments for administrative users.

Distributed Model – Enables native management & maintenance by the organization who manages the chargers directly to share many EV charging features (reports, pricing rules, access rules, power management rules) with a variety of “host” organizations, allowing them to each manage their specific drivers and chargers, with specific business models that have predefined permissions and access rights. High level pricing rules and usage rules are defined by the charger and by location, to create the most flexible management platform in the industry.

Multiple pay models offer the ability to apply usage rules for accounts, drivers, vehicles, and organizations. Designed for maximum diversity of business models, ChargeUP supports:

- kWh pricing and associated tax if applicable
- Parking pricing and associated tax if applicable
- Independent fee structures
- Schedule based access and pricing rules
- Support for mixed use models like fleet & public
- Easy pass-thru transaction fee option allows designation of driver paid or host paid
- Extensible report template that enables custom reports that can be created, shared and/or exported, by the various users
- Industry leading demand response controls and pricing
- Intuitive and flexible
- Revenue, cost, transaction, sustainability and usage reports

Payment Configurations

Smartphone and RFID allow easy access for all drivers.

The station manager, James Madison University, in this case, has full control over the pricing policies of the station. This includes the ability to decide which drivers (or groups of

drivers) pay which rate. Employees may pay one price (\$1 per hour for example), while corporate fleet vehicles charge for free, and guests/visitors pay \$1.50 per hour. Units are capable of credit card/RFID payment support and multiple business models. This includes but is not limited to: by KW, by time, or by session. JMU can set whatever pricing and usage controls desired on the units and can change that business model instantly on your network portals. In addition, JMU can also delegate pricing and usage rules setup to specific hosts, thus enabling complete flexibility in how chargers and locations are managed.

ChargeUP's distributed model also allows JMU, as station manager, to configure the portal to allow visibility to the site host or other third party designated and approved by JMU. One unique feature of ChargeUP, of great benefit to workplace customers, is that pricing schedules can be created to allow time of day and day-of-week based access policies. An example use of this feature may be to limit all stations to employee use from 8am to 8pm Monday to Friday, and open the stations up to everyone, for pay, during evenings and weekends.

Demand Response:

ChargeUP offers the industry's first, demand response solution that addresses the needs of the three major stakeholders, the utility, the location owner, and the driver.

For the utility, ChargeUP allows utilities to effectively manage infrastructure deployed in their service territories. Charger groupings enable the utility to manage an individual charger, or a group (ie. sub-station, transformer, service maps) to effect real-time load management.

For the location owner, ChargeUP allows the site host to create a schedule that allows the management of the energy dispensed, to control output during peak demand times. Thus, if you are a Dunkin Donuts owner, and you bake Monday thru Friday from 3:00AM – 6:00, you can create a schedule that would reduce output on the 150kW unit in your parking lot to a select percentage or a set maximum amount of kW, during those specific hours.

Drivers are offered a unique opportunity with ChargeUP. We recognize that sometimes it is necessary to charge quickly, and a reduced rate of power is not acceptable. To address that, ChargeUP enables utilities and location hosts to make tiered pricing an option for the driver. Thus, the driver can not only opt in or out of a DR event, but they can also opt to pay a higher rate, as set by the owner of the unit, to get the higher power they need. Think gas station, and the options drivers have for unleaded, mid-grade, or premium.

ChargeUP was designed with the understanding that the very high-power units entering the market necessitated a management platform that could:

- Control the high energy demands placed on the utilities
- Provide energy management at the host location to control costs
- Enable driver confidence in recharging reliability

Load Management:

The NovaCHARGER NC7000 and NC8000 units perform power management in three modes:

- Local Static Power Management Mode
- Local Dynamic Power Management Mode
- Remote Dynamic Power Management Mode

Local Static Power Mode Details:

- Once the Maximum Output is Set, the Unit Will Only Dispense at the Set Level
- Static Power Mode is Set at the Factory – Must Be Specified on Unit Order
- Amount Dispensed Can Be Adjusted in 1 Amp Increments – ranging from 6A to 32A
- Static Power Mode Can also Be Modified Remotely by NC Staff * requires Communication

Local Dynamic Power Mode Details:

- Gateway is Programmed with Size of Main Breaker - All Units Together Will Only Dispense to this Max Value
- Power is Uniformly Distributed Among the Number of Chargers Requesting Power.
- As an alternative to uniform load management, this mode can also be set to provide Full Power to arriving vehicles on a First Come, First Served basis
- A Minimum of 6A is Allocated to Each Charger in the Power Group – Main Breaker Size Must Accommodate
- Amount Dispensed By Each Can Be Adjusted in 1 Amp Increments – ranging from 6A to 32A
- Dynamic Power Mode Can Be Modified Remotely by NC Staff, but Requires a Hard Reboot to Change this configuration

Remote Dynamic Power Mode Details:

- The OCPP Central Server Tells Each Unit What to Dispense - All Units Together Will Only Dispense to a Max Value

- Power is Uniformly Distributed Among the Number of Chargers Requesting Power
- Amount Dispensed By Each Can Be Adjusted in 1 Amp Increments – ranging from 6A to 32A
- Dynamic Power Mode Can Only Be Modified Remotely by the ChargeUP Central Server and Power Rules can be set by either the Station Manager or the Host

Proposed DCFC EVSE Solutions:

In addition to our fully OCPP **NovaCharger** product options, NovaCharge is collaborating and partnering with the following companies in order to offer James Madison University **the most comprehensive solutions portfolio in the industry:**

ABB– A leader in high power DCFC, ABB offers unique solutions like 208V, 1P DCFC, 24 kW charging, as well as single pedestal DCFC in 90, 120 and 180 kW configurations. *(not quoted in the response; however, pricing is available if desired)*

BTC – We are partnering to present you with DCFC solutions that are completely OCPP. Current BTC/ NovaCharge customers include Duke, OUC and Pepco. *(Not all options quoted in this response; however, pricing is available if desired)*

EFACEC – We are partnering to present you with DCFC solutions that are completely OCPP. *(Not all options quoted in this response; however, pricing is available if desired)*

All of these solutions are fully detailed in the following sections and attached documentation

NovaCharge has deployed approx. 90 DCFC units throughout the State of Florida. The units are manufactured by BTC, EFACEC, ABB and Signet (NovaCHARGE is no longer representing Signet stations).

Lead times vary by product and manufacturer. As industry shortages continue, lead times are in the 20-24 weeks range for certain products. Some custom products may have significantly longer lead times.

The NovaCharge team is happy to discuss each solution in detail with JMU, upon request. All the units being recommended are of excellent quality construction, and the manufacturers have demonstrated their commitment to provide excellent support before, during and after installation.

DCFC units come in air-cooled and liquid cooled configurations. Some have very unique bases that make using a pre-existing site/pad, unusable – thus driving up installation costs. Maintenance is also a consideration as annual care is required for each type of unit.

NovaCharge can offer JMU units from 24kW to 400kW or more (not all variations of DCFCs

are quoted in the response). It may be a good consideration to purchase a unit capable of scaling up (albeit more expensive today) than purchasing 50kW units that will need to be rip and replaced when/if Cooperative Member decides to increase the output. For the purposes of comparing apples to apples, we have only provided pricing on standard 50kW and 100kW networked units for this RFP.

One reason we really like the BTC units is the ability to order the DCFC in either the 480V or the 208V configuration. In many of our installations, this highly affordable option has saved us from the cost of a much more expensive installation.

Detailed product spec sheets are attached for your review

EVSE Branding

NovaCharge will work with James Madison University to create a custom look for the units. The customizable panels will have instructions for the drivers and will promote the JMU or Cooperative Member's brand and recognition of chargers by drivers.



APPS

Free ChargeUP APPs for iOS and Android make it easy for drivers to locate and start using the NovaCharge units. Drivers simply download the APP, set up their accounts – it takes less than 5 minutes – and then simply scan the QR code on the unit and press “charge”. Electronic receipts detail driver fees. Drivers enjoy 365/24/7 US based support.

Installation (if desired):

NovaCharge manages every installation from beginning to end - site review and design,

engaging utility support when necessary; permitting; startup of the equipment; customization of the network; startup; and finally, customer training.

We assist our customers by reviewing their current needs - while planning for future growth; customizing a cost-effective solution using best of class solutions from our partners; and providing service, guidance, and support to keep installation costs low.

Moreover, NovaCharge remains your go to for maintenance and repairs, support and re-training as needed for the life of your equipment. NovaCharge will monitor all networked chargers and will alert customer of any issues. A NovaCharge technician will review the situation within 24 hours and perform diagnostics. NovaCHARGE support is 365/24/7.

In addition to our staff technicians, NovaCharge prefers to use our partner, local licensed electricians for installation and maintenance services. Our processes allow our customers to take advantage of the most competitive installation pricing available in our market.

NovaCharge Deployment Process



NovaCHARGE Proprietary Information Provided Under Mutual NDA

Once a location is identified, NovaCharge will perform a site survey to determine cellular connectivity, review site host preferences for locating the chargers, and contact our approved partner electricians. We will then meet with the electricians and the site hosts, design the site, determine, and convey the scope of work and collect quotes for the installation. Pricing is submitted for review and approval by Cooperative Member who will

approve the quote and send us an order to proceed. We will manage the installation to ensure that the unit is properly installed, we run safety diagnostics, we certify the installation for warranty, and lastly, we provision the units onto the network.

NovaCharge can manage very large numbers of installations simultaneously by:

- Spreading the work around to eliminate delays
- We help keep costs low by creating a competitive environment (if you only have one chosen installer, you may overpay for any “change orders”).
- We eliminate the issue of rate vs time by obtaining turnkey pricing from our different installers
- We provide continuity with local staff who know the site and specifics
- By using already preferred/approved installers, we are ready to start installations immediately with no need for vetting and vendor approval delays.
- Lastly, we help grow jobs and drive economic benefit which stays in our community

We know from our many years doing this that there is no “average installation”. You can have concrete to cut or bore under, or just sand or grass to trench. The costs are very different for each. Our model allows Cooperative Member to take advantage of the lowest cost regardless of the unique requirements of each site. There will be no change orders, cost overruns, or any of the other surprises that slow down installations and wreak havoc with budgets. NovaCharge projects are completed on time, within budget and with attention to detail to ensure our customer, your Cooperative Member, are pleased with our service and the final look of their charging site.

Site reviews are a critical part of each installation. Our experienced team members visit each site and take many factors into consideration. In addition to power availability, we consider the following: Drainage, lighting, pedestrian traffic, and ADA.

ADA – although not a requirement today, we take into consideration, and try to place chargers adjacent to ADA spaces to accommodate ADA drivers.

NovaCharge project managers ensure that units are always placed so as to meet ADA sit and reach requirements; that access around the unit meets ADA compliance; and any required safety bollards or wheel stops are located so as to allow access and as per ADA.

Turnkey Solution example below should this be desired:

Pavement markings and signage will be provided for all locations.



Project Tracking and Transparency:

Understanding the status of each site can be a challenge with large programs as coordinating site visits, submitting for permits with various different entities – with different requirements, scheduling utility work and electricians' work and product delivery can be frustrating without the proper project management tools.

NovaCharge Project management will provide Cooperative Member with near real time project status reporting via our customized site tracking Smartsheets. Each significant step in the process will be tracked and Cooperative Member's selected team members will have visibility throughout the deployment process.

To compliment the tool, NovaCharge will schedule weekly review meetings to ensure that installations proceed smoothly, and that all team members are aware of the status of each site.

Turnkey Solutions from NovaCHARGE



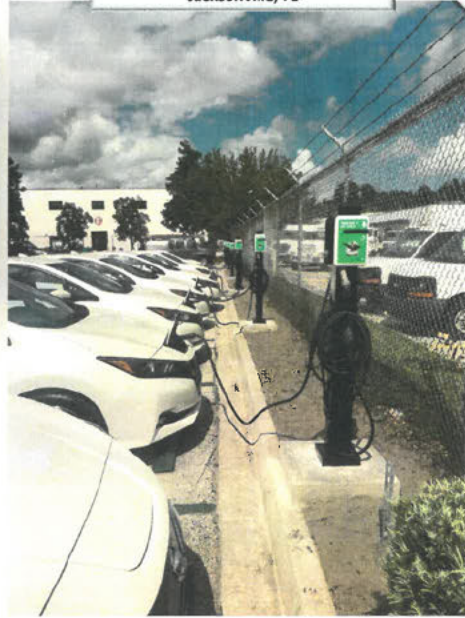
Brightfield Solar Array
Asheville, North Carolina



TechData Corporation
St Petersburg, FL



Anheuser Busch - N FL Sales
Jacksonville, FL



NovaCHARGE Proprietary Information Provided Under Mutual NDA

Recent notable projects include:

Duke Energy Park & Plug Program – Provided and installed more than 500 Level 2 units at more than 250 sites throughout Duke territory in Florida. More than 40 DCFC installed as part of the program.

Our responsibilities included complete project management from start to end. These include coordinating site surveys to competitively bidding electrical contractors to obtain the best price for Duke Energy. During the program, NovaCHARGE coordinated with Duke Energy staff on all aspects of the program which included weekly status updates as well as ensuring Duke Energy staff could access NovaCHARGE project management tracking tools at any given time. NovaCHARGE assigned a specific point of contact to Duke Energy for project management as well as a customer service and support agent. By assigning a specific person(s) to a customer leads for a timely resolution for any issues that might arise.

Orlando Utilities Commission - more than 300 Level 2 and DCFC units deployed since 2009. Multiple projects underway currently.

The partnership with OUC began in 2009 by providing OUC commercial Level 1 (120V) charging equipment for Toyota Prius PHEV converted vehicles. NovaCHARGE encouraged OUC to be a “hand raiser” for the ChargePoint America program launched in 2010, which brought over 200 ports to the Central Florida area. Since then, NovaCHARGE has provided OUC with a variety of EVSE equipment from Level 2 to DCFC stations from a variety of manufacturers. NovaCHARGE currently acts as both a hardware vendor and project manager for OUC projects involving EVSEs. NovaCHARGE competitively bids all projects involving installation as to provide best pricing to OUC. NovaCHARGE is also a partner with OUC for their commercial program.

City of Orlando – provided and installed more than 100 Level 2 units at more than 30 locations deployed throughout the City. Completion 3/31/2021.

In Summary –

NovaCHARGE was founded in 2008 and has been a leader in the industry for more almost 13 years. Our ownership structure is that we are 100% owned by our president, Helda Rodriguez, and are a Florida based, minority, and woman-owned business. We have a deep commitment to provide our customers with the best pricing, products, and services in the industry by driving efficiency in our business. We have focused our assets to developing new products, growing our network of trained sales, technical and installation personnel, and passing the savings through to our customers. We are a financially healthy, profitable company with double digit growth over the past three years – despite COVID delays in 2020.

We enjoy an excellent reputation with our customers, suppliers, sales partners, and installers (many of whom have been providing us with products and services for more than 10 years).

We are confident that when you contact our references, you will find that although we are small, we are mighty. We are singularly focused on providing our customers with the best EVSE purchasing, installation, and ownership experience. We have strategically grown our business, promoted clean transportation, and educated the market on the benefit of networked charging. It would be our great pleasure to work on your project.

We thank you for the opportunity to present our company and our products to you. We look forward to answering any questions you may have, and to potentially working with you to enhance the EV industry.

William Rigsby

Head of Sales, NovaCHARGE

EVSE Product Options 1) Level 1 Hardware 2) Level 2 Hardware 3) DCFC Hardware 4) Level 1 and Level 2 Hardware, 5) Level 2 and DCFC Hardware
6) Networked Software 7) Billing Services 8) Service Agreement 8) Other

 \bar{A}

NowCHARGE	Networked Software	ChargeUP	4 Yr Commercial Network Services	per 12 port	n/a	n/a	n/a	n/a	n/a	n/a	\$ 1,120.00	n/a		15%	15%	15%	15%	15%	15%	n/a
NowCHARGE	Networked Software	ChargeUP	5 Yr Commercial Network Services	per 12 port	n/a	n/a	n/a	n/a	n/a	n/a	\$ 1,400.00	n/a		15%	15%	15%	15%	15%	15%	n/a
NowCHARGE	DCFC Hardware	BTC	BTC 50kW Slim	2	480V	100	CHAdemo & CCS	n/a	R	No. Software can be added at a later date. Software package is required if reporting or revenue collection is required.	\$30,750.00	2	0%	0%	0%	0%	0%	0%	0%	UL
NowCHARGE	DCFC Hardware	BTC	BTC 100kW AIO	2	208V		CHAdemo & CCS	n/a	R	No. Software can be added at a later date. Software package is required if reporting or revenue collection is required.	\$55,000.00	2	5%	5%	5%	5%	5%	5%	5%	UL
NowCHARGE	DCFC Hardware	BTC	BTC 100kW AIO	2	480V		CHAdemo & CCS	n/a	R	No. Software can be added at a later date. Software package is required if reporting or revenue collection is required.	\$55,000.00	2	5%	5%	5%	5%	5%	5%	5%	UL
NowCHARGE	DCFC Hardware	Efficec	QC4S UL	2	480V	100	CHAdemo & CCS	n/a	R	No. Software can be added at a later date. Software package is required if reporting or revenue collection is required.	\$30,000.00	2	0%	0%	0%	0%	0%	0%	0%	UL
NowCHARGE	Networked Software	ChargeUP	DCFC - 3 Yr Commercial Network Services	per DCFC	n/a	n/a	n/a	n/a	n/a	n/a	\$ 499.00	n/a	n/a	0%	0%	0%	0%	0%	0%	n/a
NowCHARGE	Networked Software	ChargeUP	DCFC - 2 Yr Commercial Network Services	per DCFC	n/a	n/a	n/a	n/a	n/a	n/a	\$ 998.00	n/a	n/a	0%	0%	0%	0%	0%	0%	n/a
NowCHARGE	Networked Software	ChargeUP	DCFC - 3 Yr Commercial Network Services	per DCFC	n/a	n/a	n/a	n/a	n/a	n/a	\$ 1,497.00	n/a	n/a	0%	0%	0%	0%	0%	0%	n/a
NowCHARGE	Networked Software	ChargeUP	DCFC - 4 Yr Commercial Network Services	per DCFC	n/a	n/a	n/a	n/a	n/a	n/a	\$ 1,996.00	n/a	n/a	0%	0%	0%	0%	0%	0%	n/a
NowCHARGE	Networked Software	ChargeUP	DCFC - 5 Yr Commercial Network Services	per DCFC	n/a	n/a	n/a	n/a	n/a	n/a	\$ 2,495.00	n/a	n/a	0%	0%	0%	0%	0%	0%	n/a
NowCHARGE	Service Agreement		Maintenance Services Agreement for 12 Hardware	Per 12	n/a	n/a	n/a	n/a	n/a	n/a	TBD	Levels of maintenance vary based on requested services. Pricing available upon request.	0%	0%	0%	0%	0%	0%	0%	n/a

State of Florida

Woman & Minority Business Certification

NovaCharge, Inc

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
09/05/2021 to 09/05/2023



Jonathan R. Satter, Secretary
Florida Department of Management Services



NC7000 Series EV Charging Stations

Universal Product Interoperability

Open standards focus ensures compatibility.

Supports Flexible Business Models

Custom billing arrangements enable business agility.

Scalability that Promotes Reliability

Remote management guarantees worry-free operation.

Designed to exceed the expectations of everyone.

Proven to meet the demands of commercial organizations.

Intuitive Interface

- Clear Indicator Lights
- Informative Labels

Built on Open Standards

- OCPP 1.6J
- J-1772 Connector

Easy Installation

- Wall or Pedestal Mounting
- Engineered aluminum pedestal supports two units and their holsters
- High Velocity Wind Rated

Robust Communications

- Unlocked Cloud Options
- Authenticated: Without a Network
- RFID-enabled Authentication
- Networked Wi-Fi, Cellular

Rugged, Feature Rich Design

- All weather Housing - NEMA 4
- 25' Cord Option
- Hardened Rubber Connector
- Rust & Heat Damage Resistant
- Tamper Resistant Design



The NC7000 delivers flexible business model adoption.

Public Charging

- Fully Networked Charger
- RFID Card Enabled
- Standard OCPP Network
- Independent Billing
- Flexible User Controls
- Flexible Billing Terms
- User Authentication
- Power Select/Share
- 24 hr. Driver Support
- Web/App Visibility

MDU, Fleet & Workplace Charging

- RFID Card Enabled
- User Authentication
- Cloud Data Collection
- Low Operational Cost
- Authenticated Charging
- Resilient Transaction Preservation
- Cloud Outage Availability

Free-vend Public Charging

- Automatic Charging Mode
- Networked Cloud Options
- Free Charging Mode
- Optional Data Collection Mode
- Power Select Capable

Personal Residential Charging

- Automatic Free Charging
- Networked Cloud Options
- Demand Response
- Power Select capable
- Low Operational Cost
- WiFi Installation App

**Customize
a branded
faceplate.**

Network Options



**WAYS TO GET
IN TOUCH**



www.novacharge.net
sales@novacharge.net



US Toll Free (866) 417-9995
International: +1 (813) 333-1119
Fax: (813) 569-0716

NC7000 SERIES SPECIFICATIONS – US & Canada

Electrical Specifications

Charging Connector	SAE J1772 Type 1- with Hardened Rubber Wrap for Heavy-Duty Use
Input Power - Standard	208/240VAC, Single Phase, 32A
Input Power - Custom	208/240VAC, Single Phase, With Reduced Power Options
Installation Type	Hard-Wired or Optional NEMA 6-50 Plug
Frequency	60Hz
Output Power	7.68kW (240VAC@32A)
Metering Accuracy	Embedded $\pm 2\%$

Network & Administrative Support

Network Services Support	OCPP and Non-Cloud Options Available
Unlocked Network Selection	Supports On-the-Fly Network Change-Over
Standards-based EVSE Control	OCPP 1.6J (Open Standard Protocol as Defined by OCA)
Demand Response	OpenADR (Requires Central Server Open ADR Support)
Secure Administrative Channel	Provides In-Band Communications
Remote Diagnostics Capable	Secure In-Band & Out-of-Band Diagnostic Services

Communications & Interfaces

Wi-Fi	802.11 b/g/n
Cellular	4G-LTE Category 1 [AT&T, T-Mobile or Verizon]
RFID/NFC	ISO 14443 A/B-ISO 15693 -NFC; NEMA Interoperability Protocol
Cellular Signal Requirements	AT&T/T-Mobile: RSRP > -90dBm; Verizon: RSRP > -90dBm & RSRQ > -10dBm

Material Specifications

Dimensions	11.14" x 7.56" x 3.11"
Enclosure Rating / Impact Res.	NEMA 4 / IK10
Impact Resistance	IK10
Charging Cable Length	18 ft. & 25 ft. Options
Mounting Type	Wall Mount & Bollard Mount (Optional)
Display	116mm x 8.5mm, 5.57mm Character Height, 5 x 8 Dot Matrix, OLED 20x2
Light Indicators	Green: Ready; Blue: Charging; Red: Service
Holster for connector	Click-In Holster for J-1772

Environmental & Safety Specifications

Operating Temperature	-22°F to +122°F (-30°C to +50°C)
Storage Temperature	-40°F to +158°F (-40°C to +70°C)
Operating Humidity	95% RH non-condensing
Safety Compliance	UL Listed for USA, cUL Certified for Canada
	UL 50/991/1449/1998/2231/2594
	FCC Part 15B/15.247 (Wi-Fi) / FCC Part 15.225 (RFID)
	Overload Protection & Ground Fault Detection

NC7000 SERIES LIMITED WARRANTY

NovaCHARGE warrants that this product shall be free of defects in materials and workmanship under normal use for a period of four (4) years (Commercial) or three (2) years (Residential) from the date of delivery. For complete warranty information, contact NovaCHARGE at info@NovaCHARGE.net.



Request for Proposal

RFP# THW-1127

Electric Vehicle Chargers

August 23, 2021



REQUEST FOR PROPOSAL

RFP# THW-1127

Issue Date: 08/23/2021
Title: Electric Vehicle Chargers
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on Sept. 30,2021 for Furnishing The Services Described Herein.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information And Clarification Should Be Directed To: TERRI WUENSCHER, Buyer Specialist, Procurement Services, wuenschth@jmu.edu; 540-568-7209; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Date: _____

Title: _____

Web Address: _____

Phone: _____

Email: _____

Fax #: _____

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1_____ #2_____ #3_____ #4_____ #5_____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

☐ YES; ☐ NO; *IF YES* ⇒⇒ ☐ SMALL; ☐ WOMAN; ☐ MINORITY ***IF MINORITY*** ☐ AA; ☐ HA; ☐ AsA; ☐ NW; ☐ Micro

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

REQUEST FOR PROPOSAL

RFP # THW-1127

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide Electric Vehicle Service Equipment (EVSE or EV chargers) for James Madison University (JMU), an agency of the Commonwealth of Virginia, and Virginia Clean Cities. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

II. BACKGROUND

Virginia Clean Cities is an affiliate of James Madison University. VCC's mission is to improve air quality and advance economic opportunity and energy security through deployment of alternative fuel vehicles and infrastructure, education programs, and other petroleum reduction activities. This proposal is intended to be used by James Madison University and other state and local government agencies as a cooperative contract.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

A. SCOPE OF PROPOSAL

JMU, on behalf of Virginia Clean Cities is requesting proposals from experienced and qualified Vendors that can provide equipment, corresponding software and networking, accessories, warranties, and deliveries required for networked and/or non-networked Electric Vehicle Service Equipment (EVSE or EV chargers). At least one unit must be able to service more than one (1) car simultaneously and we seeking to secure multiple options through this contract. Vendor may also provide proper EV parking signage or may submit plans for reconfiguration of any parking stalls for EV parking. In addition, Vendor will comply with all permitting, ADA and parking requirements.

B. TECHNICAL SPECIFICATIONS

Requested EVSE shall meet one or more of the following specifications and requirements, and detail which requirements are met:

- Level 1 charging capacity
- Level 2 charging capacity
- Direct Current Fast Charging (DCFC) charging capacity
- Option for self-retracting cables
- Comply with Society of Automotive Engineers J-1772 standard for EV charging plug connector dimensions and operational requirements.

- Listed by a Nationally Recognized Testing Lab for outdoor use.
- Enclosure Rating - NEMA 3R or better, per UL 50E
- Open Safety Ground Detection – continuously monitors presence of safety (green wire) ground connection
- Must comply with the current National Electric Code (NEC) Article 625 and related articles and tables.
- If networked, meter accuracy – +/- 2% from 2% to full scale (30A) with 15-minute interval recording
- If not networked, any capability to lock or RFID restrict access
- Compliance with National Electrical Code, FCC and other relevant regulations for safety and operation
- Comply with National Electric Manufacturer’s Association Type 3R or 4 for outdoor enclosures.
- Operate in extreme temperature conditions. (-20 to +100 degrees F)
- Provide with the ability to assist with scheduling, metering, status and fault reporting, etc. (applies to L2 and L3 only).
- Minimum 20’ cable length for level 1 and level 2 chargers
- Provide with field serviceable parts.
- The proposer shall indicate the number of ports per charger type.
- The proposer shall indicate if the charger will be installed on a pedestal or wall mounted.
- Compliance with the Americans with Disabilities Act (ADA)
- Applicable OSHA Regulations

C. NETWORKING AND INTEGRATION

For networked equipment, the Vendor will fully detail their network integration systems, including metering and payment systems, customer support systems, data-sharing detail, and other contract details.

Proposals shall contain detailed technical descriptions of charging stations proposed, including compliance with specifications listed above, energy delivery speed in volts, amps and kilowatts; and the useful life of all components and warranty information.

D. ENERGY MANAGEMENT

The charging station may present detail on:

- Provide a standards-based interface for energy management
- Metering capability to measure consumption for internal energy reporting needs.
- Ability to set (by port) allowed load based on percentage of current load or set a maximum load (kW)
- Ability to set an aggregate maximum load for a group of stations. The stations will self-manage to remain below the configured allowance with no additional physical hardware required.
- Report on Rolling Average Power (kW) and Peak Power (kW) with ability to export to Excel/CSV
- Report on Energy (kWh) by EVSE or by group of EVSE with ability to export to Excel/CSV

E. ADDITIONAL GUIDANCE

Additional resources, guidance, and information may be available from Department of General Services. Some entities are required to comply with the current Commonwealth of Virginia

Department of General Services Construction and Professional Services Manual (CPSM), Appendix G.

To achieve the desired outcome, utilization of the Statewide Job Order Contracts may complement the procurement.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and one (1) copy** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - b. **One (1) electronic copy in WORD format or searchable PDF** (*CD or flash drive*) of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

No other distribution of the proposal shall be made by the Offeror.

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.
3. Proposal Preparation
 - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing

information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

- b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’s proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

Proposals should be as thorough and detailed as possible so that James Madison University may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

E. EVALUATION CRITERIA

Proposals shall be evaluated by James Madison University using the following criteria:

	<u>Points</u>
1. Quality of products/services offered and suitability for intended purposes	25
2. Qualifications and experience of Offeror in providing the goods/services	25

3. Specific plans or methodology to be used to perform the services	25
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	15
	<hr/> 100

AWARD TO MULTIPLE OFFERORS: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VII. GENERAL TERMS AND CONDITIONS

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the

solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
 - L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
 - M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
 - N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia

(available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability: \$100,000
 3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*
- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because

the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
 2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
 3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.

- Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in training on civility in the State workplace. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

- Z. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth’s excise tax exemption registration number is 54-73-0076K.
- AA. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a competitive sealed solicitation only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- BB. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except

as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

VIII. SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:			
	Name of Offeror	Due Date	Time
	Street or Box No.		RFP #
	City, State, Zip Code		RFP Title
Name of Purchasing Officer:			

The envelope should be addressed as directed on the title page of the solicitation.

The Offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing

and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.

- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No

modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right,

subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.

- P. **ADVERTISING**: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- Q. **ELECTRICAL EQUIPMENT STANDARDS**: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).
- R. **AUTHORIZED DEALER**: If not the sole manufacturer of a product or equipment, contractors must be authorized dealers, distributors, and/or resellers relative to the equipment, products, and services related to this contract.

IX. METHOD OF PAYMENT

The contractor will be paid based on invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers; we request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. Additional information is available online at:

<http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

X. PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs. The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

Specify any associated charge card processing fees, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to

<https://usa.visa.com/support/small-business/regulations-fees.html> and for questions <https://usa.visa.com/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf>.

INSTRUCTIONS FOR ATTACHMENT E

PRICING SCHEDULE RESPONSE FORM: Examples below. Excel sheets provided as an eVA attachment.

Category 1: Electric Vehicle Supply Equipment (EVSE), Hardware, Software, and Ancillary Services

Category 1: Electric Vehicle Supply Equipment (EVSE), Hardware, Software, and Ancillary Services														
EVSE Product Options 1) Level 1 Hardware 2) Level 2 Hardware 3) DCFC Hardware 4) Level 1 and Level 2 Hardware, 5) Level 2 and DCFC Hardware, 6) Networked Software 7) Billing Services 8) Service Agreement 8) Other														
Vendor	EVSE Product*	If "Other" EVSE Product please list below	Manufacturer	Model Number	Number of Ports	Electrical Specs - volts	Required Amps, or range	Connector Compatibility	If "Other" Connector please specify below	Cords: Retractable or Manual	Require Software Package	Contract Price	Expected Annual Service Per Port	Warranty
Example	Level 2 Hardware		Example Co	CC123	1	208/240v	40	J1772	NA	M/R Options	No	\$700	\$50	

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

Attachment B: Small, Women, and Minority-owned Business (SWaM) Utilization Plan

Attachment C: Standard Contract Sample

Attachment D: Zone Map

Attachment E: Pricing Schedule Response Form (Excel document included as eVA attachment)

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. **QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing these types of goods and services.

Years _____ Months _____

3. **REFERENCES:** Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
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4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

5. **RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA:** Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

[] YES [] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: _____ **Preparer Name:** _____

Date: _____

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWaMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWaM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWaM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees **AND** no more than \$3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWaM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)
Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: _____

Date Form Completed: _____

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
for this Proposal and Subsequent Contract

Offeror / Proposer:

Firm

Address

Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. _____

This contract entered into this _____ day of _____ 21, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposals dated _____:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) List each addendum that may be issued
- (3) The Contractor's Proposal dated _____ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations summary dated _____.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

<u>Zone 1</u> George Mason University (Fairfax)	<u>Zone 2</u> James Madison University (Harrisonburg)	<u>Zone 3</u> University of Virginia (Charlottesville)
<u>Zone 4</u> University of Mary Washington (Fredericksburg)	<u>Zone 5</u> College of William and Mary (Williamsburg) Old Dominion University (Norfolk)	<u>Zone 6</u> Virginia Commonwealth University (Richmond)
<u>Zone 7</u> Longwood University (Farmville)	<u>Zone 8</u> Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)	<u>Zone 9</u> University of Virginia - Wise (Wise)



September 7, 2021

ADDENDUM NO.: One

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# THW-1127**
Dated: **8/23/21**
Commodity: **Electric Vehicle Chargers and Installation**
RFP Closing On: **September 21,2021 @ 2:00 p.m.**

Please note the clarifications and/or changes made on this proposal program:

- 1. QUESTION: Is this RFP for charging infrastructure on the main university campus or is in support of a regional/national project led by Virginia Clean Cities?**

ANSWER: There are not any specific locations on campus and this would also be for off-campus use as any agency or institution that has cooperative purchasing authority can utilize this contract once in place. This cooperative RFP can also be used by localities and state agencies for other projects.
- 2. QUESTION: Will the price be per type for the charging station? Will final quantity be determined later on?**

ANSWER: Price is requested per type for charging stations, along with specifications and detail for that equipment.
- 3. QUESTION: For installation what is the distance from the panel to the location where you want to set your stations?**

ANSWER: There are not any specific locations at this time, and this does not allow us to provide detail for panel to charging location.
- 4. QUESTION: Are the electric vehicle chargers intended for use by the general public?**

ANSWER: Charging stations are requested for the general public as well as charging stations that may be used only by public agency fleet vehicles at designated or locked facilities.

MSC 5720
752 Ott Street, Room 1042
Wine Price Building
Harrisonburg, VA 22807
Office of 540.568.3145 Phone
PROCUREMENT SERVICES 540.568.7935 Fax

5. QUESTION: **What is the estimated size of the project?**

ANSWER: Project has limited funds for approximately six (6) L2 fleet EV charger pilot for state agencies, which would be done offsite throughout the Commonwealth. Procurement seeks to receive significant additional detail for charging options for fleet and public charging stations throughout the Commonwealth.

6. QUESTION: **How many Level 2 and DCFC charging sites are meant to be constructed as a result of this project?**

ANSWER: The procurement also welcomes cost and contract details for other municipalities or agencies to utilize, including siting of numerous L2 or DCFC chargers.

7. QUESTION: **Is the scope of work for a Level 2 or Level 3 Charging Stations?**

ANSWER: The scope is for Level 1, Level 2 and DCFC charging stations and other services.

8. QUESTION: **Can you confirm that you are seeking (1) Dual-port Charging Station?**

ANSWER: The RFP is seeking pricing on various EV charging station technologies and configurations.

Signify receipt of this addendum by initialing “*Addendum #1* _____” on the signature page of your proposal.

Sincerely,

Terri Wuenschel
Buyer Specialist
Phone: 540-568-7209



September 14, 2021

ADDENDUM NO.: Two

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# THW-1127**
Dated: **8/23/21**
Commodity: **Electric Vehicle Chargers**
RFP Closing On: **September 30, 2021 @ 2:00 p.m.**

Please note the clarifications and/or changes made on this proposal program:

1. **QUESTION:** Does JMU currently have charging stations installed for the public, fleet use or for employees i.e., workplace charging? We would appreciate any information on existing chargers and networks in place to ensure we meet specifications, and if our chargers need to be compatible with existing networks.

ANSWER: JMU has some non-networked electric vehicle chargers at affiliate locations but does not have any networked chargers, the current equipment is J1772 standard level 2 equipment.

2. **QUESTION:** How important is cable retraction i.e., to keep cables off the ground to protect EV drivers and pedestrians from tripping, while meeting ADA (no obstacles in the pathway), and OSHA safety rules at the workplace (no cables over 50V allowed on the ground).

ANSWER: Cable Retraction is optional.

3. **QUESTION:** Will the "on charger" +/- 2% meter accuracy data require a display, and or to display on a mobile app, and back office charger network screens. Is VA authorizing private entities to charge for kilowatts VS time?

ANSWER: There are not any specific locations at this time, and this does not allow us to provide detail for panel to charging location.

MSC 5720
752 Ott Street, Room 1042
Wine Price Building
Harrisonburg, VA 22807
Office of 540.568.3145 Phone
PROCUREMENT SERVICES 540.568.7935 Fax

4. QUESTION: **Will the equipment (charger, display) be required to be Handbook 44 (NIST) compliant?**

ANSWER: We ask for compliance for sale and operation in Virginia and do welcome chargers that have no display, there may be situations where metered electricity can be done off the unit and where the specific tolerances of Handbook 44 (NIST) are not needed.

5. QUESTION: **Will each location require secure access to chargers e.g., RFID card, mobile app, and would these credentials need to be mapped to the payment feature to track each employees charge session and history?**

ANSWER: No, but there will be many locations that may require this.

6. QUESTION: **What utility serves the university?**

ANSWER: JMU is served by Harrisonburg Electric Commission but there may be charger deployments under this contract elsewhere in the Commonwealth through a range of utilities.

7. QUESTION: **Will chargers be used for any light duty fleet vehicles?**

ANSWER: Light duty North-American market electric and plug-in hybrids would utilize these chargers.

8. QUESTION: **Are connectivity requirements limited to cellular or may Ethernet be employed where appropriate? Are there any IT restraints on either method of network communication?**

ANSWER: Each site may have different constraints, cellular and ethernet connection and replaceable networking modules are of particular interest as we expect cellular networks to continue to improve and for old bandwidth to be retired.

Signify receipt of this addendum by initialing “*Addendum #2*_____” on the signature page of your proposal.

Sincerely,

Terri Wuenschel
Buyer Specialist
Phone: 540-568-7209