



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU6206

This contract entered into this 10th day of December 2021, by Independent Lighting 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: Brian Strangways
 (Signature)
Brian Strangways
 (Printed Name)
 Title: President

PURCHASING AGENCY:
 By: Theresa H. Wienschel
 (Signature)
Theresa H. Wienschel
 (Printed Name)
 Title: Buyer Specialist

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

12/7/21

Negotiation Summary

1. Contact information for Independent Lighting:

Contact: Rabih Michael, General Manager

Phone - (757) 468-5448

Email – r.michael@independentlighting.com

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

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	Warranty Length (years)	Tiered Bulk Discount % off Contract Price							3rd Party Certification Company		
															1-5 Units	6-10 Units	11-20 Units	21-30 Units	31-50 Units	51-75 Units	76-100 Units		>100 Units	
Independent Lighting	50 kW DC Fast Charger		BTCPower		2	208/480v	200/100	CHAdEMO & SAE J1772 Combo		Cord Retractor on top – (Lanyard retractor)	yes	\$31,250 00	Refer to end of this page: "Annual Service"	3							10-15%	10-15%	TBD	UL2202, UL2231-1, UL 2594, UL 2202
Independent Lighting	Multi-standard DC charging station		ABB	Terra 53 multi-standard DC charging station	2	480V	75	Combo-1 / CHAdEMO		Retractors	YES	\$27,700 00	Refer to end of this page "Annual Service"	3							10-15%	10-15%	TBD	c UL us
Independent Lighting	Level 2 Hardware		BTCPower	EVP-2002-30-P-001, EVP-RETR-000 (2)	2	240V AC	30	J1772		Retractors	YES	\$ 5,250 00	Refer to end of this page "Annual Service"	3							10-15%	10-15%	TBD	ETL cer fied for USA and cUL cer fied for Canada; complies with UL 2594, UL 2231-1, UL 2231-2, and NEC Ar cle 625, EMC: FCC Part 15 Class A
Independent Lighting	Level 2 Hardware		EVBox	B2320-D15063-EVC-04.2 (2) - Businessline Single 290151 (2) - Two Retractor Boxes 290152D - Retractor Pole for BusinessLine	2	240V AC	32	J1772		retractors	yes	\$ 4,965 00	Refer to end of this page "Annual Service"	3							10-15%	10-15%	TBD	Energy Star UL, cUL, CE,UL, cUL, CE
Independent Lighting	Networked Software		EV CONNECT	Optimize Level2 per plug (3 years contract)								\$ 1,810 00		3										For Features please refer to page 12& 13
Independent Lighting	Networked Software		EV CONNECT	Optimize DCFC per STATION (3 years contract)								\$ 1,810 00		3										For Features please refer to page 12& 13
Independent Lighting	Networked Software		EV CONNECT	OPERATE Level2 per plug (3 years contract)								\$ 1,081 00		3										For Features please refer to page 12& 13

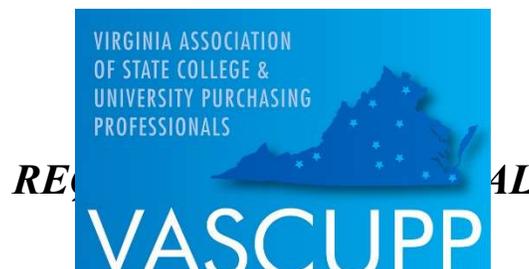
All credit card payments will be processed for the station owner under Operate & optimize. For doing so, we take 3% of station revenue to cover our transaction fees. The other 97% of station revenue is distributed back to the station owner automatically, on a quarterly basis.



RFP# THW-1127

Electric Vehicle Chargers and Installation

September 27th, 2021



Issue Date: 08/23/2021
Title: Electric Vehicle Chargers and Equipment
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, wuenscth@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:

Independent Lighting

873 Seahawk Circle

Virginia Beach, VA 23452

By:



(Signature in Ink)

Name:

Rabih Michael

(Please Print)

Date:

Title:

General Manager

Web Address:

www.independentlighting.com

Phone:

757-468-5448

Email:

r.michael@independentlighting.com

Fax #:

757-468-1514

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 RM #2 RM #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

INDEPENDENT LIGHTING'S PROPOSAL FOR

RFP # THW-1127

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to be awarded 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, and establish a mutually beneficial business relationship. We aim to obtain all offered renewals.

II. BACKGROUND

Locally owned and operated, Independent Lighting has been providing lighting solutions and technologies for over 35 years. With the increasing emphasis on sustainability, energy savings, and increased efficiencies, we are proud to deliver lighting and energy solutions that maximize all three. To expand our sustainable energy solution offerings, we partnered with EV Connect to provide state of the art, universal EV chargers and technology. Over the last 10 years, EV Connect has developed and deployed the world's most open platform for managing the EV ecosystem.

Per Section V, paragraph B, subsection 6, Independent Lighting has had no sales during the last twelve months with any VASCUPP Member.

III. TECHNICAL CAPABILITIES AND SPECIFICATIONS

A. TECHNICAL SPECIFICATIONS

Our EVSE offerings meet the below specifications and requirements:

- 💡 Level 2 charging capacity
- 💡 Direct Current Fast Charging (DCFC) charging capacity
- 💡 Option for self-retracting cables
- 💡 Compliance 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
- 💡 Compliance 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
- 💡 Compliance with National Electrical Code, FCC and other relevant regulations for safety and operation
- 💡 Compliance with National Electric Manufacturer's Association Type 3R or 4 for outdoor enclosures.
- 💡 Able to operate in extreme temperature conditions. (-20 to +100 degrees F)
- 💡 Provide the ability to assist with scheduling, metering, status, and fault reporting, etc. (applies to L2 and L3 only).

- 💡 Provide Minimum 20' cable length for level 1 and level 2 chargers
- 💡 Provide with field serviceable parts.
- 💡 Available in single-plug or dual-plug configurations.
- 💡 Chargers are available to be installed on a pedestal or wall mounted.
- 💡 Compliance with the Americans with Disabilities Act (ADA).
- 💡 Compliance with applicable OSHA regulations.

B. NETWORKING AND INTEGRATION

For networked equipment, the following features are available: access control, iOS/android apps for drivers, 24/7 driver support, live station status view, OCPP/OCPI, charge price control, dashboard view of station activity, station health reports, personal usage reports for drivers, trouble ticket management, and use, performance, and sustainability reports. Further access, pricing, and performance features available with the Optimize package. Please refer to pages **12** and **13** for more detailed information.

D. ENERGY MANAGEMENT

The proposed charging stations provide detail on the below:

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

Electric Vehicle Charging Infrastructure Terra 53 multi-standard DC charging station

The Terra 53 multi-standard DC charging station is a configurable single or dual port 50 kW fast charging station. Its flexible multi-protocol design allows Combo (C), CHAdeMO (J) or dual functionality (CJ) depending on the charging needs of each customer. Designed for the “charge and go” segment, the Terra 53 multi-standard DC charging station is ideal for use at car dealerships, fuel stations and high turnover parking applications.

The Terra 53 multi-standard DC charging station combines industry standardization with fast charging technology to support the next generation of electric vehicles. Its multi-protocol design allows for easy tailoring to support SAE Combo (CCS) and CHAdeMO 1.0 for DC fast charging. Seamless integration with several payment and billing platform solutions enables easy and secure payments via smartphone and/or RFID card. The Terra 53 multi-standard DC charging station's smart connectivity allows remote monitoring, maintenance and functional upgrades that provide customers with the tools necessary to gather granular usage statistics and reports.

Main features

- DC standard fast charging station
 - 30 to 80% in 15 minutes
- Single outlet units field-upgradable
- Web connected and future proof
 - Remote assistance, management and servicing
 - Smart software upgradeability
- Easy to use
 - 8" daylight readable touch screen display
 - Display charging progress
 - RFID authorization
- Aesthetic design and all weather steel housing
- Quick and easy installation
- Low operational noise

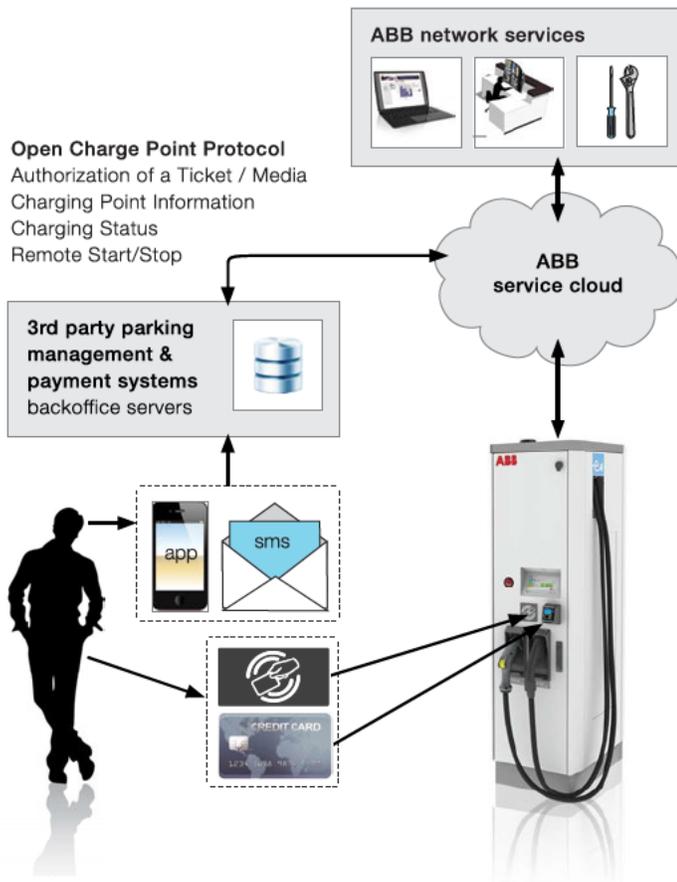


Applications

- Highway fuel stations
- High turnover parking
- Commercial fleet operators
- EV infrastructure and service providers

Key optional features

- PIN code authorization
- Input power limiting software avoids expensive grid upgrades
- Galaxy web based management software
 - Statistics module with data per user
 - Fleet access management module
- Point of sale, back office integration to enable external billing and payment solutions
- Charger status information for car navigation purposes
- Wide temperature range: -35°C to +50°C
- Customized branding possibilities and user interface styling
- Extended cable length to allow placement flexibility
- Credit card reader



Connected services

All Terra chargers are connected to ABB's Network Operating Center for monitoring, maintenance, and troubleshooting. ABB offers multiple Connected Services to site owners/operators:

- The Galaxy web-based management software for entry-level operations and analytics.
- Third party OCPP and custom APIs can be developed for more feature rich billing, analytics and diagnostics

Technical specifications

System	Multi-standard DC charging station
Environment	Indoor / outdoor
Operating temperature	-35 °C to +50 °C (de-rating characteristic applies)
Storage temperature	-40 °C to +70 °C
Compliance and safety	c UL us
Input	
AC power connection	3P + PE
Input voltage range	480 V _{AC} +/- 10% (60 Hz)
Max. rated input current & power	75A, 60 kVA
Power factor (full load)	> 0.96
Efficiency	95% at nominal output power
DC output	
Maximum output power	50 kW
Output voltage range	200 – 500 V _{DC} (Combo-1) 50 – 500 V _{DC} (CHAdeMO)
Maximum output current	165 A _{DC} +/- 5% (Combo-1) 120 A _{DC} (CHAdeMO)
General	
DC connection standard	EN61851-23 / DIN 70121 Combo-1 and/or CHAdeMO 1.0
DC cable length	12 ft (optional: 20 ft)
DC plug type	Combo-1 / CHAdeMO
RFID system	ISO/IEC14443A/B, ISO/IEC15693, FeliCa™ 1, NFC reader mode
Network connection	GSM / CDMA modem 10/100 Base-T Ethernet
Power consumption idle	25 W (max)
Protection	Type 3R
Operational noise level	< 55 dBA
Dimensions (D x W x H)	30" x 21" x 75" 760 mm x 525 mm x 1900 mm
Weight	880 lbs / 400 kg

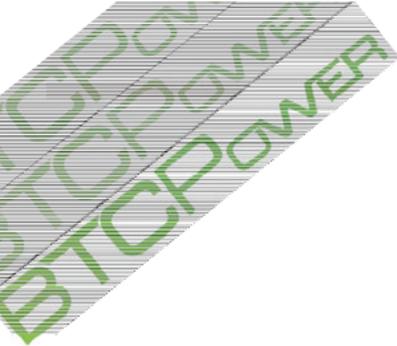
ABB Inc.

Electric Vehicle Charging Infrastructure

16250 W. Glendale Drive
New Berlin, WI 53151
Tel: 262-785-3200

www.abb.com/evcharging





AC Level 2 30A/40A

SINGLE or DUAL PORT CHARGING STATION PEDESTAL



	Dual Port 30A	Dual Port 40A
Model #	L2P-30-240-D	L2P-40-240-D
Power per Port	7.2 kW (240V AC @ 30A)	9.6 kW (240V AC @ 40A)
Electrical Service		
Power	240/208 VAC, 30A Load with 40A Branch Circuit Per Port	240/208 VAC, 40A Load with 50A Branch Circuit Per Port
Service Panel	40A Breakers Per Port (No GFCI)	50A Breakers Per Port (No GFCI)
Service Wiring	3-wire (L1, L2, Earth Ground)	
Functional Interfaces		
Connector Type	SAE J1772	
Charging Protocol	SAE J1772	
Standard Cable Length	25 ft	
Cable Retractor	Optional (Cable 18 ft w/ Cable Management)	
LCD Display	1000 nits 7" color, 800 x 480, UV protected	
Card Reader	ISO 14443 Type A&B, ISO 18092 NFC	
ADA	Compliant with or without Cable Retractor	
Safety and Connectivity		
Ground Fault Detection	20 mA	
Plug-Out Detection	SAE J1772	
Power Measurement (opt)	Accuracy: ± 1% from 5% to full scale (30A/40A)	
Power Report Interval	Every 15 minute on the hour	
Wireless	2.4 GHz Wi-Fi (802.11 b/g/n)	
Wide Area Network	4G Modem	
Communication Protocols	OCPP 1.5 and 1.6 Compliant	
Safety and Operation		
Enclosure Rating	NEMA 3R	
Regulatory Compliance	ETL certified for USA and cUL certified for Canada; complies with UL 2594, UL 2231-1, UL 2231-2, and NEC Article 625, EMC: FCC Part 15 Class A	
Operating Temperature	-20°C to +60°C (-4°F to 140°F)	
Storage Temperature	-50°C to +80°C (-55°F to 176°F)	
Humidity	95% non condensing	

- DUAL PORT OR SINGLE PORT 30A or 40A LEVEL 2
- CHARGING PROTOCOL: SAE J-1772
- 7.2 KW or 9.6 KW PER PORT
- 25 FT or 18 FT W/ CABLE RETRACTOR
- NEMA 3R HOUSING
- RFID READER
- OCPP COMPLIANT-STANDARD
- 7" COLOR SCREEN-STANDARD
- UL COMPLIANT—ETL CERTIFIED
- OPTIONS
 - CABLE RETRACTOR
 - CREDIT CARD READER
 - CREDIT CARD SCANNER

1719 S GRAND AVE , SANTA ANA, CA 92705

WWW.BTCPower.COM

SALES@BTCPower.COM

1. 50 kW DC Fast Charger BTCP Products

- Dual Port
 CHAdEMO & SAE J1772 Combo
- 15" outdoor color display with touch screen
- Payment System (supports all major credit cards)
- Loyalty System (customer engagement program)
- Microphone
- Speakers
- Camera
- Cord Retractor on top – (Lanyard retractor)

Technical Specification

Power Rating	50kW
Connectors	CHAdEMO, SAE J1772 Combo
Network	EVP, Credit Cards, Loyalty
Input Power	208VAC, 3-Phase or 480VAC, 3-Phase
Input Breaker	208 VAC 200 Amp or 480 VAC 100 Amp
Frequency	50Hz/60Hz
Efficiency Rating	> 90%
Maximum DC Output Current	125 A
Max Output DC Voltage	50-500V
Operating Temperature	-35 C to 50 C
Dimensions	38"[w] x 72.75"[h] x 27.6"[d]
Safety Compliance	UL2202, UL2231-1, UL 2594, UL 2202



BusinessLine

business charging solution (network-ready)

Up to 7.4 kW

OCPP 1.6+ compliant

ENERGY STAR® certified

Durable, low maintenance

Work within your circuit capacity to reduce installation costs

Divide energy evenly between all active sessions with Dynamic Load Balancing

Activate charge via RFID-only, or allow instant access with Plug 'n Charge

No monthly network fee and no contracts

Upgrade to Networked at any time



evbox.us

Technical features

Charging capacity per connector	Up to 7.4 kW
Connector type	SAE J1772™
Number of connectors	1 or 2
Certification	UL, cUL, CE, ENERGY STAR®
Power output	208V–240V, single phase 32A
Temperature range (°F)	-22°F to +130°F (UL certified for -22°F to +104°F)
Temperature range (°C)	-30°C to +55°C (UL certified for -30°C to +40°C)
Humidity (non-regulating)	Max. 95%
Authorization	Keyfob / RFID card / Plug 'n Charge
Status indication	LED ring
Communication	GPS / GSM / UMTS / GPRS modem / Controller with RFID reader
Communication protocol	OCPP 1.2, 1.5, 1.6S and 1.6J
Payment	N/A

Physical features

Designed according to Protection	IEC 61851-1 (2010), EC 61851-22 (2002) NEMA-3R
Installation standards	EN 1010, IEC 61851-1 (2010), IEC 61851-22 (2002), IEC 60364-4-41 (2007), EN 62196-1 (2003), EN 60335-1 (2012), AC (2014)
Housing	Polycarbonate
Dimensions (in)	10 x 8 x 24 in (L x W x H) BusinessLine Single 10 x 16 x 24 in (L x W x H) BusinessLine Double
Dimension (mm)	255 x 205 x 600 mm (L x W x H) BusinessLine Single 255 x 410 x 600 mm (L x W x H) BusinessLine Double
Weight (lbs)	35 lbs (max.) BusinessLine Single 60 lbs (max.) BusinessLine Double
Weight (kg)	16 kg (max.) BusinessLine Single 28 kg (max.) BusinessLine Double
Mounting	Wall / Pole / Retractor system (for two ports on a retractor, choose two BusinessLine Single units)
Standard colors	White (RAL 9016), Dark grey (RAL 7016), Blue (RAL 5017),
Cable (ft)	18 or 25 foot cable (SAE J1772)
Cable (m)	6 or 8 meter cable (SAE J1772)

Who we are

We are the industry leader in EV charging stations, with over 60,000 installed in over 45 countries. EVBox provides the most reliable EV stations and network services for every location — from homes to businesses and highways.

What we offer

Our charging stations come with a wide array of energy management solutions. Smart Charging features like peak shaving and load balancing ensure your energy is used in the most efficient and cost-effective way possible.

How we are different

We believe you should be free to offer charging your way. Thanks to interoperability, you can choose between our multiple network options, or start un-networked and upgrade later — 100% future-proof.

Why we do it

Our goal is to advance electric mobility by giving EV drivers a place to charge — wherever they are. Transportation accounts for over 25% of global CO2 emissions, which is why we need to make the transition to EV a seamless one.

we are

60,000+
charging points
worldwide

700+
fast charging
points worldwide

45+
countries
equipped

36M+
kWh
charged

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You have stations. Now what?

Once the stations are installed, your EV charging journey is just beginning. How will you ensure that your drivers are supported, your stations are accessible, and your operation runs smoothly?

EV Connect can help.



	Operate	Optimize
Access		
Station access control	✓	✓
iOS/Android mobile app for drivers	✓	✓
24/7 driver support via the app and phone	✓	✓
Live station status view on PlugShare	✓	✓
OCPP: Open & Flexible Standards Protocol	✓	✓
OCPI: Roaming Between Network Providers	✓	✓
Guest access	✓	✓
Code of Conduct development	✓	✓
Switching (station misuse reporting)	✓	✓
Access control by organizational hierarchy	✓	✓
Pricing		
Charge price control	✓	✓
Pricing policy development and consultation	✓	✓
Price benchmarking reports	✓	✓
Consultation to improve station use and profitability	✓	✓
Performance		
Dashboard view of station activity	✓	✓
Station health reports	✓	✓
Station use, performance, and sustainability reports	✓	✓
Personal station usage and transaction reports for drivers	✓	✓
In-dashboard trouble ticket management	✓	✓
Technical phone support	✓	✓
Proactive station health monitoring	✓	✓
Load balancing	✓	✓
Custom, quarterly reports tracking charging KPIs	✓	✓
Quarterly review with your Client Success Manager	✓	✓

Station access control

Allows you to limit charging access to specified driver groups, ensuring your stations are only used by those who you designate

iOS/Android mobile app for drivers

Provides drivers a mobile app to manage their charging stations, including locating stations, initiating charges, making payments, and receiving support

Live station status view on PlugShare

Makes it easy for drivers to locate your stations by ensuring they display in PlugShare

Guest access

Allows you to provide specific drivers access to your stations for short, defined periods of time

Code of Conduct development

Helps you set clear expectations for good driver behavior with expert guidance from your Customer Success Manager

Snitching (station misuse reporting)

Encourages good driver behavior by allowing drivers to report station misuse by other drivers

Access control by organizational hierarchy

Allows you to manage a fleet of EV vehicles that may require charging in different locations at different times

Charge price control

Enables you to set flat rate or metered pricing for charging, allowing the possibility of generating revenue from your stations

Pricing policy development and consultation

Helps you ensure your prices are set to maximize your goals, like improving station use or increasing revenue

Personal station usage and transaction reports for drivers

Gives drivers a way to see their station use and payment history

Annual health check call with Customer Success Manager

Provides you with expert consultation for continued improvement and a chance to realign with your Customer Success Manager

Station use, performance, and sustainability reports

Provides an easy way to monitor overall station performance and gather data often needed to receive rebates

Dashboard view of station activity

Enables you to quickly check your stations' uptime and health

Price benchmarking reports

Allows you to make more informed pricing decisions by comparing your charging rates to organizations similar to yours

Consultation to improve station use and profitability

Allows you to monitor your station's performance against your goals and receive consultation to continually improve

In-dashboard trouble ticket management

Provides a quick way to receive technical support and the ability to track issue resolution

Proactive station health monitoring

Takes the burden from you and your staff to check on station health by receiving a proactive alerts from your Customer Success Manager

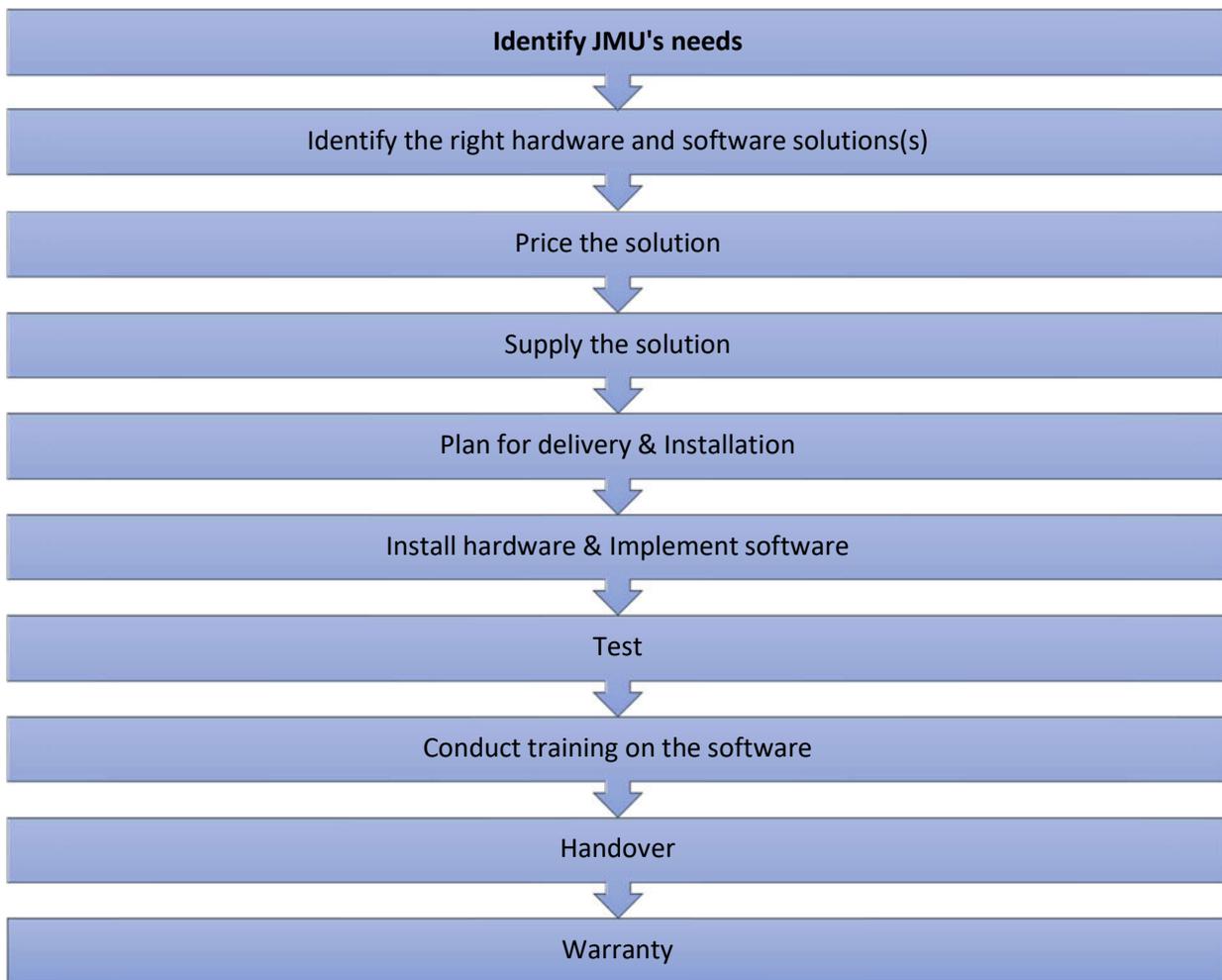
Load balancing

Allows you to dynamically scale by not just balancing load on an individual station, but across your entire charging operation

Custom, quarterly reports tracking charging KPIs

Makes it easy for you to not only monitor the performance of your charging operation, but to share that information with your stakeholders

Product & Service Methodology



Product & Service Methodology Cont'd

Identifying the needs of the JMU:

Understanding the needs of the customer as per STATEMENT OF NEEDS Section.

Identify the right hardware and software solutions(s):

After collecting the requirements and understanding the needs, Independent Lighting will analyze the information and work with our partners to provide the optimal solution for JMU.

Price the solution

Independent lighting will price the desired solution and submit a proposal that will include the software, hardware, labor, maintenance, term length, and any potential rebate.

Supply the solution

After signing an agreement/ contract and receiving a PO from JMU, Independent Lighting will order the material and provide the customer with delivery ETA. Independent Lighting will coordinate with Dominion Energy to start the rebate process.

Plan for the delivery and installation

Based on the material delivery ETA, Independent Lighting will prepare a project plan. The project plan will include the kickoff date, timeline, and steps to complete the job. Independent Lighting will have a pre-construction meeting with JMU to coordinate all the steps moving forward.

Install the hardware

Independent Lighting will start setting up the infrastructure and installing the hardware by code in the locations agreed on with JMU.

Install and program the software

Independent Lighting will implement the software, tune it, and startup the system.

Test

Independent lighting will conduct thorough systems tests to make sure all components are functioning and compliant with the specified requirements.

Training on software

Independent Lighting or its partner will conduct either online or onsite training to JMU on using the software.

Handover

After the training is completed and the system is up and running, Independent Lighting will hand over the project to JMU and sign off the project. Independent Lighting will invoice JMU as part of the signoff.

Warranty

The solution is under warranty, the length of warranty depends on the hardware selected. During the warranty period, JMU will reach out to Independent Lighting via email (to be provided) if the system is not functioning as it should be. This applies to the software and hardware.

A written statement of qualifications in accordance with section V, paragraph B, subsection 3: As a locally owned and operated small business, Independent Lighting has been providing lighting solutions for over 35 years. With the continuing movement toward sustainability, energy savings, and increased efficiencies, we are proud to deliver lighting, energy solutions, and products that maximize these values. To expand our energy solution offerings, we partnered with EV Connect to provide state of the art, universal EV chargers and technology. Over the last 10 years, EV Connect has developed and deployed the world's most open platform. This platform will provide exceptional value to the campus and be more desirable than a comparable specified/closed system. Our in-house electrical expertise and qualified master electricians, along with our partnership to EV Connect, allows us to provide JMU with a unique and wide array of knowledge and expertise to successfully implement this project.

CAPABILITY STATEMENT

Small Micro Business Certified

FEIN [REDACTED]

SWaM: 809793

CAGE Code: 8BZ23

DUNS: [REDACTED]

VA Class A Electrical License:
2705171043

NAICS Codes:

238210

Electrical Contractors and Other wiring installation contractors

335120

Lighting Fixture Manufacturing

335129

Other Lighting equipment manufacturing

335110

Electrical lamp bulb and part manufacturing

335122

Commercial, industrial, and institutional electric lighting fixture manufacturing

423610

Electrical apparatus and equipment, wiring supplies, and related equipment merchant wholesalers

Strangways Enterprises Inc.
dba Independent Lighting

Independent Lighting, a Small Business headquartered in Virginia Beach VA, delivers premium lighting solutions, services, and products to a broad spectrum of public and private sector industries. We supply and install lighting products from leading manufacturers. As our company name states, we are an independent lighting supplier, and as such, can offer you products from a vast array of manufacturers. We offer THE BEST warranties in the industry and fully stand behind our products and services.

CORE COMPETENCIES

- Class A Electrical Contractor
- Photometric Renderings
- Utility Rebate Contractor
- Electric Vehicle Charger Installation
- Value Engineering
- Lighting Control Systems
- Electrical Contracting Services
- Troubleshooting

35+ Years of Experience in Lighting | Locally owned and operated since 1983

PAST PERFORMANCE/DIFFERENTIATORS

- Chesapeake Public Schools – Site Lighting, Turn-key LED fixtures/controls
- NOAA/ National Geodetic Survey – LED Lighting retrofit
- Architect of the Capitol – Preferred Lighting Supplier
- Virginia Port Authority – Inland Port of Virginia LED Conversion, Lane Controls
- Frederick County Schools – Auditorium/Theater Lighting and Controls Upgrades
- Fairway Mitsubishi – Turn-key electrical and lighting: interior and site lighting
- Camp Pendleton – LED Conversion
- County of Currituck – Lighting Controls, LED Upgrades, Energy Analysis/Conservation

CONTACT INFORMATION

Brian Strangways
President
(757) 468-5448
brian@independentlighting.com

Rabih Michael
General Manager
(757) 468-5448
r.michael@independentlighting.com

Ryan Byrnes
Project Manager
(757) 468-5448
ryan@independentlighting.com

CLIENTS



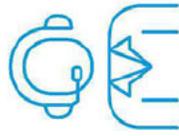


Competitive Differences

Why choose EV Connect over other EV charging vendors?

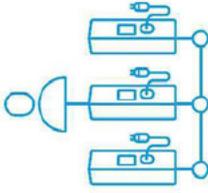
With EV Connect, customers have flexibility and choice because our software is an "open source" system. This allows our network to communicate with over 17 different charging station manufacturers. As time goes on, you can seamlessly swap charging stations within our network, enabling a streamlined way to future-proof your investment. In comparison with a "closed source" system, their station can only operate with their software and thus if you want to change either, you will be stuck.

EV Connect provides more than just the software to ensure your stations have optimum uptime and reliability. We don't "set it and forget it" like some others in our industry. We proactively manage station health and performance, and if for any reason, an EV driver needs help, they can contact EV Connect via our app or by calling us. With more than 10 years of experience, we're here to make EV charging easy with 24/7 premium customer service.



Customer Service

24/7 support accessible via email and phone, and a dedicated Customer Success Manager with quarterly reviews and reporting with *Optimize*.



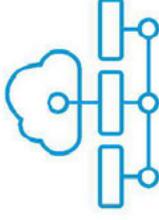
Station Management

Proactively manage station health and reliability with ~~heartbeats to monitor station~~ connectivity, uptime – ensuring station reliability.



Driver Focused Services

24/7 support accessible via app and phone, regular app updates, CSAT surveys. 4.5 stars on the Apple Store and Google Play.



Approved Vendor

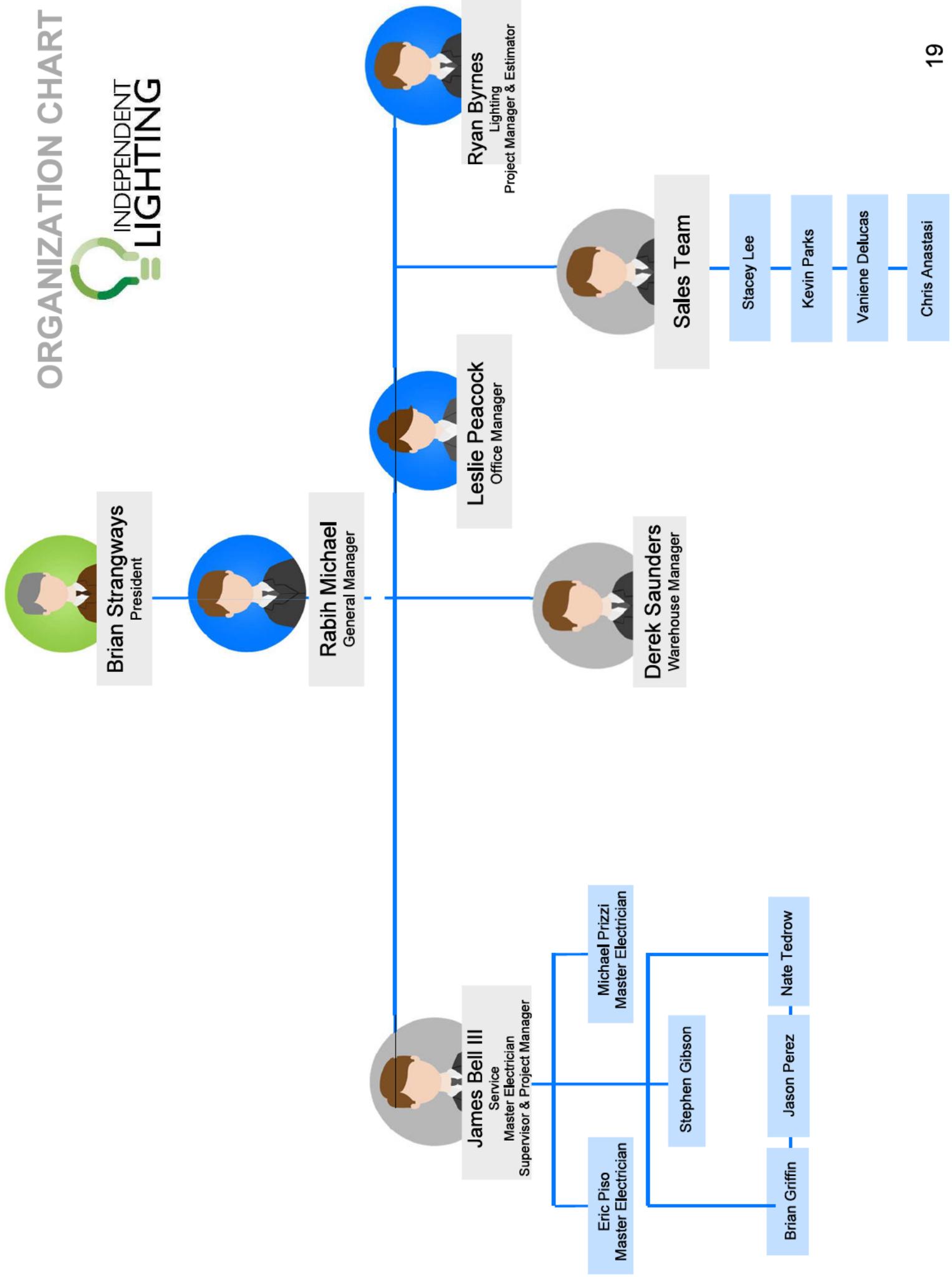
Approved under 80+ state and utility programs via formal RFP process to vet qualified EV charging management vendors.



Partnership and Experience

Work with dozens of utilities and hardware manufacturers with more than 10 years of experience in the industry.

ORGANIZATION CHART



Functions by job title

President – Provides final approval for all business decisions.

General Manager – Directs supervisor and service team, schedules, vendor and client relationships, manages sales team, sources products, purchasing, and site visits/inspections.

Project Manager – Performs site visits/inspections, manages inventory and warehouse team, purchasing, quoting, performs duties of General Manager in the event of their absence, additional duties as assigned.

Office Manager – Generates invoices, manages AP and AR records, account reconciliation, customer communications, HR functions/benefits administration, payroll processing, record keeping, and additional duties as assigned.

Master / Supervising Electrician – Report parts usage per job, manage electricians and helpers on site, report all job activity to general manager daily.

Warehouse Manager – Responsible for receiving, shipping, packaging, delivering products, and additional duties as assigned.

Rabih Michael

Virginia Beach, Virginia | [REDACTED] | [REDACTED]

Motivated professional, goal-oriented Team Leader experienced in Energy efficiency, Lighting Solutions/Controls, and Information Technologies. Seeking to continue my professional career where I can fully use my skills and expertise for organizational and personal growth.

AREAS OF EXPERTISE

-
- Energy Solutions
 - Turnaround & Change Management
 - Vendor Management
 - Operations Management
 - Budget Management
 - Project Management
 - Software Development
 - Business Analysis
 - Start-up Environment

PROFESSIONAL EXPERIENCE

Independent Lighting

General Manager

2020-Present

ACCOMPLISHMENTS

-
- Increased Service Department gross margin by 20%

DUTIES

-
- Oversee daily business operations.
 - Develop and implement growth strategies.
 - Evaluate performance and productivity.
 - Hire new staff.
 - Ensure that Lighting & Service departments deliver quality offerings and services to clients.
 - Work closely with account managers and other senior staff to retain clients.
 - Improve internal processes for better productivity.
 - Oversee large projects.
 - Manage the budget and monitoring the financial health of the company.

Genesis Lighting

Operations Manager

2018-2020

ACCOMPLISHMENTS

-
- Achieved and/or exceeded minimum targets for all completed projects by 15%.
 - Reduced warranty expenses by 20%.
 - Lead the selection and implementation of a new Manufacturing & Inventory Management System and the company's E-Commerce System.

DUTIES

-
- Developed short & long term business expansion strategies.
 - Proactively managed national accounts/projects (75 locations at a time).
 - Worked directly with contractors to plan, execute and manage the survey and installation process.
 - Oversaw day-to-day operations of 2 distribution centers (Dallas, Stockton).
 - Implemented, improved, and Oversaw warranty process.
 - Was responsible for products' certification process such NSF, DLC.
 - Administered and negotiated contracts with manufacturers.
 - Oversaw the estimation department and delivery of proposals.

Kingspan Energy

Head of Department (Operations Manager)

2017-2018

ACCOMPLISHMENTS

-
- Increased Project Margins from 25% to 43%.
 - Lead the selection, implementation and migration to a new lighting retrofit software (Snapcount).
 - Developed new relationships with utilities in the New England, New Jersey, & New York jurisdictions to maximize utility incentives to customers/prospects.
 - Developed relationships with new suppliers and partners to diversify the line of products and increased company's exposure to market.
 - Developed and enforced best practices/processes to ensure operational efficiency and maximum productivity.

DUTIES

-
- Managed Kingspan's lighting department; including sales force, auditors, designers, and project managers.
 - Restructured the Lighting Energy department (Retrofit) and implemented new processes that improved the auditing process, procurement process and project margin efficiency.
 - Oversaw the entire sales process from customer verification to design, product solution, and project management process, in addition

- to support the sales team during corporate presentations.
- Oversaw the entire procurement process.
- Resolved business issues and ensured that all escalated issues are closed.

ProLight LLC

Business Operations Manager

2010-2016

ACCOMPLISHMENTS

- Was responsible for overall sales growth of 20%.
- Increased employees' productivity by 15%.

DUTIES

- Started up the business and set up the company's structure.
- Developed and implemented strategic and tactical initiatives related to growth and development of the company.
- Coordinated and lead the workings of various departments (Sales, Estimation, Logistics, Design, technical, and accounting) in the organization.
- Prepared P&L reports, annual budget and tracked monthly actual vs. budget results.
- Managed day-to-day operations and special projects.
- Worked on Lighting Solutions for new construction projects associated with general illumination, LED technology, Dimming systems, and Home Automation Systems.
- Coordinated between manufacturers, contractors, consultants, architects, and interior designers.
- Managed and oversaw responses to RFTs, RFPs, and RFIs.

Al Rowad IT Solutions

Operations Team Leader

2008-2010

ACCOMPLISHMENTS

- Lead, managed and delivered \$50M projects on time and within budget.

DUTIES

- Developed detailed IT work plans, schedules; project estimates, resource plans and status reports.
- Delegated duties and tasks within the IT department.
- Monitored all team members and provided necessary advice and guidance.
- Coached all team members and motivated them to produce desired results.
- Kept up with trends in the constantly evolving information technology industry.
- Handled relationship with customers & strategic allies such as Oracle (USA), Motorola (USA), Advanced German Technology (Germany), Redflex(Australia).
- Lead and supervised Projects with different solutions: New Data Warehouse, Document Management System, Application Development Services (Customized Applications, Websites), Automated Enforcement Solution (Fixed Radars, Mobiles Radars...).

Emirates Computers

Application Developer

2004-2008

ACCOMPLISHMENTS

- Delivered solutions on time and within budget.

DUTIES

- Was responsible for the development of bespoke applications using oracle tools (Forms & Reports).
- Worked on a Data-warehouse project from the design phase till the implementation and deployment.
- Provided technical support to customers.

EDUCATION

U.S. Green Building Council

LEED® Green Associate™, May 2018

Abu Dhabi University

Master of Business Administration (MBA), August 2011

Notre Dame University

Bachelor of Computer Science, June 2004

ADDITIONAL LANGUAGES

ARABIC, FRENCH

Ryan M. Byrnes

OBJECTIVE To seek a challenging role that helps management make strategic business decisions with regards to operations and business development

EDUCATION **Bachelor of Science, Virginia Polytechnic Institute and State University, May 2014**
Pamplin College of Business

EXPERIENCE **Independent Lighting**

-Project Manager (May 2019 to Present)

- Coordinate large lighting projects ranging from service work, retrofits, and new installation.
- Inventory management including purchasing and receiving
- Create photometric renderings and lighting layouts
- Sales team support
- Sales revenue reporting and cost analysis

Hilton Virginia Beach Oceanfront

-Front Office Manager (July 2018 to May 2019)

- Oversee a 30-member team of Guest Service Agents, Bellman, Valet, and PBX operators to ensure exceptional guest experiences and generate return business
- Ensure compliance with all policies, procedures, and regulations set forth by Hilton
- Manage labor costs while maximizing guest service operations

Hilton Virginia Beach Oceanfront & Hilton Garden Inn Virginia Beach Oceanfront

-Reservations Manager (January 2017 to July 2018)

- Work closely with the Sales department to manage group rooms for these 289 and 167 room properties
- Focus on maximizing our Average Daily Rate and Revenue on a daily basis
- Provide cost and budget analysis on the Call Center's performance

Hilton Virginia Beach Oceanfront

-Rooms Controller and Cashier (March 2015 to January 2017)

ACTIVITIES **President, Treasurer & Guest Champion- Hilton Blue Energy Committee 2015- Present**

- Committee entrusted to enhance employee unity and morale
- Create programs to positively impact the local community
- Experience with different roles within the committee

Hilton Honors Champion- April 2016- Present

- Selected to boost Honors relations at the Hilton Virginia Beach Oceanfront

COMPUTER SKILLS

Advanced Excel

- Tables/Charts, Pivot Tables/Charts, Data Analysis Tools, What-If Analysis, Lookup, Financial, and Database Functions

Microsoft Word, PowerPoint, Outlook, Visio

AGI32 Photometric Software

Xtuple ERP System



CAREER OBJECTIVE: Self-motivated, industrious professional seeking to enhance and challenge my career skills using excellent knowledge of preventative and predictive maintenance along with expertise in troubleshooting electrical issues.

PERSONAL SUMMARY:

- **Completed and passed the Virginia State Board Journeyman and Master Electrician’s test**
- **Dependable and self-motivated**
- **Enjoy work that presents challenges both physically and mentally**

PROFESSIONAL EXPERIENCE:

Bon Secours Maryview Medical Center

Portsmouth, VA

Master Electrician

7/2019 to present

- Preventive maintenance
- Troubleshoot electrical issues around the hospital
- Construction Projects
- Managing and updating books for JCAHO inspections
- Scheduling contractors for preventative maintenance on generators & ATS
- Overseeing work done by contractors and inspection of construction projects
- Working directly with director to ensure electrical safety and compliance with all NPFA 70 & 70e standards
- Tracing & identifying circuits for lighting and receptacle circuits throughout the facility
- Bringing emergency lighting up to code by changing out exit lights and EBU (emergency battery units)
- Implementing contracts for ATS maintenance and infrared study along with arc flash study for facility
- Creating new accounts for suppliers (for the facility)
- Scheduling contractors for upgrades to electrical system
- Upgrading electrical system by running conduit and pulling wire for generator’s automation system
- Designing and installing ATS’s (automatic transfer switch systems)

Lake Taylor Transitional Care Hospital

Norfolk, VA

Maintenance Electrician

10/2016 to 7/2019

- Perform troubleshooting and repairing electrical/mechanical problems or issues with Hill-Rom Beds.
- Perform, create and maintain records for preventative maintenance

- Maintaining fire alarm system, running generators and performing scheduled maintenance on automatic transfer switches and generators
- Performing monthly load test, testing medical gas alarms, helping to maintain various critical systems in the hospital, reading blueprints, and maintaining electrical safety for staff and patients.
- Replacing steam coil motors.
- Perform troubleshooting and repairing other equipment within the hospital.
- Working with rheostats.
- Member of the Lake Taylor Emergency Management Team

Wachter Co.

Master Electrician/Commercial

Virginia Beach, VA

4/2016 – 10/2016

- Performed electrical maintenance in local Walmart's, Outback Steakhouses', O'Reilly Auto Parts' stores, and Bonefish Grill's within VA & NC.

Lake Taylor Transitional Care Hospital

Maintenance Electrician

Norfolk, VA

3/2015 – 4/2016

- Perform troubleshooting and repairing electrical/mechanical problems or issues with Hill-Rom Beds.
- Perform, create and maintain records for preventative maintenance
- Maintaining fire alarm system, running generators and performing scheduled maintenance on automatic transfer switches and generators
- Performing monthly load test, testing medical gas alarms, helping to maintain various critical systems in the hospital, reading blueprints, and maintaining electrical safety for staff and patients.
- Replacing steam coil motors.
- Perform troubleshooting and repairing other equipment within the hospital.
- Working with rheostats.

Helix Electrical Company

Journeyman Electrician

Norfolk, VA

10/2014 - 2/2015

- Duties included troubleshooting and repairing electrical issues on various machines and equipment
- Involved in all phases of electrical work

Sentara Healthcare

Master Electrician/Facility Maintenance

Virginia Beach, VA

7/2006 – 5/2014

- Duties include troubleshooting and repairing electrical/mechanical problems
- Maintaining records for preventative maintenance and supervising contractors
- Maintaining fire alarm system, running generators and overseeing contractors performing scheduled maintenance on automatic transfer switches and generators
- Performing monthly load test and maintaining records for monthly and 3-year testing, testing medical gas alarms, helping to maintain various critical systems in the hospital, reading blueprints, and maintaining electrical safety for staff and patients

- Training maintenance personnel how to start generators from emergency switch gear and automatic transfer switches
- Repairing problems found during Thermal Infra-Red Study

Local 80

Journeyman Electrician

Norfolk, VA

9/2005 - 7/2006

- Duties included bending conduits
- Pulling wire
- Reading blue prints
- Working in industrial and commercial settings

Four C Construction Inc.

Foreman

Chesapeake, VA

11/2004 - 6/2005

- Duties included supervising eight employees
- Installation of electrical system including but not limited to site work
- Slabs rough ins
- Building electrical services and final trim outs

Watson Electrical

Mechanic

Virginia Beach, VA

6/2004 - 10/2004

- Duties included pulling wires
- Wiring unit
- Troubleshooting devices
- Pulling homeruns and training

R.L. Midgett Inc.

Electrician

Chesapeake, VA

8/2002 - 9/2003

- Duties included installation
- Completing rough-ins, repair and maintenance of electrical systems

EDUCATION:

John Yeates High School

- Received High School Diploma

P.D. Pruden Vocational Center

- Received a certificate in Electricity

Tidewater Community College

- Completed course: in Electricity Code 1 & Transfer Principles and Applications

Various Certificates from Training while employed with Sentara Healthcare

MICHAEL VINCENT PRIZZI

MASTER ELECTRICIAN

Cell Phone: [REDACTED]

Email: [REDACTED]

OBJECTIVE

Seeking a career opportunity in the electrical field with a progressive team-based company that can capitalize on my proven skill sets and will allow me to enhance my professional development.

CERTIFICATIONS

Licensed Master Electrician: DPOR # 2710048856

HVAC Apprenticeship Training: 4000 hours OJT

EPA Universal Technician Certification

HFC-410A Refrigerant Safety Certification

Maritime OSHA Safety Certification

PROFICIENCIES

Motor Circuits, and Motor Control

Conduit Bending

Service Entrance Calculations

Electrical Theory, and Complex Circuit Analysis

Programmable Logic Control

Electronic Circuit Design, and Microcontrollers

Leak Detection, Evacuation, Recovery, and Charging

EDUCATION

U.S. Department of Labor Apprenticeship and Training

Tidewater Community College Virginia Beach

University of North Carolina- Distance Learning

Jade Learning Continuing Vocational Education

EXPERIENCE

Licensed Master Electrician

Twenty years technical experience includes but is not limited to; extensive knowledge of the National Electrical Code, design and installation of Commercial, Industrial, and Residential service entrance, Motors, motor circuits, and motor controllers, conduit bending, including concentric conduit bending. Complex circuit analysis, electronic circuit design, and Programmable Logic Control.

Marine Electrician

Experienced in installing shore power distribution systems, transducers, and transformers. Trained in the installation of ship devices, pulling and securing fiber optic, and multiconductor Navy specification cable. Trained to test, and troubleshoot complex electronic and electrical systems, conductor insulation testing, and performing preventative maintenance.

HVAC Technician

Completed HVAC apprenticeship program, and 4000 hours on the job training. Taught, and developed HVAC class, including course curriculum. Installed two gas furnaces, and a 3-ton heat pump for training purposes. Defeated flame rectification flame sensor to complete furnace sequence of operation. Installed three 5-ton ductless, performed general preventive maintenance on HVAC systems.

PROJECTS

Industrial Motor Control Center- 120/208v, 3ph, with 24v control circuit.

Designed, and installed motors, motor circuits, and controllers. Examination, and analysis of all factors that contribute to the practical safeguarding of persons using the equipment. Including analysis of current limiting fuse let through charts, short circuit current studies, and effective ground fault performance.

Dual Zone Mini-Split Ductless Heat Pumps- Three 5-ton, 208v, single phase systems.

Equipment examination, circuit design, and requisition of materials suitable for the installation and in compliance with National Electrical Code standards. Feeder branch circuit, and control wiring: 300 ft EMT, 100 ft LFNC, 16-8 awg control wiring. Equipment guarded against accidental contact by elevation above the floor 8 feet.

Automatic Transfer Switch Control Circuit

Designed and installed emergency control circuit that senses a presence, and a loss of utility power, voltage imbalance, and unstable frequencies to control an automatic transfer switch that provides emergency power within 10 seconds. The control circuit provided voltage drop-out delay, transfer delay, and engine cool down delay for the generator set.

T-8 LED Lighting Retrofit- Type B internal driver, 277 volts, 5000 Kelvin correlated color temperature.

Replaced 252 four lamp troffers with inefficient magnetic ballasts. Lamp and tombstone modification warning labels, and internal safety disconnecting means (quick connects). Estimated 21% energy savings and improved photometric performance.

Stephen Nathan Gibson



Email: [Redacted] **Mobile:** Using Messenger from Facebook

Network Administrator, Electrician, Engineer, Network Engineer

I am a very accomplished Electrician with foreman and job running skills that can demonstrate well thought out actions and reactions to high stress environments regarding electrical repair and installation. I pay extra close attention to details regarding electrical work because of the dangers involved and I understand why safety is always the number one most important thing. I have great communication skills and understand that listening to the customer and addressing their concerns will go a long way in order to get repeat business from them...

Qualifications

- Information Technology
 - NEC Knowledgeable
 - Multi-Platform Networking
 - Operations Management
 - System Administration
- | | |
|------------------------|--------------------------|
| Technical Analysis | IT strategic Development |
| Systems Integration | Network Engineering |
| Software Upgrades | Project Management |
| Electrical Engineering | Electrical Theory |

Technical Expertise

Electrical: NEC knowledgeable... Rough in stage of wiring residential and commercial buildings, Trim out stage of residential and commercial buildings. Very efficient in locating and fixing electrical problems in residential & commercial buildings. Service call tech capable, Specializing in service upgrades and generator installations with system monitoring through network protocols that are sent to personal hand held devices. Very well versed in reading and understanding Electrical Schematics and floor by floor plans.

Hardware: Motherboard, Processor, RAM, Power Supply, Hard Disk, DVD-RW-Rom, Monitor, Keyboard & Mouse Optional hardware- Graphics Card [generally exists onboard]-[PCIe or AGP], Sound Card [generally exists onboard], LAN Card [generally exists onboard], Bluetooth Dongle, TV Tuner Card

Software: Microsoft BizTalk Server, Microsoft Commerce Server, Microsoft CRM, Microsoft Dynamics, Microsoft Exchange Server, Microsoft Forecaster, Microsoft Forefront Identity Manager, Online Protection for Exchange- Microsoft Desktop Optimization Pack, Microsoft Security Essentials, Portable Workspace Creator, Windows Defender, Windows PowerShell, Windows Steady State, Win-ternals utilities, Rootk-it-Revealer

Knowledge in Network Protocols: Internet Protocol, a set of network design rules for establishing the Internet by OSI model, Protocol stack, Bluetooth protocols, Fiber Channel network protocols, Internet Protocol Suite or TCP/IP model or TCP/IP stack, OSI protocols family of information exchange standards developed jointly by the ISO and the ITU-T Routing protocols, List of IP protocol numbers, protocol numbers are used in the Protocol field of the IPv4 header and the Next Header field of IPv6 header, Yahoo Messenger Protocol, underlying protocol used by the Yahoo messenger, RTPS protocol, an interoperability protocol.

CAREER SUMMARY & Experience
Quality Electrical & Networking Services Inc.

- Long term experience wiring custom houses and commercial buildings according to design and customer on the spot requirements and changes over the past 21 years, with main emphasis on service calls and customer satisfaction
- Wired many Custom designed residential homes over the years with no major set backs
- Wired many commercial and Industrial buildings over the years also with no major setbacks
- Networking custom homes and buildings with Database and work stations with security protocols
- Computer Activated Design (CAD) qualified, and well knowledgeable in new programs
- Networked Control systems for multiple computers and lighting circuits
- Database management and network administration with all major installation protocols
- Currently NEC knowledgeable with multiple jobs throughout Hampton Roads
- Wired 97 single family two story homes from basic design at Sinclair Gardens in Hampton, VA with two additional foremen in 2002
- Wired Emergency room for CHKD Hospital in Richmond with 2 other foremen-job was completed ahead of schedule
- Wired two large Jet Aircraft Maintenance Hangers from design at Patrick Henry Airport with one additional foreman in 1998 with networked security protocols for gaining entry
- Designed and wired 2 automated car garages in Davenport Iowa with networked security protocols using biometric controls
- Worked directly with customers to make custom design changes on all projects with no major back charges over a 6 month period for a renovation of a large scale storage company in Hampton roads
- Installed and completed 4 different networks with customer built computers and servers in 2001
- Created Servers with massive data base information for Quality Electrical with all recorded work and income data with segmented storage protocols
- Created a company to provide electrical, computer, and networking services 24 hours per day 7days per week in 1998 Company closed in 2008 due to current economic factors
- Designed and wired 3 7-11 buildings in Davenport Iowa in 2013
- Helped design wire and install network for Locomotive building and repair service shops in Newark Illinois in 2009-2010
- Maintain and manage networks of different designs and features over the years
- Computer repair and electronic rebuilds of many different types and uses.
- Rewired a few custom designed kitchens and networked them in to the owners iPhone for easy remote access for contractors to meet customer satisfaction. In 2015-2017
- Custom designed and integrated the wiring and networked computers for three custom built homes in Newport News in 2004
- Designed and installed full wiring harnesses to support eight boat docks with electrical motor lifts and dock lighting that required computer networking for remote access to lights and lift monitoring in 2004-2005

- Performed customized electrical services for multiple contractors and private customers from 2004 until 2009
- Did High Linemen work outside of Richmond VA for several months in 2006, mainly Line Repair
- As of 2013 to current, have been working with home owners to upgrade panels and meter bases for generator installation, as well as doing repairs to current electrical services such as replacing and installing ceiling fans 3/way switches and adding ground fault receptacles in bathrooms for updated NEC codes and safety measures, to also make the home more energy efficient
- As of 2014-2015-2016, Wired and networked a number of residential and commercial dwellings and establishments. With many service calls and service upgrades performed in this time period.
- 2017- Maintained customer satisfaction in regards to their loyalty to Quality electrical & Networking services over the past 10 years.

Id very much like to become an asset to your company. I do learn quickly and will adapt to work standards efficiently as I can...

College Education & Accreditations

From

Kaplan University

In

Davenport Iowa

Kaplan University Ph. # 563-355-3500

Completed Associates Degree of Applied Sciences in Information Technology by

Kaplan University with a GPA of 3.99, Completed the Advanced Bachelor's Degree in

Advanced Applied Science of Information Technology by Kaplan University with a GPA

Of 3.98

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 38 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 #
Chesapeake Public Schools		312 Cedar Rd, Chesapeake, VA 23322	Robert Scott 757-547-0139
JLL Real Estate	6 months	101 W Main St. Norfolk, VA 23510	Chris Hoskins 504-624-0650
Sentara Careplex	4-5 years	3000 Coliseum Drive Hampton, VA 23666	Larry Taylor 757-736-0903
US Navy / NAVFAC	10+ years	Norfolk, VA 23510	Jean Lambert 757-636-4274
Cavalier Golf & Yacht Club	2 years	1052 Cardinal Rd. Virginia Beach, VA 23451	Joe Andrew 757-428-3131
Norfolk Sheriff's Office	2-3 years	811 E City Hall Avenue Norfolk, VA 23510	Jeffery Sheppard, 757-208-5306

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

Strangways Enterprises Inc., dba Independent Lighting

873 Seahawk Circle Virginia Beach, VA 23452

President: Brian Strangways

1200 Kildeer Court Virginia Beach, VA 23451

- 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: Independent Lighting Preparer Name: Rabih Michael

Date: 9/10/2021

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: 807793 Certification date: 9/18/2019

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

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 X

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: 809793 Certification date: 9/18/2019

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: Electric Vehicle Chargers and Equipment # THW-1127

Date Form Completed: 9/10/2021

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

Offeror / Proposer:

Independent Lighting Firm

873 Seahawk Circle Virginia Beach, VA 23451
 Address

Rabih Michael, 757-468-5448
 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)
N/A – TBD					
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

<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)

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

EVSE Product Options 1) Level 1 Hardware 2) Level 2 Hardware 3) DCC Hardware 4) Level 1 and Level 2 Hardware 5) Level 2 and DCC 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" please specify below	Cable: Retractable or Manual	Recharge Software Package	Contract Price	Expected Service Per Port	Warranty Length (years)	Three Bulk Discount % off Contract Price							3rd Party Certification Company
															6-10 Units	11-20 Units	21-30 Units	31-50 Units	51-75 Units	76-100 Units	>100 Units	
Independent Lighting	50 kW DC Fast Charger		BTOPower		2	208/480v	200/100	CHADEMO SAE J1772 Combo		Cord Refractor on top - (layward refractor)	yes	\$31,250.00	Refer to end of this page: "Annual Service"	3	10-15%	10-15%	10-15%	10-15%	10-15%	10-15%	TBD	UL2202, UL2331-1, UL2594, UL2202
Independent Lighting	Multi-standard DC charging station		ABB	Tera S3 multi-standard DC charging station	2	480V	75	Combo-1 / CHADEMO		Refractors	YES	\$27,700.00	Refer to end of this page: "Annual Service"	3	10-15%	10-15%	10-15%	10-15%	10-15%	10-15%	TBD	e UL us
Independent Lighting	Level 2 Hardware		BTOPower	EVP-2002-30-P-001, EVP-RETR-000 (2)	2	240V AC	30	J1772		Refractors	YES	\$ 5,250.00	Refer to end of this page: "Annual Service"	3	10-15%	10-15%	10-15%	10-15%	10-15%	10-15%	TBD	ETL cert. filed for USA and cert. filed for Canada; complies with UL 2331-1, UL 2594, UL 2331-1, and NEC Article 625, EMC: FCC Part 15 Class A
Independent Lighting	Level 2 Hardware		EVBox	B2320-D15069-EVC-04.1 (2) - Businessline Single 280351 (2) - Two Retractor Boxes 280352 - Retractor Pole for BusinessLine	2	240V AC	32	J1772		retractors	yes	\$ 4,965.00	Refer to end of this page: "Annual Service"	3	10-15%	10-15%	10-15%	10-15%	10-15%	10-15%	TBD	Energy Star UL, cUL, CE, UL, UL, CE
Independent Lighting	Networked Software		EV CONNECT	Optimize Level2 per plug (3 years contract)								\$ 1,810.00		3								For Features please refer to page 1.1& 1.2
Independent Lighting	Networked Software		EV CONNECT	Optimize DCC per STATION (3 years contract)								\$ 1,810.00		3								For Features please refer to page 1.1& 1.2
Independent Lighting	Networked Software		EV CONNECT	OPERATE Level2 per plug (3 years contract)								\$ 1,081.00		3								For Features please refer to page 1.1& 1.2

All credit card payments will be processed for the station owner under Operate & optimize. For doing so, we take 3% of station revenue to cover our transaction fees. The other 97% of station revenue is distributed back to the station owner automatically, on a quarterly basis.



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 WUENSCHERL, Buyer Specialist, Procurement Services, wuenscth@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’ 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
	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 SBSB-certified small businesses. This shall not exclude SBSB-certified women-owned and minority-owned businesses when they have received SBSB 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 (SBSB) 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 SBSB 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 (SBSB) 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 #
--------	-------------------	---------	------------------------

- 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)

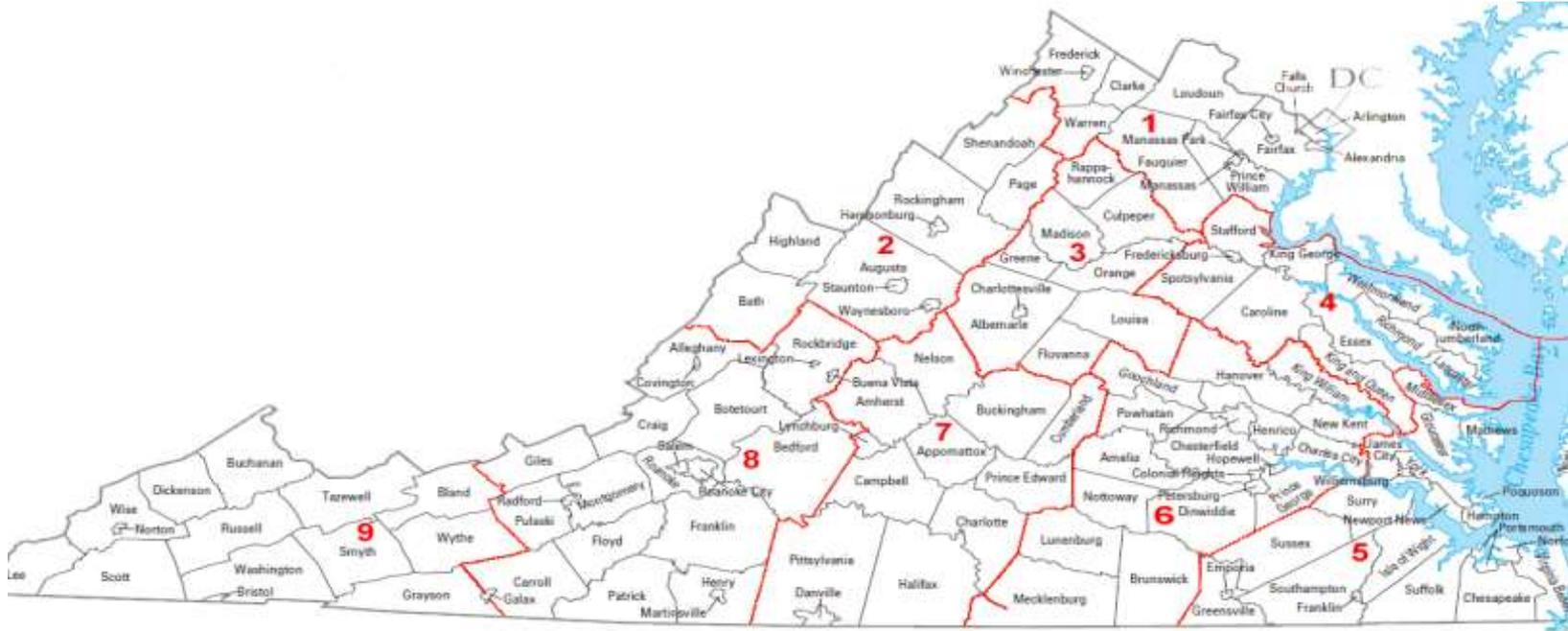
(Printed Name)

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.

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