



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU6207

This contract entered into this 10th day of December 2021, by OpConnect, Inc. 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 30, 2021 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations Summary, dated December 7, 2021.

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

CONTRACTOR:

By: [Signature]
(Signature)

Amy Hillman

(Printed Name)

Title: Vice President of Sales

PURCHASING AGENCY:

By: [Signature]
(Signature)

Theresa H. Wenschel
(Printed Name)

Title: Buyer Specialist



**RFP # THW-1127, Electric Vehicle Chargers
Negotiation Summary for OpConnect, Inc.**

12/7/21

Negotiation Summary

1. Contact information for OpConnect, Inc.:

Andrew Lee, Account Manager

Phone - (562) 667-7582

Email – alee@opsonnect.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.

Date: 12/7/21

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

CONFIDENTIAL INFORMATION

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

MASTER PRICING SHEET					Tiered Bulk Discount % off Contract Price																				
Vendor	EVSE Products*	If "Other" EVSE Product please list below	Manufacturer	Model Number	Description	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)	1-5 Units	6-10 Units	11-20 Units	21-30 Units	31-50 Units	51-75 Units	76-100 Units	>100 Units	3rd Party Certification Company	
OpConnect	Level 2 Hardware	L2 EVSE	Lite-On	IC3	Single port, wall mount, 40 amp Level 2 charger, Wi-Fi/Ethernet communication, Text LED display, OpConnect app for access control and payment	1	208/240v	40	J1772	-	M/R Options	Yes	\$1,249.00	\$145	1	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	ENERGY STAR	
OpConnect	Level 2 Hardware	L2 EVSE	Lite-On	IC3	Single port, wall mount, 40 amp Level 2 charger, LTE cellular communication, Text LED display, OpConnect app or RFID for access control and payment	1	208/240v	40	J1772	-	M/R Options	Yes	\$1,649.00	\$215	1	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	ENERGY STAR	
OpConnect	Level 2 Hardware	L2 EVSE	ClipperCreek	HCS-40-N-B	Single port, wall mount, 40 amp, Level 2 charger, Bluetooth connection, OpConnect app for access control and payment	1	208/240v	40	J1772	-	M/R Options	Yes	\$1,450.00	\$145.00	3	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	ETL, cETL, ENERGY STAR	
OpConnect	Level 2 Hardware	L2 EVSE	ClipperCreek	HCS-40-N-C	Single port, wall mount, 40 amp, Level 2 charger, cellular connection, OpConnect app for access control and payment	1	208/240v	40	J1772	-	M/R Options	Yes	\$1,885.00	\$215.00	3	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	ETL, cETL, ENERGY STAR	
OpConnect	Level 2 Hardware	L2 EVSE	ClipperCreek	HCS-50-N-B	Single port, wall mount, 50 amp, Level 2 charger, Bluetooth connection, OpConnect app for access control and payment	1	208/240v	50	J1772	-	M/R Options	Yes	\$1,615.00	\$145.00	3	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	ETL, cETL, ENERGY STAR	
OpConnect	Level 2 Hardware	L2 EVSE	ClipperCreek	HCS-50-N-C	Single port, wall mount, 50 amp, Level 2 charger, cellular connection, OpConnect app for access control and payment	1	208/240v	50	J1772	-	M/R Options	Yes	\$2,199.00	\$215.00	3	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	ETL, cETL, ENERGY STAR	
OpConnect	Level 2 Hardware	L2 EVSE	ClipperCreek	HCS-60-N-B	Single port, wall mount, 60 amp, Level 2 charger, Bluetooth connection, OpConnect app for access control and payment	1	208/240v	60	J1772	-	M/R Options	Yes	\$2,047.00	\$145.00	3	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	ETL, cETL, ENERGY STAR	
OpConnect	Level 2 Hardware	L2 EVSE	ClipperCreek	HCS-60-N-C	Single port, wall mount, 60 amp, Level 2 charger, cellular connection, OpConnect app for access control and payment	1	208/240v	60	J1772	-	M/R Options	Yes	\$2,587.00	\$215.00	3	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	ETL, cETL, ENERGY STAR	
OpConnect	Level 2 Hardware	L2 EVSE	ClipperCreek	HCS-80-N-C	Single port, wall mount, 80 amp, Level 2 charger, cellular connection	1	208/240v	60	J1772	-	M/R Options	Yes	\$2,965.00	\$215.00	3	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	ETL, cETL, ENERGY STAR	
OpConnect	Level 2 Hardware	L2 EVSE	ClipperCreek	CS-100-N-C	Single port, wall mount, 100 amp, Level 2 charger, cellular connection	1	208/240v	60	J1772	-	M/R Options	Yes	\$4,383.00	\$215.00	3	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	ETL, cETL, ENERGY STAR	
OpConnect	Level 2 Hardware	L2 EVSE	ClipperCreek	OC-00-024	OpConnect Pedestal, 4' high, single charger mounting	-	-	-	-	-	-	-	\$650.00	-	3	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-	
OpConnect	Level 2 Hardware	L2 Accessory	ClipperCreek	OC-00-020	Dual charger mounting kit for 4' high pedestal - required to mount two ports on a single pedestal	-	-	-	-	-	-	-	\$88.00	-	3	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-	
OpConnect	Level 2 Hardware	L2 Accessory	ClipperCreek	0300-00-000	HCS wall-mounted cable management retractor (per port)	1	-	-	-	-	-	-	\$351.00	-	3	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-	
OpConnect	Level 2 Hardware	L2 Accessory	ClipperCreek	0300-00-027	HCS cable management system, single port HCS Chargers	1	-	-	-	-	-	-	\$683.00	-	3	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-	
OpConnect	Level 2 Hardware	L2 Accessory	ClipperCreek	0300-00-028	HCS cable management system, dual port HCS Chargers	2	-	-	-	-	-	-	\$968.00	-	3	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-	
OpConnect	Level 2 Hardware	L2 EVSE	BTC Power	L2W-30-240-16	Single Port wall-mount, BTC commercial charger, 30 amps, credit card reader, 7" full color LCD	1	208/240v	30	J1772	-	M/R Options	Yes	\$3,456.00	\$235.00	2	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	UL, ETL, ENERGY STAR	
OpConnect	Level 2 Hardware	L2 EVSE	BTC Power	L2W-30-240-15	Dual Port wall-mount, BTC commercial charger, 30 amps, credit card reader, 7" full color LCD	2	208/240v	30	J1772	-	M/R Options	Yes	\$4,212.00	\$396.00	2	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	UL, ETL, ENERGY STAR	
OpConnect	Level 2 Hardware	L2 EVSE	BTC Power	L2P-30-240-16	Single Port pedestal, BTC commercial charger, 30 amps, credit card reader, 7" full color LCD	1	208/240v	30	J1772	-	M/R Options	Yes	\$3,722.00	\$235.00	2	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	UL, ETL, ENERGY STAR	
OpConnect	Level 2 Hardware	L2 EVSE	BTC Power	L2P-30-240-15	Dual Port pedestal, BTC commercial charger, 30 amps, credit card reader, 7" full color LCD	2	208/240v	30	J1772	-	M/R Options	Yes	\$4,478.00	\$396.00	2	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	UL, ETL, ENERGY STAR	
OpConnect	Level 2 Hardware	L2 EVSE	BTC Power	L2W-40-240-16	Single Port wall-mount, BTC commercial charger, 40 amps, credit card reader, 7" full color LCD	1	208/240v	40	J1772	-	M/R Options	Yes	\$4,161.00	\$235.00	2	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	UL, ETL, ENERGY STAR	
OpConnect	Level 2 Hardware	L2 EVSE	BTC Power	L2W-40-240-15	Dual Port wall-mount, BTC commercial charger, 40 amps, credit card reader, 7" full color LCD	2	208/240v	40	J1772	-	M/R Options	Yes	\$4,644.00	\$396.00	2	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	UL, ETL, ENERGY STAR	
OpConnect	Level 2 Hardware	L2 EVSE	BTC Power	L2P-40-240-16	Single Port pedestal, BTC commercial charger, 40 amps, credit card reader, 7" full color LCD	1	208/240v	40	J1772	-	M/R Options	Yes	\$3,728.00	\$235.00	2	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	UL, ETL, ENERGY STAR	
OpConnect	Level 2 Hardware	L2 EVSE	BTC Power	L2P-40-240-15	Dual Port pedestal, BTC commercial charger, 40 amps, credit card reader, 7" full color LCD	2	208/240v	40	J1772	-	M/R Options	Yes	\$5,349.60	\$396.00	2	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	UL, ETL, ENERGY STAR	
OpConnect	Level 2 Hardware	L2 Accessory	BTC Power	EVPR-RET8-001	L2X charger single port cable management system	1	-	-	-	-	R	-	\$317.00	-	2	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-	
OpConnect	Level 2 Hardware	L2 Accessory	BTC Power	EVPR-RET8-002	L2X charger dual port cable management system	2	-	-	-	-	R	-	\$635.00	-	2	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-	
OpConnect	Level 2 Networked Software	L2 Activation	OpConnect	OP-ACTIVATION-L2	Equipment back office provisioning, configuration, activation of network services, HCS-40/50/60, L2X, and SC3/IC3 series chargers one-time fee	1	-	-	-	-	-	-	\$50.00	-	-	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-	
OpConnect	Level 2 Networked Software	L2 Activation	OpConnect	OP-ACTIVATION-L2H	Equipment back office provisioning, configuration, activation of network services, HCS-80 and CS-100 series chargers one-time fee	1	-	-	-	-	-	-	\$75.00	-	-	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-	
OpConnect	Level 2 Networked Software	L2 Networking	OpConnect	OP-NOC2-L2	OpConnect EV Charger cloud network services, HCS-40 thru HCS-60-B Bluetooth connection and SC3 (Wi-Fi). Priced per port per year	1	-	-	-	-	-	-	\$145.00	-	-	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-	
OpConnect	Level 2 Networked Software	L2 Networking	OpConnect	OP-NOC1-L2	OpConnect EV Charger cloud network services, HCS-40 thru HCS-60-C and IC3 cellular connection. Priced per port per year	1	-	-	-	-	-	-	\$215.00	-	-	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-	
OpConnect	Level 2 Networked Software	L2 Networking	OpConnect	OP-NOC1-L2H	OpConnect high-power L2 EV Charger cloud network services, HCS-80 and CS-100-C cellular connection. Priced per port per year	1	-	-	-	-	-	-	\$270.00	-	-	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-	
OpConnect	Level 2 Networked Software	L2 Networking	OpConnect	OP-NOC1-EVP1	OpConnect EV Charger cloud network services, L2X single port charger. Priced per year.	1	-	-	-	-	-	-	\$235.00	-	-	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-	
OpConnect	Level 2 Networked Software	L2 Networking	OpConnect	OP-NOC1-EVP2	OpConnect EV Charger cloud network services, L2X dual port charger. Priced per year.	2	-	-	-	-	-	-	\$396.00	-	-	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-	
OpConnect	Level 2 Warranty & Service	L2 Warranty	OpConnect	OP-WARR-HCS-01	Extended Warranty for HCS-40 - 1 year extension (parts only) for 4 years total limited warranty	1	-	-	-	-	-	-	\$150.00	-	-	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-	
OpConnect	Level 2 Warranty & Service	L2 Warranty	OpConnect	OP-WARR-HCS-02	Extended Warranty for HCS-40 - 2 years extension (parts only) for 5 years total limited warranty	1	-	-	-	-	-	-	\$290.00	-	-	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-	
OpConnect	Level 2 Warranty & Service	L2 Maintenance	OpConnect	OP-MAINT-02	Maintenance service agreement, HCS-40, 50, 60 chargers. Priced per port per year.	1	-	-	-	-	-	-	\$212.00	-	-	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-	
OpConnect	Level 2 Warranty & Service	L2 Maintenance	OpConnect	OP-MAINT-02H	Maintenance service agreement, HCS-80 CS-100 chargers. Priced per port per year.	1	-	-	-	-	-	-	\$250.00	-	-	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-	
OpConnect	Level 2 Warranty & Service	L2 Maintenance	OpConnect	OP-MSA-EVPL2	Maintenance service agreement, L2X chargers. Priced per port per year.	1	-	-	-	-	-	-	\$260.00	-	-	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-	
OpConnect	OpConnect as a Service (OPaaS) (Level 2)	L2 Charging as a Service (Lease)	Lite-On	OPAAS-IC3-5	Single port, pedestal or wall mount, 40 amp, Level 2 charger, cellular connection, OpConnect app for access control and payment. Includes activation, 5 years networking, and 5 years maintenance plan. Monthly price listed.	1	208/240v	40	J1772	-	M/R Options	Yes	\$85.00	\$1,020.00	5	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	ENERGY STAR
OpConnect	OpConnect as a Service (OPaaS) (Level 2)	L2 Charging as a Service (Lease)	ClipperCreek	OPAAS-HCS40-5	Single port, pedestal or wall mount, 40 amp, Level 2 charger, cellular connection, OpConnect app for access control and payment. Includes activation, 5 years networking, and 5 years maintenance plan. Monthly price listed.	1	208/240v	40	J1772	-	M/R Options	Yes	\$90.00	\$1,080.00	5	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	ETL, cETL, ENERGY STAR
OpConnect	OpConnect as a Service (OPaaS) (Level 2)	L2 Charging as a Service (Lease)	ClipperCreek	OPAAS-HCS50-5	Single port, pedestal or wall mount, 50 amp, Level 2 charger, cellular connection, OpConnect app for access control and payment. Includes activation, 5 years networking, and 5 years maintenance plan. Monthly price listed.	1	208/240v	50	J1772	-	M/R Options	Yes	\$95.00	\$1,140.00	5	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	ETL, cETL, ENERGY STAR
OpConnect	OpConnect as a Service (OPaaS) (Level 2)	L2 Charging as a Service (Lease)	ClipperCreek	OPAAS-HCS60-5	Single port, pedestal or wall mount, 60 amp, Level 2 charger, cellular connection, OpConnect app for access control and payment. Includes activation, 5 years networking, and 5 years maintenance plan. Monthly price listed.	1	208/240v	60	J1772	-	M/R Options	Yes	\$100.00	\$1,200.00	5	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	ETL, cETL, ENERGY STAR
OpConnect	OpConnect as a Service (OPaaS) (Level 2)	L2 Charging as a Service (Lease)	ClipperCreek	OPAAS-HCS80-5	Single port, pedestal or wall mount, 80 amp, Level 2 charger, cellular connection, OpConnect app for access control and payment. Includes activation, 5 years networking, and 5 years maintenance plan. Monthly price listed.	1	208/240v	80	J1772	-	M/R Options	Yes	\$124.00	\$1,488.00	5	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	ETL, cETL, ENERGY STAR
OpConnect	OpConnect as a Service (OPaaS) (Level 2)	L2 Charging as a Service (Lease)	ClipperCreek	OPAAS-CS100-5	Single port, pedestal or wall mount, 100 amp, Level 2 charger, cellular connection, OpConnect app for access control and payment. Includes activation, 5 years networking, and 5 years maintenance plan. Monthly price listed.	1	208/240v	100	J1772	-	M/R Options	Yes	\$147.00	\$1,764.00	5	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	ETL, cETL, ENERGY STAR
OpConnect	OpConnect as a Service (OPaaS) (Level 2)	L2 Charging as a Service (Lease)	BTC Power	OPAAS-L2P30-5	Single Port pedestal or wall, BTC commercial charger, 30 amps, credit card reader, 7" full color LCD. Retractable cable management system included. Includes activation, 5 years networking, and 5 years maintenance plan. Monthly price listed.	1	208/240v	30	J1772	-	M/R Options	Yes	\$141.00	\$1,692.00	5	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	UL, ETL, ENERGY STAR
OpConnect	OpConnect as a Service (OPaaS) (Level 2)	L2 Charging as a Service (Lease)	BTC Power	OPAAS-L2P30-D-5	Dual Port pedestal or wall, BTC commercial charger, 30 amps, credit card reader, 7" full color LCD. Retractable cable management system included. Includes activation, 5 years networking, and 5 years maintenance plan. Monthly price listed.	2	208/240v	30	J1772	-	M/R Options	Yes	\$202.00	\$2,424.00	5	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	UL, ETL, ENERGY STAR
OpConnect	OpConnect as a Service (OPaaS) (Level 2)	L2 Charging as a Service (Lease)	BTC Power	OPAAS-L2P40-5	Single Port pedestal or wall, BTC commercial charger, 40 amps, credit card reader, 7" full color LCD. Retractable cable management system included. Includes activation, 5 years networking, and 5 years maintenance plan. Monthly price listed.	1	208/240v	40																	



September 30, 2021

RFP# THW-1127 Electric Vehicle Chargers – Addendum 2

Prepared For: James Madison University

Prepared By: OpConnect, Inc.

September 30, 2021

Theresa Wuenschel
James Madison University
Procurement Services
Buyer Specialist
wuenscth@jmu.edu

Addendum #1 AH
Addendum #2 AH

THW-1127-5 - REQUEST FOR PROPOSAL FOR ELECTRIC VEHICLE CHARGERS

Subject: Confirmation of Bid Submittal for OpConnect, Inc.

Dear Terri and JMU Procurement Services Evaluation Team Members,

This letter serves as confirmation that OpConnect intends to submit a bid to James Madison University for RFP THW-112705 – Request for Proposals for Electric Vehicle Chargers. This letter also authorizes Andrew Lee, EV Charging Services Sales Representative, to represent OpConnect, Inc. regarding this solicitation and any future with JMU and its affiliate partner organizations. Acknowledgements of the addendum (#1 and #2) are included in this letter as requested.

OpConnect, Inc. is an MBE and DBE certified provider of Electric Vehicle (EV) fueling solutions including EV Supply Equipment (EVSE) made by several manufacturers and cloud-based EV services. Working with numerous fleets, municipalities, and commercial/multifamily properties, OpConnect has been providing secure, reliable, and quick EV charging through their proprietary fueling network since 2012. OpConnect supports the use of diverse workforce and aims to bring EV charging to Disadvantaged Communities through the support of local utility rebates and incentives.

Thank you for this opportunity. We look forward to the possibility of working with the Commonwealth of Virginia, James Madison University, Virginia Clean Cities, and the Virginia Association of State College & University Purchasing Professionals (VASCUPP) to lead the fleet electrification movement.

Regards,



Amy Hillman
Vice President of Sales
OpConnect, Inc.



Andrew Lee
RFP Coordinator
OpConnect, Inc.

OpConnect, Inc.
1020 SE 11th Ave
Portland, OR 97214

REQUEST FOR PROPOSAL
RFP# THW-1127

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

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

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

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

All Inquiries For Information And Clarification Should Be Directed To: TERRI WUENSCHER, Buyer Specialist, Procurement Services, 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:

OpConnect, Inc.
1020 SE 11th Ave, Portland, OR 97214

By: 
(Signature in Ink)

Name: Andrew Lee
(Please Print)

Date: 9/30/21

Title: RFP Coordinator

Web Address: www.opconnect.com

Phone: (562) 667-7582

Email: alee@opconnect.com

Fax #: _____

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

X YES; NO; IF YES ⇒ ⇒ X **SMALL**; WOMAN; X **MINORITY** IF **MINORITY** X **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.



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 AH*” 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 AH*” on the signature page of your proposal.

Sincerely,

Terri Wuenschel
Buyer Specialist
Phone: 540-568-7209

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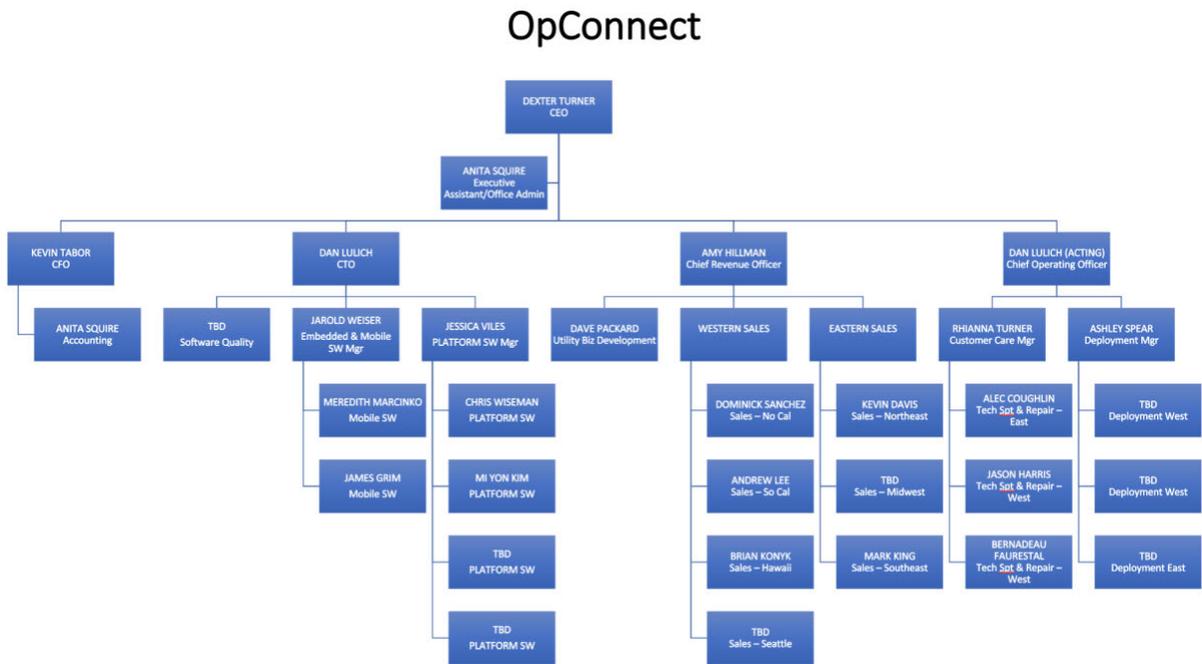
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Company Experience and References

OpConnect, Inc. is the leading minority and veteran owned EVSE networking service provider since 2012. OpConnect currently has 25 full-time employees and has been operating for the past decade. As the primary EV charging network provider in the state of Hawaii, OpConnect has thousands of ports across the United States. Fully OCPP compliant, OpConnect partners with a variety of manufacturers to bring the best solution to fleets, commercial properties, and multifamily dwellings. OpConnect sells and operates electric vehicle (EV) charging stations. We provide an end-to-end EV charging solution that includes EV chargers, a secure wireless network, data management, billing solutions and smartphone applications, all built with aerospace-grade software. Our management team has over 40 years of combined experience in the EVSE space. OpConnect is managing over 1,500 EV charging ports connected to our cloud-based software platform. Our customers include electric utilities, municipalities, fleets, major hotel and hospitality brands, commercial properties, apartment and condos, and rental car agencies. We have also entered into an agreement with an EV charging service provider in New Zealand to use our software platform in a SaaS model to provide charging services in that country and are in discussions with partners to expand into Mexico. At OpConnect, we have installed, commissioned, and provided maintenance for charging stations for multiple entities, including National Grid, Hawaiian Electric Company, and Portland General Electric. Most recently, OpConnect is currently working with the Vermont Public Transportation Association to provide high power AC charging for the incoming electric buses and cutter vans, and with Metropolitan Nashville Public Schools to install L2 fleet/workplace/public charging.

OpConnect Company Organizational Structure		
Dexter Turner	Chief Executive Officer, Founder	dtuner@opconnect.com
Dan Lulich	Chief Technology Officer, Founder	dlulich@opconnect.com
Dave Packard	Chief Operating Officer	dpackard@opconnect.com
Kevin Tabor	Chief Financial Officer	kabor@opconnect.com
Amy Hillman	Vice President of Sales	ahillman@opconnect.com
Jarold Weiser	Vice President of Engineering	jweiser@opconnect.com
Jessica Viles	Platform Software Manager	jviles@opconnect.com
Alex Ho	Software Development	aho@opconnect.com
Mark King	Director of Business	mking@opconnect.com
Kevin Davis	Strategic Account Manager	kdavis@opconnect.com
Barb Weiser	Office Manager	bweiser@opconnect.com
Ashley Spear	Deployment Manager	aspear@opconnect.com
Rhianna Turner	Customer Support Manager	rturner@opconnect.com
Dominick Sanchez	EV Charging Services Sales Representative	dsanchez@opconnect.com

Andrew Lee	EV Charging Services Sales Representative, RFP Coordinator	alee@opconnect.com
Brian Konyk	EV Charging Service Sales Representative	bkonyk@opconnect.com



OpConnect, Inc. is currently COBID certified with the State of Oregon as an Emerging Small Business (ESB). OpConnect is also certified as an MBE with the Supplier Clearinghouse and National Minority Supplier Development Council. OpConnect is currently applying to also be MBE and SBE certified through the Department of Small Business and Supplier Diversity (DSBS), to not only meet, but exceed JMU’s Small, Woman and Minority-owned Business (SWaM) utilization goal of 42% for this solicitation; upon certification, OpConnect should be able to achieve 100% SWaM utilization as the Prime Contractor.

As a minority-owned small emerging business, OpConnect, Inc. encourages and promotes a diverse and inclusive workplace and community. OpConnect strives to provide equal opportunity and benefits to every employee. Currently, over 50% of our full-time employees is a Person of Color or woman, while 40% of our managerial staff are either a Person of Color or woman (with 20% being both). At OpConnect, we value the diversity that our employees and advisors contribute to our products and our environment in an industry where innovation and advancement happens at breakneck speed. OpConnect’s true OCPP compliance and

partnerships with numerous station manufacturers illustrates our company's mission to promote inclusion and diversity, not only in the workforce and culture, but also the nascent Electric Vehicle industry.

To ensure everyone at OpConnect, Inc. is treated with equity, additional training, mentoring, technical training, and professional development opportunities are offered to every employee. OpConnect maintains a positive work environment and culture by providing the resources that allow employees to advance in their career, through policies such as providing stipends for employees wishing to further their education or complete a certification course. To ensure a positive work-life balance, OpConnect provides many benefits to its employees:

- All the Customer Support will be conducted by OpConnect's Oregon-based customer care team, supporting jobs in Oregon that pay an average of \$23/hour with medical, dental, vision and other competitive benefits, including an incentive to purchase or lease an EV.
- Currently, 70% of the content of the chargers is produced in Oregon, with 100% of our metal parts supplied by Swan Island Sheet Metal based in Portland using metals sourced by Oregon-based suppliers and a local Portland area workforce, supporting local jobs in Oregon.
- In addition to providing salaries and earnings exceeding Living Wages, full healthcare coverage including vision and dental, OpConnect, Inc offers employees the following:
 - Option to participate in the companies 401K plan
 - Parental leave for both new mothers and fathers
 - Over 16 paid holidays to ensure every employee of all creeds, cultures, and color is not only included, but celebrated.

OpConnect believes in global climate change, and we want to help mitigate its impacts by providing solutions that maximize the benefits that electric vehicles (EVs) can have to reduce CO2 emissions. We will do this by providing EV charging infrastructure solutions that give EV drivers the best experience possible and help electric utilities maximize the benefits of EVs as distributed energy resources on electric grids. We also believe that being in a sustainability industry is only part of our mission. We want to deliver EV charging infrastructure solutions to the marketplace while simultaneously working to reduce our company's environmental impact. To meet our sustainability mission, OpConnect currently:

- Works to minimize energy usage (and costs) in our facilities
- Recycles and compost in our facilities whenever possible
- Develops packaging solutions that reuse packaging wherever possible
- Reduces the internal use of paper in our facilities and develop paperless processes wherever possible; 30% recycled content will be sourced at a minimum when necessary
- Encourages our employees to use sustainable transportation by purchasing bus/light rail passes for any employee that wishes to use public transportation and providing a \$1,000 subsidy for any employee that purchases an electric vehicle

- Supports flexible working solutions that allow employees to work from home to minimize their transportation emissions (currently over 50% employees work fully remote).
- Works with suppliers that have recyclable or reusable packaging solutions
- Maximizes work subcontracted to local companies and installers, allowing for GHG reductions through minimizing transportation as much as possible.

OpConnect, Inc. also understands the need to serve underrepresented and Disadvantaged Communities. As these areas are generally associated with lower income and higher amounts of environmental hazards such as lower air quality, OpConnect works with customers located in these regions to receive the most amount of funding available through local utility rebate and incentives. While Disadvantage Communities commonly do not have the ability to expend the capital required for an electric vehicle and the charging infrastructure, OpConnect believes through equal access to information, the largest impact, social and environmental, can be made through these communities.

Exemplifying OpConnect's mission to educate and work with communities to reduce environmental impact, a pilot program between OpConnect, Inc. and Hawaii Energy to encourage residents with photovoltaic (PV) systems to charge their electric vehicles during off-peak demand hours from 9 A.M to 2 P.M. in effort to shift electricity loads, was launched in 2015. Hawaii Energy, the ratepayer-funded energy conservation and efficiency program serving Hawaii, Lanai, Maui, Molokai and Oahu, aimed to find out what price PV customers would be willing to charge their EVs during the day when renewable energy was most abundant. This would shift EV charging electric loads to off-peak demand hours rather than peak hours from 5 P.M. to 9 P.M when the majority of residents return home and usually start charging. To educate and encourage participants, a 60% charging discount was offered throughout this pilot program.

Another pilot program was also launched between the Department of the Navy and OpConnect, Inc in 2012. This pilot program featured installations at Navy facilities in Washington, D.C., Maryland, and San Diego. The OpConnect charging stations were used by Navy personnel as part of a pilot program for electric vehicles in Navy facilities. While veteran-owned, OpConnect, Inc. cannot deny that the operations and transportation demands of the Department of Defense play a considerable factor in our nation's emissions and we aim to help mitigate the environmental impact through our company mission, partnerships and operations.

Recently the [Clean Rural Shared Electric Mobility Project](#) (The CRuSE Project) was completed in the community of Hood River, Oregon. The CruSe Project is an electric vehicle carshare project, led by Forth Mobility, which deployed five (5) electric vehicles and five (5) electric vehicle charging stations throughout the communities of Hood River for use by residents, City employees, and visitors. Forth is a Portland-based non-profit trade association whose mission is to progress electric vehicles throughout the Pacific Northwest and beyond, through education,

advocacy, business innovation, and the advancement of smart, electric, and shared mobility options.

The CRuSE project was funded by the [U.S. Department of Energy's Vehicle Technologies Office](#) and Forth, the prime recipient of the Federal Award, partnered with OpConnect, Pacific Power, American Honda, and Envoy Technologies for this community resource project. These companies worked collaboratively to broaden access to electric vehicles and serve underrepresented populations. OpConnect, Inc. supplied the charging station infrastructure and facilitated the installation, while American Honda loaned five post-lease Clarity EVs to the project and Envoy Technologies provided the carsharing platform, enabling users to reserve and access vehicles via a smartphone, paying by the minute or hour, and returning the PEV to its home base. Pacific Power, the local utility, provided matching funds to provide partnership and support.

To ensure community and diversity inclusion was an integral part of this project, Envoy provided a Spanish translation of its app to appeal to diverse community members, alternate payment mechanisms to meet the needs of those without access to credit cards or bank accounts, and tiered pricing structures, enabling the potential for subsidies to be offered to qualified user groups. Forth, OpConnect, worked with the City of Hood River, Hood River Columbia Area Transit, the Port of Hood River and Ride Connection, along with several community organizations such as Columbia Cascade Housing Corporation (an affordable housing provider) and Mid-Columbia Economic Development District to assess transportation needs and establish the Envoy carsharing and OpConnect charging stations at optimal parking locations. The CRuSe Project aim is to bring PEV carsharing services to underserved rural communities nationwide, providing rural America with improved transportation access, energy efficiency and environmental benefits at lower costs to users. As access to public transportation in rural areas tend to be less abundant compared to urban communities, OpConnect hopes this project can be a leading example of the inevitable fleet electrification carsharing movement. Currently, OpConnect, Inc. and Envoy Technologies are working together with Anaheim Public Utility to bring EVSE and carsharing to multifamily residents, focusing those in Disadvantaged Communities.

OpConnect, Inc. is also a part of the Northwest Mountain Minority Supplier Development Council and has been nationally certified as a Minority Business Enterprise. OpConnect is also COBID certified as an Emerging Small Business through the State of Oregon. OpConnect placed 2nd place in the Social Impact Competition of the 2016 Bend Venture Conference Awards, where over \$3,918,000 was awarded in investments and cash prizes. Through the second-place prize, OpConnect was awarded \$100,000. The OpConnect Electric Vehicle Charging System™ was conceived and developed by a team of engineers and technologists that believes in applying innovative technology to optimize our relationship with the natural environment while successfully addressing the business challenges faced by a diverse population of electric vehicle drivers. Members of our Executive Team also serve on the Board of Forth for the past 4 years.

Project Team

For RFP# THW-1127, OpConnect will have the following key team members perform work on this Project:

- **Andrew Lee**, OpConnect, EV Charging Services Sales Representative
- **Amy Hillman**, OpConnect, Vice President of Sales

Andrew Lee has over 4 years' experience engineering and managing electric charging infrastructure projects. Prior to joining OpConnect, Andrew worked as a Project Engineer at a turnkey energy efficiency firm specializing in EV charging infrastructure. In his past role, Andrew gained invaluable experience and knowledge helping design and manage EVSE projects. In the past year and a half, Mr. Lee has helped install over 150 charging ports throughout California and the PNW. Working with various utilities such as Burbank Water and Power, Los Angeles Department of Water and Power, Southern California Edison, and programs such as CALeVIP, Andrew Lee has helped secure over \$1M in rebates to support these projects. Andrew holds a B.S. in Environmental Studies with an emphasis in Renewable Energy, and a Professional Certificate in Technology Management from the University of California, Santa Barbara. During his time at UCSB, Mr. Lee helped co-found the Greeks Go Green organization, served on the Chancellor's Sustainability Committee - Procurement Subcommittee as the only undergraduate member, and was a speaker at the 2018 California Higher Education Sustainability Conference. Since joining OpConnect, Mr. Lee has worked with various municipalities and public entities, such as the Vermont Public Transportation Association and Metropolitan Nashville Public Schools, to aid in their transit electrification initiatives for public, fleet and workplace. Andrew Lee will assist with invoicing, order purchasing, delivery coordination and training on the OpConnect network and application. Mr. Lee can also assist with applying for any incentive or grant programs. Andrew Lee is based in Los Angeles, California and will devote roughly 35% of his time to the Project. Mr. Lee can attend any in-person meetings and site walks as necessary.

Amy Hillman has over 10 years' experience in the EV charging infrastructure sector and serves as OpConnect's Vice President of Sales. Before joining OpConnect, Amy worked at competitor EV charging network provider managing sales teams and projects, mainly focusing on utilities, municipalities, and fleets. Amy is on the founding board of Forth, a group dedicated to accelerating the use of smart transportation to move people and goods in a more efficient, cleaner, and equitable way, as Board President. Amy works with private and public organizations to maximize public, private, fleet and workplace electric vehicle charging options. Previously, Amy worked with ECOtality and Sustainable Industries. She currently serves as board chair for Forth and participates on other sustainability and community-related boards. Amy holds an MBA from Presidio Graduate School (formerly Bainbridge Graduate Institute). Amy Hillman will serve as the Contract Financial Administrator, managing the invoices and billing through JMU's preferred method/service. Amy will also coordinate with our various manufacturers to ensure materials are ordered and delivered on time and minimize lead times as much as possible (if there are any delays). Amy Hillman will also manage all

necessary SWaM reporting and payments to JMU (if OpConnect becomes certified). Ms. Hillman is based in Portland, Oregon and will devote roughly 15% of her time to the project.

OpConnect, Inc. will delegate Andrew Lee and Amy Hillman as the main contacts for this project. Amy and Andrew will coordinate with James Madison University, VASCUPP, Virginia Clean Cities, and any approved subcontractors or additional authorized parties to schedule any applicable meetings, progress updates, and deliverables. Ms. Hillman and Mr. Lee will also be able to assist in the coordination of any installations and consultation of any proposed system designs at the various project sites. If additional support is needed, OpConnect will assign various team members to assist with the scope of work delegated in the contract. Recently, in April of 2021, OpConnect, Inc. secured its first round of funding, raising over \$2 million to scale the company’s operations through the expansion of the sales force, support team, engineering staff, and marketing initiatives. Any appropriate and necessary measures will be taken to ensure the timely and up-to-standards completion of this contract, to the best of our ability.

Additional team members and subcontractors can be assigned to the various projects as necessary, to ensure that all project sites, timelines, and deliverables are properly managed and executed. Local team members and subcontractors will be prioritized. Any additional subcontractors will be required to be approved first by James Madison University or authorized VASCUPP member.

OpConnect currently uses Microsoft Office and OneDrive as it’s cloud-based file management system. All necessary documents, schedules, plans, etc. will be stored securely on OpConnect’s OneDrive. A private-access folder will be created for all authorized James Madison University members to ensure security of all sensitive information regarding the projects are securely stored and easily accessible for JMU and each affiliate institutions. Hardcopies of any documentation can be made available upon request, and OpConnect, Inc. will ensure the upmost security during transit. Any virtual meetings that can be conducted online, will be through Microsoft Teams, or the preferred conference video call platform of JMU. Any trainings can be made available online or in-person, at the discretion of each VASCUPP participant.

Risk Management Plan

Risk Identification	Risk Level (Likelihood)	Impact Level	Risk Management Processing	Risk Mitigation Strategies
Institution Rejects Application	Low; all work satisfies any applicable, necessary building codes	Low	Communicate directly with Institution for all plans to approved	Ensure all work will satisfy all necessary codes, etc.

Unanticipated Additional Works	Low; site preparation difficulties encountered only after project has commenced	Low/Medium – Postpones project completion date	Work with all parties involved to minimize amount of work and costs to complete installation.	Coordinate with VASCUPP and subcontractor to ensure all sites have been prepared for install
Disruption to Services	Medium; some services (e.g electrical) may or will be impacted during the construction	Low - Building tenants may be unable to access certain utility services during construction period.	Give adequate notice to site building tenants of construction schedule and possible disruption to services.	Any work that may result in disruption of services will be carried out in after-hours period. Back up plans to be finalized with the Institution.
Material Lead Time	Medium; current lead times may be extended due to global microchip shortage	Medium - Postpones project completion date	Allocate materials as necessary; expedite orders if needed to ensure timely delivery.	Ensure manufacturers can meet required lead times to have materials delivered on time; create master schedule with JMU and affiliates to minimize late deliveries.
Construction Delays	Medium; may depend on site project scope, availability of trades, weather, permitting requirements, etc.	Medium – Postpones project completion date	Work with the JMU to best coordinate necessary additional construction days to ensure timely project completion as much as possible.	Ensure project manager is fully capable and has submitted appropriate documentation required by the Contract agreement

References

1. Portland General Electric

- Jamie Campbell
 - Customer Specialized Programs
 - Jamie.Campbell@pgn.com
 - (503) 545-5960
- Completed: 2017 – operations currently ongoing on OpConnect network
- Description: Multiple charging stations at various sites throughout Tigard and Salem, Oregon (Courtyard by Marriott – Tigard, Red Lobster – Tigard, Roth's Fresh Markets – Salem). 1 DCFC and 1 L2 charging station installed at each site.

2. Hawaiian Electric Company

- Jimmy Yao
 - Director, Electrification of Transportation
 - Jimmy.yao@hawaiianelectric.com
 - (808) 292-1860
- Project size: \$260,000
- Completed: July 2017 – operations currently ongoing on OpConnect network
- Description: Installation and network operations of 5 public DC fast charging stations throughout island of Oahu, HI (Dole Plantation, Costco Dillingham Rd – Honolulu, 7- Eleven Hawaii Kai, Ko'olau Center, Waianae Mall Makai)

3. Kitsap Transit

- Steffani Lille
 - Director, Service & Capital Development
 - Steffanil@kitsaptransit.com
 - (360) 478-6931
- Project size: \$180,000 + ongoing operation fees
- Completed: April 2013 – operations currently ongoing on OpConnect network
- Description: This project was to install (20) Level 2 EV charging stations at various Park-N-Ride locations throughout Kitsap County, WA

4. City of Seattle

- Jeremy Nichols

- Engineering and Critical Infrastructure Program Manager, Capital Development
- Jeremy.nichols@seattle.gov
- (206)-684-0647
- Completed: 2021 – operations currently ongoing on OpConnect network
- Description: OpConnect Network added on (1) DCFC and (3) L2s with OpConnect Software. Units are BTC Power and were purchased by the City of Seattle. After installation the original network provider was unable to gain approval through the City's IT Department. OpConnect provided security documentation on the OpConnect network, obtained approval, and utilizing OCPP, placed our networking software on these units. Discussions with the City of Seattle are currently being held to procure more DCFC integrated on OpConnect's network. Currently, OpConnect is the only EV charging network provider vendor approved by the City.

5. The Exchange (GIV Group)

- Matt Abbott
 - Director of Sustainability
 - matt@givgroup.org
 - (435) 731-7172
- Completed: August 2020
- Project Description: This project was to install Level 2 EV charging stations in a new mixed-use development. The property features apartments, including units designed for moderate income residents, shared workspaces, and retail. This project took advantage of several OpConnect's advanced features, using our Bluetooth enabled chargers, which were installed at multiple locations throughout the multi-level indoor parking garage. The chargers were segregated into different Wi-Fi LANs (which the chargers automatically establish among themselves) so that each LAN had a maximum load available for charging. Our energy management functionality balances the charging rate among the group of chargers in the LAN to ensure that each LAN does not exceed its available load and overload the electric load center serving that LAN.

6. Blue Cross Blue Shield of Tennessee

- Thomas Nutt
 - Manager of Properties Engineering & Maintenance
 - Thomas_nutt@bcbst.com
 - (336) 883-3235

- Office: (423) 535-3405
- Cell: [REDACTED]
- Completed: September 2019
- Project Description: Installation of (1) dual port 50A L2 charging station for mixed workplace and public charging. Currently on going operations on OpConnect network.

Scope of Work

OpConnect, Inc. understands that the purpose of this Request for Proposal is to solicit sealed proposals from qualified sources to provide Electric Vehicle Service Equipment (EVSE or EV chargers) for James Madison University (JMU), an agency of the Commonwealth of Virginia, and its affiliate organizations in the Virginia Association of State College & University Purchasing Professionals (VASCUPP). OpConnect acknowledges the awarded initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods. OpConnect is currently registered on eVA as a vendor. OpConnect also confirms that we can serve all following zones included in provided Attachment D – Zone Map the Virginia Association of State College & University Purchasing Professionals (VASCUPP):

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 1:</u> University of Virginia – Wise (Wise)

From Addendum No. 1 and 2, OpConnect confirms its understanding that the solicitation is for the **station hardware, networking software, billing services, and warranty/maintenance services only**, with the installation portion of the RFP removed. OpConnect also understand that this current project has limited funds for approximately six (6) L2 fleet EV charger pilot for state agencies, which would be done offsite throughout the Commonwealth; OpConnect can assist with providing technical documentation on the station hardware and network for any other state-funded projects. The Proposer also acknowledges that the specific locations for projects utilizing this contract are not finalized, and that any authorized agency or institution that has cooperative purchasing authority may procure material and services through the stated length of the contract.

OpConnect, Inc. acknowledges and agrees to the General Terms and Conditions of part VII of the RFP document. OpConnect, Inc. attests that there is no pending litigation that could affect the viability of OpConnect's proposal, continuance of existing contracts, operation, or financial stability, or indicate that there is no pending litigation that would impact Proposer's ability to perform the Contract.

OpConnect's true OCPP compliance and aerospace-grade secure network allows the flexibility of choice through our numerous hardware-manufacturer partnerships, while allowing any station offered to be connected seamlessly through our software; this will benefit James Madison University and any authorized purchaser, by letting each future site be individually designed to maximize the current power available, allowing to avoid costly infrastructure upgrades whenever feasible. For RFP# THW-1127, OpConnect proposes the following station manufacturers for Level 2 and Level 3 (DCFC) charging:

- **Level 2**
 - ClipperCreek
 - BTC Power
- **Level 3**
 - ABB
 - BTCPower

Technical Specifications:

OpConnect, Inc. confirms the proposal meets the following Technical Specifications listed in Section IV. Statement of Needs:

- ~~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

Level 2 - ClipperCreek

As the pilot project will be primarily utilized for fleet use, OpConnect, Inc. proposes the **ClipperCreek HCS-Series Level 2 Charging Stations** integrated with OpConnect's networking, as one of the station hardware offerings. The HCS L2 stations comes with the following features and specifications:

- **32A** (7.7 kW @240V)
 - 30 Miles Range Per Hour (RPH)
- **40A** (9.6 kW @240V)
 - 40 Miles RPH
- **50A** (12 kW @ 240V)
 - 50 Miles RPH
- Single or Dual Port
- Wall or Pedestal Mount
- SAE J1772 connector
- NEMA 4
- ETL & Energy Star rated
- RFID reader for group access control
- Cellular, Wi-Fi, or Bluetooth connectivity options
- Retractable Cord Management (Optional Adder)

OpConnect, Inc. recommends the HCS series for any sites that will be "behind-the-fence" or strictly for fleet or JMU employee use, due to their wide range of power output and lower costs resulting from no LCD screen and credit card reader; while the HCS stations is best utilized for

fleet or workplace scenarios, they can be applied in commercial or multi-residential settings as well. These stations, along with rest of the chargers proposed in this proposal, are equipped with RFID capabilities, allowing for features such user group access control. As these stations come in a range of maximum power output, JMU will be able to install higher amperage AC L2 charging stations at facilities where the expected charging demand is large, but there is not enough existing high voltage power to accommodate L3 DC fast charging stations. The flexibility in the higher output L2 charging stations will allow drivers to charge their vehicles faster, allowing for shorter charging turnaround and wait times, which may result in fewer charging stations needing to be installed at each site; this would also help James Madison University future-proof each site by preparing for the higher charging requirements needed for the electric trucks, vans, and shuttle buses that are currently being developed and released.

To further future-proof the charging station systems at the James Madison University and affiliate facilities, OpConnect also proposes the higher-powered ClipperCreek AC L2 charging stations. The proposed stations in this option are the **HCS-80 and CS-100 stations**, that provide 70A or 80A of power, respectively. The HCS-80 and CS-100 stations also feature the following specifications:

- **70A (16.8 kW @ 240V)**
 - 70 Miles RPH
- **80A (19.2 kW @240V)**
 - 80 Miles RPH
- Single or Dual Port
- Wall or Pedestal Mount
- SAE J1772 connector
- NEMA 4
- ETL & Energy Star rated
- RFID reader for group access control

The higher-powered AC L2 charging stations proposed would be recommended for high-usage fleet facilities that contain many medium and heavy-vehicles such as trucks and vans, or frequently visited public sites with a shorter to medium dwell-time (2-3+ hours), such as a recreation center or library parking lot. These faster AC charging stations would enable more drivers to charge and cycle through, generating more revenue for the JMU (for public sites, if desired), while possibly reducing the overall number of stations required at each site. Furthermore, as more electric trucks, vans, and buses are released, JMU can prepare for the inevitable electrification of the Commonwealth's medium and heavy-duty vehicles with the high-power L2 AC charging stations, without the need for costly infrastructure upgrades required for DCFC (if the existing system at the future site cannot accommodate DCFC or upgrades are not feasible/economical).

Level 2 – BTC Power

For any future sites that will be open to the public, OpConnect recommends the **BTC Power EVP Series** Level 2 Charging Stations. The BTC Power EVP L2 stations come in single or dual port configurations, with wall or pedestal mounting options and the following features and specifications:

- **7.2 kW** (240VAC @ 30A)
 - 28 Miles RPH
- **9.6 kW** (240VAC @ 40A)
 - 40 Miles RPH
- SAE J1772 connector
- 25 ft. standard cable length (18 ft. w/ optional cable retractor management)
- Wrap around cord management system
- LCD Display: 500 Nits, 7" Color, 800 x 480, UV Protected
- RFID Reader
- Credit Card Reader included
- Wireless: 2.4 GHz Wi-Fi (802.11 b/g/n)
- Wide Area Network: 4G modem
- OCPP 1.6 compliant
- NEMA 3R
- ETL Certified and UL Compliant (UL 2594, UL 2231-1, UL 2231-2, and NEC Article 625, EMC: FCC Part 15 Class A)

While the BTC Power EVP series stations are best utilized in areas that will allow public charging, due to the additional features that come standard on the stations such as the physical LCD display and credit card reader, these stations can also be used for fleet or workplace settings. These L2 stations also come in wall or pedestal mounting and single or dual port options, enabling these stations to be installed at the most feasible and economic location such as the HCS series. The EVP stations also come in a 30 or 40A option, allowing for slightly quicker charging at applicable locations. The BTC Power stations include an LCD screen and credit card reader, making the stations very public and customer friendly; while a majority of OpConnect's users initiate a charging session through our mobile application, the standard credit card reader will allow any driver to access the charging station without the need of logging into the app, if there is no access to a smartphone. The EVP stations are ideal for public areas such as parking lots, garages, or recreation sites, aimed for a medium to longer dwell time of 4 hours or more. For any high-traffic public, workplace, or fleet properties with existing 480V DC capacity, OpConnect recommends considering the addition of Level 3 DC Fast Chargers, wherever feasible, to provide access to quick charging while future-proofing the charging system located at the proposed site.

Direct Current Fast Chargers (DCFC)

For any high-traffic or publicly available facilities, or sites utilizing medium or heavy-duty vehicles. OpConnect recommends the option of adding Level 3 DCFC (given the existing capacity and feasibility). Through the addition of DCFC stations, James Madison University can ensure the utmost future-proof charging systems by preparing for the development of more efficient batteries capable of higher power outputs, and the eventual electrification of the Commonwealth's transit buses, trucks, vans and forklifts. To allow JMU the most flexibility, OpConnect also proposes the following DC Fast Charging stations in our proposal:

- **24 kW**
 - **ABB Terra DC Wallbox**
 - Rated up to 920VDC
 - 23 ft. CCS-1 cable
 - RFID reader
 - 7" LCD display
 - Basic cable management holster
 - 100 Miles RPH

- **50 kW**
 - **BTC Power Slim Line DCFC**
 - 480VAC input
 - CHAdeMO and CCS-1 charge couplers
 - 15" touchscreen LCD
 - Credit card reader included (standard)
 - Cord retraction
 - 200 Miles RPH

 - **ABB Terra 54 HV C / Terra 54 CJ**
 - Rated up to 920VDC or 500VDC respectively
 - One 20 ft. CCS-1 cable (HV C) OR 20 ft. CCS-1 cable and CHAdeMO cable (only capable of charging one vehicle at a time)
 - RFID reader
 - Optional credit card reader
 - 200 Miles RPH

- **100+ kW**
 - **BTC Power 100 kW DCFC**
 - 480VAC input
 - Dual CCS-1 connectors (or 1 CCS-1 & 1 CHAdeMO)
 - Capable of simultaneous charging on both ports (50A each when two vehicles plugged in)
 - 15" Touchscreen LCD

- Credit Card Reader included (standard)
- Cord retraction
- 400 Miles RPH

- **ABB Terra 124 CC / Terra 124 CJ**
 - Rated up to 920VDC
 - Dual CCS-1 connectors (or 1 CCS-1 & 1 CHAdeMO)
 - Capable of simultaneous charging on both ports (60A when two vehicles plugged in, 120A if only one)
 - RFID reader
 - Optional credit card reader
 - Field upgradeable with additional power modules
 - 400+ Miles RPH

For this solicitation, OpConnect offers a variety of charging outputs for Level 3 DC fast charging, allowing each individual VASCUPP member location to engineer each charging system as efficiently as possible, through proficiently maximizing the existing electricity on-site. For sites with many fleets or medium or heavy-duty vehicles, but inadequate incoming DC power, the **ABB Terra DC Wallbox** is a cost-effective solution that provides a quick charge with its 920VDC rating and 24 kW of output. As newer electric vehicles are manufactured with larger, more efficient batteries, the amount of light and medium-duty EVs that can fully utilize the high 920VDC output will soon become the majority.

For locations that require even quicker charging, OpConnect also proposes 50kW and 100kW+ options. These faster charging Level 3 stations will allow for the quickest driver turnover, while also ensuring system longevity. For the 50kW models, OpConnect proposes the **BTC Power Slim Line DCFC**. This DCFC, best for public or commercial settings, has a max out of 125A and 500VDC, and includes a 15" touchscreen, a credit card reader, and cord retraction as standard features. The Power Slim Line comes with a CCS-1 and CHAdeMO combo, dual CSS-1, and single CCS-1 or CHAdeMO connector configurations; however, for the dual port configurations, only one vehicle may be charged at a time. For more fleet and workplace applications, OpConnect recommends the **ABB Terra 54 HV C / Terra 54 CJ** as another 50kW options. These 50 kW ABB fast chargers also come in either a combo CCS-1 and CHAdeMO, or single CCS-1 connector configuration. The single CCS-1 (Terra 54 HV C) is rated up to 920VDC and would be the recommended stations, as CCS-1 is the North American standard and CHAdeMO is currently being phased out (unless CHAdeMO is a requirement for any potential grant, rebate, or incentive funding).

To maximize the potential for system longevity, OpConnect proposes 100 kW Level 3 Charging Stations as the final option to James Madison University and all VASCUPP members utilizing the contract. Like the BTC Power Slim Line, the BTC Power 100 kW DCFC includes the user-friendly features as standard, allowing for ease of public use. This 100kW charger is capable of

simultaneous charging through the CCS-1/CHAdeMO combo, or single/dual CCS-1/CHAdeMO connectors, delivering up to 50A per vehicle; the CCS-1 cable is rated up to 920V, while the CHAdeMO maxes at 500V. To further ensure future proofing the initial charging system design, OpConnect recommends the **ABB Terra 124 CC / Terra 124 CJ**. The Terra 124 CC/CJ is capable of simultaneous charging through either the dual CCS-1 or combo connector configurations, at 60 kW; when only one vehicle is charging the Terra 124 is capable of 120 kW of output, with the CCS-1 cable maxing out at 920VDC. The ABB Terra 124 series is also modular by design, allowing the future installation of an additional power module. Through a UL certified field technician, another power module can be installed, upgrading the station to 180 kW of total output (90 kW if simultaneously charging). This would allow any sites that have the need and feasibility for fast charging, to provide more than adequate charging speeds, while being able to seamlessly upgrade the stations in the future, without the need to physically remove the existing station and install a new one.

OpConnect as a Service (OPaaS)

OpConnect also offers a comprehensive Charging as a Service program, called “**OpConnect as a Service**” (**OPaaS**), where Purchasers can provide charging as a service/amenity through low monthly payments, and minimal upfront costs. Through OPaaS, the station hardware, networking, warranty, and maintenance services are all included in the monthly cost, allowing for simplicity and ease of mind. Installation of the charging hardware to the “made-ready” infrastructure is included with an OPaaS subscription; removal of the station at the end of the OPaaS subscription term is also included in the monthly pricing. OPaaS is the ideal solution for sites that do not have abundant CapEx to initially purchase outright the charging stations. OPaaS is also great for pilot programs to gather data on usage, while potentially generating revenue from any public charging stations (due to the quicker ROI from the lower upfront costs).

To maximize savings for JMU and associates, OpConnect proposes the 5-year OPaaS options in our pricing schedule (1 and 3-year plans are also available). All Level 2 and Level 3 stations proposed in OpConnect’s proposal can be leased through the OPaaS program. Pricing has been included in Attachment E – Pricing Schedule Response Form. The pricing for each station model has been listed as the all-inclusive monthly price for a 5-year service term.

Networking And Integration

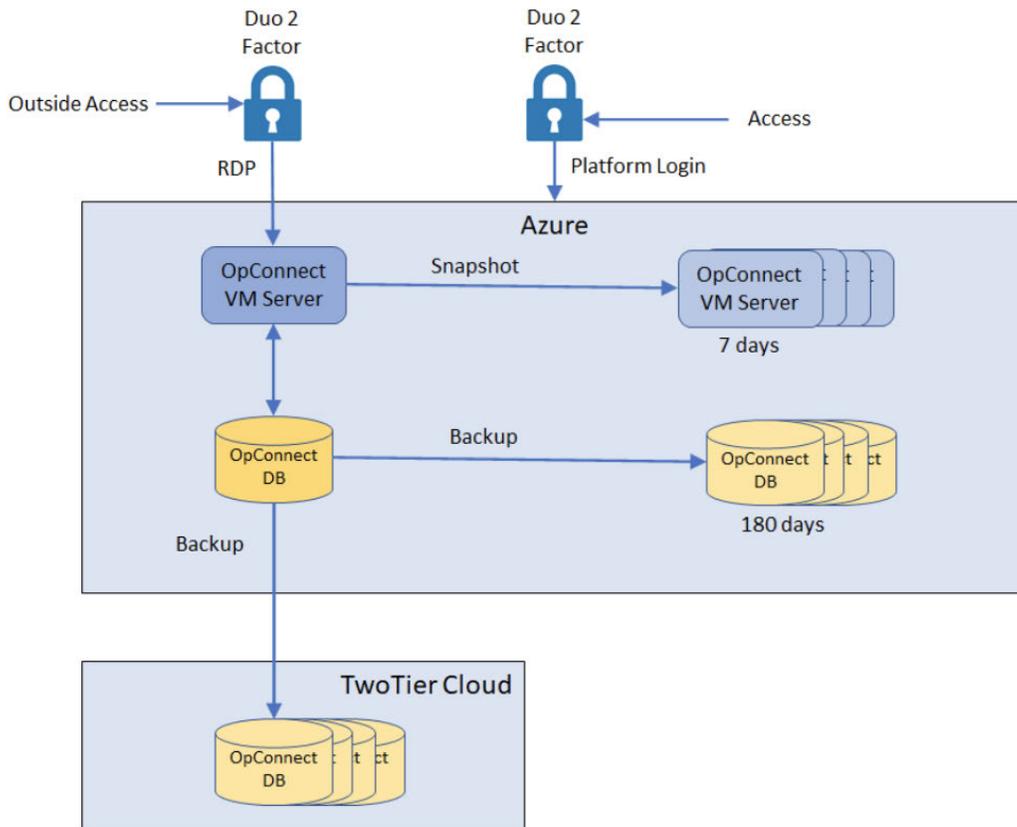
OpConnect, Inc. confirms all Equipment shall be in accordance with Specifications SAE J2847-3.

OpConnect is the most secure, OCPP and OpenADR 2.0b-compliant, EV charging network available, working with a variety of station manufacturers to bring the most efficient design to

each individual project. OpConnect will continue to support OCPP compliance to ensure our software network will support future OCPP versions and more hardware/stations.

Security

Regarding the cybersecurity of OpConnect’s network, OpConnect hired Two Tier Consulting to perform an analysis of the security of our Microsoft Azure cloud environment. With the assistance of Two Tier Consulting, we have implemented measures to protect ourselves. The following diagram is a high-level overview of our new environment, details of which will be discussed after the diagram.



The following is a discussion of the cybersecurity measures for our Azure environment:

Reduction of Attack Surface:

1. We have eliminated unnecessary logins to the Azure platform. Only two (2) logins were deemed necessary.
2. Implementation of two-factor authentication using Duo Security (<https://duo.com/>), now a part of Cisco. Our implementation requires one of two physical mobile devices in addition to one of two passwords to gain access to the platform or VM servers.
3. Duo two-factor authentication required for RDP session
4. RDP port number is obscured
5. ICMP is disabled
6. No FTP ports are open
7. No SSH ports are open
8. DNS, provided by Cloud flare, is used to allow the charging stations to reach the server at www.opconnect.com so that we don't have to load and update IP addresses on the charging station software

Intrusion Protection

1. Servers are protected by Windows Defender. Logs are monitored daily.

Recovery Methodology

1. Database now backed up in two locations – Azure cloud, Two Tier cloud
2. Database is backed up daily with 180 days of retention
3. VM Server snapshot is daily with 7 days retention to ensure recovery from slow moving attack

Other

1. Backups are encrypted at rest – there is no way to compromise backups from our server
2. Software update policy is to
 - a. Apply security patches to server software within 24hrs of receipt
 - b. Apply software updated to server software weekly
3. There are three (3) SHA-256 type of certificates installed on the IIS servers for the URLs www.opconnect.com, www.opconnecthawaii.com and www.myopconnect.com. These certs are from GoDaddy and are automatically reissued.

Ongoing Vulnerability Assessments

1. Weekly vulnerability assessments are conducted using OpenVAS Financial Support.

Possible Attacks

1. To provide financial resources in the event of a breach, a Cyber Insurance Policy has been put in place with Beazley Insurance Company with \$1M of coverage.

Should an internet outage occur, data from charging sessions, prior to internet outage, are stored and any data that has not been downloaded yet would be downloaded and synced with

the cloud network once connectivity is resumed. During this time, charging will operate without the network, as a "non-networked" station.

Data Requirements and Software Integration

The OpConnect network includes the following features:

- Integration with utility customer management systems
- Station owners allowed to have chargers from multiple manufacturers at single location and manage all with one platform
- E-mail and text notifications to drivers when charging complete
- Round-robin reservation system with notifications to next driver in the queue to facilitate turnover throughout the day
- Station Owner Dashboard
 - View real-time charging station status
 - View and download usage and revenue reports (export to Excel/CSV format)
 - Schedule automatic e-mail delivery of usage and revenue reports
 - View open maintenance and support tickets for your chargers
- Flexible Access Control
 - Restrict access to authorized users only (e.g., employees only)
 - Charge different usage rates for different users (e.g., employees charge for free)
 - Station owner can set own rates and update any time with web portal
 - Time-of-day rates with weekday vs weekend rates
 - Time span rates (e.g., costs increase after a certain time period to increase station turnover)
 - Support for credit cards, OpConnect card, Smartphone app
 - Remotely start or stop a charging session or disable a charger
- Maintenance/Repair Ticket System
 - Automatic email notifications to maintenance/repair personnel
 - Track status of maintenance or repair operations
- Portal Administration Functions
 - Multiple access levels (Company Admin, User, Maintenance, etc.)
 - Data views and ability to control chargers (set rate plans, restrict usage, etc.) controlled by access level
- Active Load Management System
 - Minimize costly infrastructure upgrades through Active Load Management
 - Reduce demand charges by configuring stations to limit maximum power output when needed
 - Various options such as First-In-First-Out, Round Robin, and more

Energy Management

With OpConnect’s true OCPP network capabilities, JMU will be able to remotely manage every station offered, regardless of the manufacturer, through one single platform. This will allow JMU and VASCUPP members to engineer each individual project site, with the flexibility of the benefits offered by each manufacturer, without the concern of managing multiple platforms and applications. Through OpConnect, Inc.’s station owner dashboard, JMU and authorized VASCUPP agents will be able to view real-time charging status, set rates and any fees, generate usage and revenue data reports, begin/stop a charging session, create access control groups, initiate a support request, and enable OpConnect’s Active Load Management (ALM) system. Drivers can easily initiate a charging session through the OpConnect mobile app, available on the Apple and Google Play Store. At the end of the quarter or month, OpConnect will remit all payments received from charging sessions (minus 10% for transaction and operating fees) back to James Madison University, allowing the Institution to generate revenue for any public or workplace sites.

Through OpConnect’s ALM capabilities, each site will be able to maximize the number of charging stations and minimize the need for infrastructure upgrades. Each site will be able to set an aggregate maximum load for a group of stations, which will self-manage to remain below the configured allowance with no additional physical hardware required. Each port of a station utilizing OpConnect’s ALM features will have the ability to set allowed load based on percentage of current load or set a maximum load (kW). The most popular ALM options include First-In-First-Out and Round Robin. FIFO allows the first vehicle plugged in to receive the full charging output (until unplugged), while any subsequent vehicles receive an equal percentage of the remaining set maximum load. Round Robin allows all vehicles charging to receive an equal reduced charging rate, with one vehicle charging at full capacity for a set time, which rotates to the next vehicle after the designated duration. These load management capabilities provide many benefits such as reducing peak demand charges and allowing for optimal charging schedules. OpConnect will work with JMU and all affiliates to configure the desired Active Load Management options, and all energy management and load balancing features are included with an OpConnect networking service plan.

Operations, Maintenance, and Operator Experience

OpConnect will provide free comprehensive trainings on how to use the online network dashboard and the mobile application to initiate a charging session. These training sessions can be done completely remote through Teams video calls to ensure efficient trainings that allow for the highest health and safety standards by minimizing the number of in-person meetings necessary but can also be conducted in-person if requested. The training schedule will be finalized between James Madison University and OpConnect for each individual site, no later than 2 weeks from the day of installation.

Any networking plans purchased with each station include our standard 24/7 driver and charger management support. Support for both the station (driver) and charger management software are available 24/7 by calling our Customer Support line at **855-885-9571**. A ticket and follow-up response will be received by within 24 hours of ticket submittal. In the event of a disruption of service, we have customer agents standing by 24/7 to work to resolve any issues that are encountered. After the conclusion of any disruptive event, we will issue a summary report to JMU upon request. OpConnect can also create and distribute monthly service reports, if requested by the University. If any optional Maintenance plans are purchased, inspection and preventative maintenance will occur on a semi-annual basis.

OpConnect uptime is a minimum of 95% and the following are response times with call center open 24x7

1. Tier 1 online and phone evaluation – 24 hours from notification
2. Initial onsite evaluation and service – 72 hours from notification
3. Repair Dispatch (if repair parts not available on initial onsite evaluation) – Five (5) business days after Onsite Evaluation

Scheduled Maintenance Procedures & Estimated Response Times Item Response Time

Scheduled Maintenance Procedures & Estimated Response Times	
Item	Estimated Response Time
Inspection and Preventative Maintenance Service	1st (January-March) and 3rd (July-September) Quarters. Inspection timeline to be provided to Companies for approval by January 15th for that calendar year.
Repair Response Services (non-scheduled maintenance & non-emergency service)	24 Hours
Emergency Response Follow-Up Services	Standard Response: 8 workday hours Critical Response: 2 hours
Emergency Response Follow-Up Services Reports	The immediate next normal workday by 10 a.m.
Scheduled Repair Services	Completed within 2-5 days of approval
Downed (inoperable) station Reports	Mondays before noon
Monthly Summary Reports	Close of Business on (COB) on 5th day of each month
Work not involving the operation of the EVSE	5-10 business days of approval

If James Madison University elects to purchase extended warranty and maintenance services for any locations, OpConnect will manage the local installation and maintenance partner with whom we have a standing relationship, and who has worked with our charging stations in the past, to ensure quality control. Our goal is to ensure that chargers have > 95% uptime. An OpConnect Account Executive will be assigned to each charging site, to allow JMU to have single point of contact for any issues that require immediate attention. We will also continue to check on each station through both the OpConnect portal to ensure that they are running efficiently and effectively. OpConnect will review the field logs and maintenance reports that are issued. Occasional trips will also be made to the locations to ensure that they are aesthetically maintained. We welcome the James Madison University to contact us if there are any issues with the equipment. OpConnect will also schedule with JMU to finalize any preferred maintenance schedules for each individual location, if a Maintenance or OPaaS plan is purchased.

Sample Maintenance Agreement attached.

Warranty

Limited Warranty OpConnect, Inc. warrants the EVSE be free from defects in material and workmanship for a period of 3 years. The warranty period shall commence on the date of acceptance or upon the delivery to the original installation Site or Location. If this product is defective in materials or workmanship during the warranty period, OpConnect will, at its option, repair or replace the product. Repair parts and/or replacement products may be either new or reconditioned at OpConnect's discretion. This limited warranty does not cover service or parts to repair damage due to improper connections with peripherals not provided with the original EVSE equipment, external electrical faults, accident, vandalism, disaster, misuse, abuse or modifications to the product not approved in writing by OpConnect. Any service repair outside the scope of this limited warranty shall be at applicable rates and terms then in effect. This warranty covers factory parts, and required tools, support for installed or updated software and incidentals necessary to complete any required repairs of the EVSE.

This warranty also includes installation of any software updates that are derived during the warranty period. All other express and implied warranties for this product including the warranties of merchantability and fitness for a particular purpose are hereby disclaimed. Some states do not allow the exclusion of implied warranties or limitations on how long an implied warranty lasts, so the above limitation may not apply to you. If this product is not as warranted above, your sole and exclusive remedy shall be repair or replacement as provided above. In no event will OpConnect, any of its authorized sales and service representatives, or its parent company be liable to customer or any third party for any damages in excess of the purchase price of the product. This limitation applies to damages of any kind including any direct or indirect damages, lost profits, lost saving or other special, incidental, exemplary or consequential damages whether for breach of contract, tort or otherwise or whether arising

out of the use of or inability to use the product, even if OpConnect or an authorized OpConnect representative or dealer has been advised of the possibility of such damages or of any claim by any other party. Some states do not allow the exclusion or limitation of incidental damages for some products, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which may vary from state to state.

To obtain warranty service:

Call your nearest authorized Account Executive or OpConnect at support@opconnect.com or 855-885-9571. You will receive information as to how service for the product will be provided. If you have a standard limited warranty that does not include onsite labor and are required to remove and ship the product in for service, you must insure the product, prepay all shipping charges, and properly pack it for shipment in its original shipping container or its equivalent. You are responsible for all loss or damage that may occur in transit. If you have purchased our maintenance service plan OpConnect will dispatch a technician to your location to provide warranty service for your product onsite.

Attachments

Attachment A: Offeror Data Sheet

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

- QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
- YEARS IN BUSINESS:** Indicate the length of time you have been in business providing these types of goods and services. Years 9 Months 7
- 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 #
Portland General Electric	4+ Years	121 SW Salmon St, Portland, OR 97204	Jamie Campbell (503) 545-5960
Hawaiian Electric Company	4+ Years	PO BOX 30620, Honolulu, Hawaii 96820	Jimmy Yao (808) 292-1860
Kitsap Transit	8+ Years	200 S Charleston Blvd, Bremerton, WA 98312	Steffani Lille (360) 478-6931
City of Seattle	1 Year	700 5th Ave, Seattle, WA 98104	Jeremy Nichols (206) 684-0647
GIV Group	1+ Years	50 North 600 West, Unit D Salt Lake City, Utah 84116	Matt Abbott (435) 731-7172
Blue Cross Blue Shield of Tennessee	2+ Years	1 Cameron Hill Circle, Chattanooga TN 37402	Thomas Nutt (336) 883-3235

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

OpConnect, Inc. – 1020 SE 11th Ave, Portland, Oregon 97214

- 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 Business (SWaM) Utilization Plan

ATTACHMENT B

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

Offeror Name: OpConnect, Inc. Preparer Name: Andrew Lee

Date: 9/30/21

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

Application in process

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 **Application in process**

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).

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

Procurement Name and Number: THW-1127 Electric Vehicle Chargers

Date Form Completed: 9/30/21

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

Offeror / Proposer:

OpConnect, Inc.
Firm

1020 SE 11th Ave, Portland, OR, 97214
Address

Andrew Lee, (562) 667-7582
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)
<p>*Applications for SWaM MBE and SBE certifications currently in process, if certified OpConnect can exceed SWaM utilization goal of 42% as Prime Contractor (at 100%)</p>					

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

RETURN OF THIS PAGE IS REQUIRED

Attachment E: Pricing Schedule Response Form

Attached below as PDF document. Excel file included with electronic copy.

CONCRETE IN CONCRETE

MASTER PUNCH SHEET

Item	Item Description	Unit	Quantity	Rate	Total	Material	Labour	Plant	Other	Remarks
1	1.000 m ³ concrete (C20)	m ³	1.000	120.00	120.00	1.000	1.000	1.000	1.000	
2	1.000 m ³ concrete (C25)	m ³	1.000	130.00	130.00	1.000	1.000	1.000	1.000	
3	1.000 m ³ concrete (C30)	m ³	1.000	140.00	140.00	1.000	1.000	1.000	1.000	
4	1.000 m ³ concrete (C35)	m ³	1.000	150.00	150.00	1.000	1.000	1.000	1.000	
5	1.000 m ³ concrete (C40)	m ³	1.000	160.00	160.00	1.000	1.000	1.000	1.000	
6	1.000 m ³ concrete (C45)	m ³	1.000	170.00	170.00	1.000	1.000	1.000	1.000	
7	1.000 m ³ concrete (C50)	m ³	1.000	180.00	180.00	1.000	1.000	1.000	1.000	
8	1.000 m ³ concrete (C55)	m ³	1.000	190.00	190.00	1.000	1.000	1.000	1.000	
9	1.000 m ³ concrete (C60)	m ³	1.000	200.00	200.00	1.000	1.000	1.000	1.000	
10	1.000 m ³ concrete (C65)	m ³	1.000	210.00	210.00	1.000	1.000	1.000	1.000	
11	1.000 m ³ concrete (C70)	m ³	1.000	220.00	220.00	1.000	1.000	1.000	1.000	
12	1.000 m ³ concrete (C75)	m ³	1.000	230.00	230.00	1.000	1.000	1.000	1.000	
13	1.000 m ³ concrete (C80)	m ³	1.000	240.00	240.00	1.000	1.000	1.000	1.000	
14	1.000 m ³ concrete (C85)	m ³	1.000	250.00	250.00	1.000	1.000	1.000	1.000	
15	1.000 m ³ concrete (C90)	m ³	1.000	260.00	260.00	1.000	1.000	1.000	1.000	
16	1.000 m ³ concrete (C95)	m ³	1.000	270.00	270.00	1.000	1.000	1.000	1.000	
17	1.000 m ³ concrete (C100)	m ³	1.000	280.00	280.00	1.000	1.000	1.000	1.000	
18	1.000 m ³ concrete (C105)	m ³	1.000	290.00	290.00	1.000	1.000	1.000	1.000	
19	1.000 m ³ concrete (C110)	m ³	1.000	300.00	300.00	1.000	1.000	1.000	1.000	
20	1.000 m ³ concrete (C115)	m ³	1.000	310.00	310.00	1.000	1.000	1.000	1.000	
21	1.000 m ³ concrete (C120)	m ³	1.000	320.00	320.00	1.000	1.000	1.000	1.000	
22	1.000 m ³ concrete (C125)	m ³	1.000	330.00	330.00	1.000	1.000	1.000	1.000	
23	1.000 m ³ concrete (C130)	m ³	1.000	340.00	340.00	1.000	1.000	1.000	1.000	
24	1.000 m ³ concrete (C135)	m ³	1.000	350.00	350.00	1.000	1.000	1.000	1.000	
25	1.000 m ³ concrete (C140)	m ³	1.000	360.00	360.00	1.000	1.000	1.000	1.000	
26	1.000 m ³ concrete (C145)	m ³	1.000	370.00	370.00	1.000	1.000	1.000	1.000	
27	1.000 m ³ concrete (C150)	m ³	1.000	380.00	380.00	1.000	1.000	1.000	1.000	
28	1.000 m ³ concrete (C155)	m ³	1.000	390.00	390.00	1.000	1.000	1.000	1.000	
29	1.000 m ³ concrete (C160)	m ³	1.000	400.00	400.00	1.000	1.000	1.000	1.000	
30	1.000 m ³ concrete (C165)	m ³	1.000	410.00	410.00	1.000	1.000	1.000	1.000	
31	1.000 m ³ concrete (C170)	m ³	1.000	420.00	420.00	1.000	1.000	1.000	1.000	
32	1.000 m ³ concrete (C175)	m ³	1.000	430.00	430.00	1.000	1.000	1.000	1.000	
33	1.000 m ³ concrete (C180)	m ³	1.000	440.00	440.00	1.000	1.000	1.000	1.000	
34	1.000 m ³ concrete (C185)	m ³	1.000	450.00	450.00	1.000	1.000	1.000	1.000	
35	1.000 m ³ concrete (C190)	m ³	1.000	460.00	460.00	1.000	1.000	1.000	1.000	
36	1.000 m ³ concrete (C195)	m ³	1.000	470.00	470.00	1.000	1.000	1.000	1.000	
37	1.000 m ³ concrete (C200)	m ³	1.000	480.00	480.00	1.000	1.000	1.000	1.000	
38	1.000 m ³ concrete (C205)	m ³	1.000	490.00	490.00	1.000	1.000	1.000	1.000	
39	1.000 m ³ concrete (C210)	m ³	1.000	500.00	500.00	1.000	1.000	1.000	1.000	
40	1.000 m ³ concrete (C215)	m ³	1.000	510.00	510.00	1.000	1.000	1.000	1.000	
41	1.000 m ³ concrete (C220)	m ³	1.000	520.00	520.00	1.000	1.000	1.000	1.000	
42	1.000 m ³ concrete (C225)	m ³	1.000	530.00	530.00	1.000	1.000	1.000	1.000	
43	1.000 m ³ concrete (C230)	m ³	1.000	540.00	540.00	1.000	1.000	1.000	1.000	
44	1.000 m ³ concrete (C235)	m ³	1.000	550.00	550.00	1.000	1.000	1.000	1.000	
45	1.000 m ³ concrete (C240)	m ³	1.000	560.00	560.00	1.000	1.000	1.000	1.000	
46	1.000 m ³ concrete (C245)	m ³	1.000	570.00	570.00	1.000	1.000	1.000	1.000	
47	1.000 m ³ concrete (C250)	m ³	1.000	580.00	580.00	1.000	1.000	1.000	1.000	
48	1.000 m ³ concrete (C255)	m ³	1.000	590.00	590.00	1.000	1.000	1.000	1.000	
49	1.000 m ³ concrete (C260)	m ³	1.000	600.00	600.00	1.000	1.000	1.000	1.000	
50	1.000 m ³ concrete (C265)	m ³	1.000	610.00	610.00	1.000	1.000	1.000	1.000	
51	1.000 m ³ concrete (C270)	m ³	1.000	620.00	620.00	1.000	1.000	1.000	1.000	
52	1.000 m ³ concrete (C275)	m ³	1.000	630.00	630.00	1.000	1.000	1.000	1.000	
53	1.000 m ³ concrete (C280)	m ³	1.000	640.00	640.00	1.000	1.000	1.000	1.000	
54	1.000 m ³ concrete (C285)	m ³	1.000	650.00	650.00	1.000	1.000	1.000	1.000	
55	1.000 m ³ concrete (C290)	m ³	1.000	660.00	660.00	1.000	1.000	1.000	1.000	
56	1.000 m ³ concrete (C295)	m ³	1.000	670.00	670.00	1.000	1.000	1.000	1.000	
57	1.000 m ³ concrete (C300)	m ³	1.000	680.00	680.00	1.000	1.000	1.000	1.000	
58	1.000 m ³ concrete (C305)	m ³	1.000	690.00	690.00	1.000	1.000	1.000	1.000	
59	1.000 m ³ concrete (C310)	m ³	1.000	700.00	700.00	1.000	1.000	1.000	1.000	
60	1.000 m ³ concrete (C315)	m ³	1.000	710.00	710.00	1.000	1.000	1.000	1.000	
61	1.000 m ³ concrete (C320)	m ³	1.000	720.00	720.00	1.000	1.000	1.000	1.000	
62	1.000 m ³ concrete (C325)	m ³	1.000	730.00	730.00	1.000	1.000	1.000	1.000	
63	1.000 m ³ concrete (C330)	m ³	1.000	740.00	740.00	1.000	1.000	1.000	1.000	
64	1.000 m ³ concrete (C335)	m ³	1.000	750.00	750.00	1.000	1.000	1.000	1.000	
65	1.000 m ³ concrete (C340)	m ³	1.000	760.00	760.00	1.000	1.000	1.000	1.000	
66	1.000 m ³ concrete (C345)	m ³	1.000	770.00	770.00	1.000	1.000	1.000	1.000	
67	1.000 m ³ concrete (C350)	m ³	1.000	780.00	780.00	1.000	1.000	1.000	1.000	
68	1.000 m ³ concrete (C355)	m ³	1.000	790.00	790.00	1.000	1.000	1.000	1.000	
69	1.000 m ³ concrete (C360)	m ³	1.000	800.00	800.00	1.000	1.000	1.000	1.000	
70	1.000 m ³ concrete (C365)	m ³	1.000	810.00	810.00	1.000	1.000	1.000	1.000	
71	1.000 m ³ concrete (C370)	m ³	1.000	820.00	820.00	1.000	1.000	1.000	1.000	
72	1.000 m ³ concrete (C375)	m ³	1.000	830.00	830.00	1.000	1.000	1.000	1.000	
73	1.000 m ³ concrete (C380)	m ³	1.000	840.00	840.00	1.000	1.000	1.000	1.000	
74	1.000 m ³ concrete (C385)	m ³	1.000	850.00	850.00	1.000	1.000	1.000	1.000	
75	1.000 m ³ concrete (C390)	m ³	1.000	860.00	860.00	1.000	1.000	1.000	1.000	
76	1.000 m ³ concrete (C395)	m ³	1.000	870.00	870.00	1.000	1.000	1.000	1.000	
77	1.000 m ³ concrete (C400)	m ³	1.000	880.00	880.00	1.000	1.000	1.000	1.000	
78	1.000 m ³ concrete (C405)	m ³	1.000	890.00	890.00	1.000	1.000	1.000	1.000	
79	1.000 m ³ concrete (C410)	m ³	1.000	900.00	900.00	1.000	1.000	1.000	1.000	
80	1.000 m ³ concrete (C415)	m ³	1.000	910.00	910.00	1.000	1.000	1.000	1.000	
81	1.000 m ³ concrete (C420)	m ³	1.000	920.00	920.00	1.000	1.000	1.000	1.000	
82	1.000 m ³ concrete (C425)	m ³	1.000	930.00	930.00	1.000	1.000	1.000	1.000	
83	1.000 m ³ concrete (C430)	m ³	1.000	940.00	940.00	1.000	1.000	1.000	1.000	
84	1.000 m ³ concrete (C435)	m ³	1.000	950.00	950.00	1.000	1.000	1.000	1.000	
85	1.000 m ³ concrete (C440)	m ³	1.000	960.00	960.00	1.000	1.000	1.000	1.000	
86	1.000 m ³ concrete (C445)	m ³	1.000	970.00	970.00	1.000	1.000	1.000	1.000	
87	1.000 m ³ concrete (C450)	m ³	1.000	980.00	980.00	1.000	1.000	1.000	1.000	
88	1.000 m ³ concrete (C455)									

EVSE Product Options 1) Level 1 Ha dwa e 2) Level 2 Ha dwa e 3) DDC Ha dwa e 4) Level 1 and Level 2 Ha dwa e, 5) Level 2 and DDC Ha dwa e
 6) Network Software 7) Billing Services 8) Security Assessment 9) Other

LEVEL 2 PRICING ONLY				Detailed Breakdown of Contract Price																						
Vendor	EVSE Product*	If "Other" EVSE Product please list below	Manufacturer	Model Number	Description	Number of Ports	Electrical Specs - volts	Required Amps, or Range	Connector Compatibility	If "Other" Connector please specify below	Grid-Elec. available	Require Software Package	Contract Price	Annual Service Fee	Warranty (years)	1-4 Units	5-10 Units	11-20 Units	21-30 Units	31-50 Units	51-75 Units	76-100 Units	>100 Units	3rd Party Care/Evaluation Company		
OpConnect	Level 2 Ha dwa e	L2 EVSE	Cl ppe C eek	HCS-40-N-B	5 ngle po t, wa l mount, 40 amp, Level 2 cha ge , Bluetooth connect on, OpConnect app fo access cont ol and payment	1	208/240v	40	J1772	-	M/R Opt ons	Yes	\$1,450.00	\$145.00	3	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	ETL ,eTL, ENERGY STAR		
OpConnect	Level 2 Ha dwa e	L2 EVSE	Cl ppe C eek	HCS-40-N-C	5 ngle po t, wall mount, 40 amp, Level 2 cha ge , cellula connect on, OpConnect app fo access cont ol and payment	1	208/240v	40	J1772	-	M/R Opt ons	Yes	\$1,885.00	\$215.00	3	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	ETL ,eTL, ENERGY STAR		
OpConnect	Level 2 Ha dwa e	L2 EVSE	Cl ppe C eek	HCS-50-N-B	5 ngle po t, wa l mount, 50 amp, Level 2 cha ge , Bluetooth connect on, OpConnect app fo access cont ol and payment	1	208/240v	50	J1772	-	M/R Opt ons	Yes	\$1,615.00	\$145.00	3	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	ETL ,eTL, ENERGY STAR		
OpConnect	Level 2 Ha dwa e	L2 EVSE	Cl ppe C eek	HCS-50-N-C	5 ngle po t, wall mount, 50 amp, Level 2 cha ge , cellula connect on, OpConnect app fo access cont ol and payment	1	208/240v	50	J1772	-	M/R Opt ons	Yes	\$2,199.00	\$215.00	3	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	ETL ,eTL, ENERGY STAR		
OpConnect	Level 2 Ha dwa e	L2 EVSE	Cl ppe C eek	HCS-60-N-B	5 ngle po t, wa l mount, 60 amp, Level 2 cha ge , Bluetooth connect on, OpConnect app fo access cont ol and payment	1	208/240v	60	J1772	-	M/R Opt ons	Yes	\$2,047.00	\$145.00	3	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	ETL ,eTL, ENERGY STAR		
OpConnect	Level 2 Ha dwa e	L2 EVSE	Cl ppe C eek	HCS-60-N-C	5 ngle po t, wall mount, 60 amp, Level 2 cha ge , cellula connect on, OpConnect app fo access cont ol and payment	1	208/240v	60	J1772	-	M/R Opt ons	Yes	\$2,587.00	\$215.00	3	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	ETL ,eTL, ENERGY STAR		
OpConnect	Level 2 Ha dwa e	L2 EVSE	Cl ppe C eek	HCS-80-N-C	5 ngle po t, wall mount, 80 amp, Level 2 cha ge , cellula connect on	1	208/240v	80	J1772	-	M/R Opt ons	Yes	\$2,965.00	\$215.00	3	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	ETL ,eTL, ENERGY STAR		
OpConnect	Level 2 Ha dwa e	L2 EVSE	Cl ppe C eek	CS-100-N-C	5 ngle po t, wall mount, 100 amp, Level 2 cha ge , cellula connect on	1	208/240v	60	J1772	-	M/R Opt ons	Yes	\$4,383.00	\$215.00	3	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	ETL ,eTL, ENERGY STAR		
OpConnect	Level 2 Ha dwa e	L2 EVSE	Cl ppe C eek	OC-00-024	OpConnect Pedestal, 4 h gh, 5 ngle cha ge mount ng	-	-	-	-	-	-	-	\$650.00	-	3	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-		
OpConnect	Level 2 Ha dwa e	L2 Accessory	Cl ppe C eek	OC-00-020	Dual cha ge mount ng k t fo 4 h gh pedestal equ ed to mount two po ts on a ngle pedestal	-	-	-	-	-	-	-	\$88.00	-	3	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-		
OpConnect	Level 2 Ha dwa e	L2 Accessory	Cl ppe C eek	9300-00-000	HCS Wall-mounted cable management et actio (pe to l)	1	-	-	-	-	-	-	\$385.00	-	3	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-		
OpConnect	Level 2 Ha dwa e	L2 Accessory	Cl ppe C eek	9300-00-027	HCS cable management system, 5 ngle po t HCS Cha ge s	1	-	-	-	-	-	-	\$688.00	-	3	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-		
OpConnect	Level 2 Ha dwa e	L2 Accessory	Cl ppe C eek	9300-00-028	HCS cable management system, dual po t HCS Cha ge s	2	-	-	-	-	-	-	\$968.00	-	3	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-		
OpConnect	Level 2 Ha dwa e	L2 EVSE	BTC Power	L2W-40-240-16	5 ngle Po t wall-mount, BTC comme c al cha ge , 30 amps, c ed t ca d eade , 7" full colo LCD	1	208/240v	30	J1772	-	M/R Opt ons	Yes	\$3,456.00	\$235.00	2	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	UL ETL ENERGY STAR		
OpConnect	Level 2 Ha dwa e	L2 EVSE	BTC Power	L2W-30-240-15	Dual Po t wall-mount, BTC comme c al cha ge , 30 amps, c ed t ca d eade , 7" full colo LCD	2	208/240v	30	J1772	-	M/R Opt ons	Yes	\$4,212.00	\$396.00	2	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	UL ETL ENERGY STAR		
OpConnect	Level 2 Ha dwa e	L2 EVSE	BTC Power	L2P-30-240-16	5 ngle Po t pedestal, BTC comme c al cha ge , 30 amps, c ed t ca d eade , 7" full colo LCD	1	208/240v	30	J1772	-	M/R Opt ons	Yes	\$3,722.00	\$235.00	2	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	UL ETL ENERGY STAR		
OpConnect	Level 2 Ha dwa e	L2 EVSE	BTC Power	L2P-30-240-15	Dual Po t pedestal, BTC comme c al cha ge , 30 amps, c ed t ca d eade , 7" full colo LCD	2	208/240v	30	J1772	-	M/R Opt ons	Yes	\$4,478.00	\$396.00	2	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	UL ETL ENERGY STAR		
OpConnect	Level 2 Ha dwa e	L2 EVSE	BTC Power	L2W-40-240-16	5 ngle Po t wall-mount, BTC comme c al cha ge , 40 amps, c ed t ca d eade , 7" full colo LCD	1	208/240v	40	J1772	-	M/R Opt ons	Yes	\$4,161.00	\$235.00	2	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	UL ETL ENERGY STAR		
OpConnect	Level 2 Ha dwa e	L2 EVSE	BTC Power	L2W-40-240-15	Dual Po t wall-mount, BTC comme c al cha ge , 40 amps, c ed t ca d eade , 7" full colo LCD	2	208/240v	40	J1772	-	M/R Opt ons	Yes	\$4,644.00	\$396.00	2	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	UL ETL ENERGY STAR		
OpConnect	Level 2 Ha dwa e	L2 EVSE	BTC Power	L2P-40-240-16	5 ngle Po t pedestal, BTC comme c al cha ge , 40 amps, c ed t ca d eade , 7" full colo LCD	1	208/240v	40	J1772	-	M/R Opt ons	Yes	\$3,728.00	\$235.00	2	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	UL ETL ENERGY STAR		
OpConnect	Level 2 Ha dwa e	L2 EVSE	BTC Power	L2P-40-240-15	Dual Po t pedestal, BTC comme c al cha ge , 40 amps, c ed t ca d eade , 7" full colo LCD	2	208/240v	40	J1772	-	M/R Opt ons	Yes	\$5,349.00	\$396.00	2	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	UL ETL ENERGY STAR		
OpConnect	Level 2 Ha dwa e	L2 Accessory	BTC Power	EVP-RETR-001	L2X cha ge ngle po t cable management system	1	-	-	-	-	R	-	\$317.00	-	2	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-		
OpConnect	Level 2 Ha dwa e	L2 Accessory	BTC Power	EVP-RETR-002	L2X cha ge dual po t cable management system	2	-	-	-	-	R	-	\$639.00	-	2	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-		
OpConnect	Level 2 Network Software e	L2 Act vat on	OpConnect	OP-ACTIVATION-L2	Equipment back off ce p ov on ng, conf gu at on, act vat on of netwo k se v ces, HCS-40-60 and L2X se es cha ge s one t me fee	1	-	-	-	-	-	-	\$50.00	-	-	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-		
OpConnect	Level 2 Network Software e	L2 Act vat on	OpConnect	OP-ACTIVATION-L2H	Equipment back off ce p ov on ng, conf gu at on, act vat on of netwo k se v ces, HCS-80 and CS-100 se es cha ge s one t me fee	1	-	-	-	-	-	-	\$75.00	-	-	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-		
OpConnect	Level 2 Network Software e	L2 Network k ng	OpConnect	OP-NDC2-L2	OpConnect EV Cha ge cloud netwo k se v ces, HCS-40 th u HCS-60 Bluetooth connect on, P ed pe po t pe ya	1	-	-	-	-	-	-	\$145.00	-	-	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-		
OpConnect	Level 2 Network Software e	L2 Network k ng	OpConnect	OP-NDC1-L2	OpConnect EV Cha ge cloud netwo k se v ces, HCS-40 th u HCS-60 Cellula connect on, P ed pe po t pe ya	1	-	-	-	-	-	-	\$215.00	-	-	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-		
OpConnect	Level 2 Network Software e	L2 Network k ng	OpConnect	OP-NOCI-L2H	OpConnect h gh-powe L2 EV Cha ge cloud netwo k se v ces, HCS-80 and CS-100 cellula connect on, P ed pe po t pe ya	1	-	-	-	-	-	-	\$270.00	-	-	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-		
OpConnect	Level 2 Network Software e	L2 Network k ng	OpConnect	OP-NOCI-EVP1	OpConnect EV Cha ge cloud netwo k se v ces, L2X ngle po t cha ge . P ed pe ya	1	-	-	-	-	-	-	\$235.00	-	-	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-		
OpConnect	Level 2 Network Software e	L2 Network k ng	OpConnect	OP-NOCI-EVP2	OpConnect EV Cha ge cloud netwo k se v ces, L2X dual po t cha ge . P ed pe ya	2	-	-	-	-	-	-	\$396.00	-	-	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-		
OpConnect	Level 2 Warranty & Service	L2 Wa anty	OpConnect	OP-WARR-HCS-01	Extended Wa anty fo HCS-40-2 ya s extens on (pa to only) fo 4 ya s total l m ted wa anty	1	-	-	-	-	-	-	\$150.00	-	-	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-		
OpConnect	Level 2 Warranty & Service	L2 Wa anty	OpConnect	OP-WARR-HCS-02	Extended Wa anty fo HCS-40-2 ya s extens on (pa to only) fo 5 ya s total l m ted wa anty	1	-	-	-	-	-	-	\$290.00	-	-	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-		
OpConnect	Level 2 Warranty & Service	L2 Ma ntenance	OpConnect	OP-MAINT-02	Ma ntenance se v ce ag eement, HCS-40, 50, 60 cha ge s, P ed pe po t pe ya	1	-	-	-	-	-	-	\$212.00	-	-	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-		
OpConnect	Level 2 Warranty & Service	L2 Ma ntenance	OpConnect	OP-MAINT-02H	Ma ntenance se v ce ag eement, HCS-80 CS-100 cha ge s, P ed pe po t pe ya	1	-	-	-	-	-	-	\$250.00	-	-	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-		
OpConnect	Level 2 Warranty & Service	L2 Ma ntenance	OpConnect	OP-MSA-EVP2	Ma ntenance se v ce ag eement, L2X cha ge s, P ed pe po t pe ya	1	-	-	-	-	-	-	\$260.00	-	-	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-		
OpConnect	OpConnect as a Service (OpaaS) (Level 2)	L2 Cha g ng as a Se v ce (Lease)	Cl ppe C eek	OPAA5-HCS40-5	5 ngle po t, pedestal o wa l mount, 40 amp, Level 2 cha ge , cellula connect on, OpConnect app fo access cont ol and payment. Includes act vat on, 5 ya s netwo k ng, and 5 ya s ma ntenance plan. Monthly p ce l sted.	1	208/240v	40	J1772	-	M/R Opt ons	Yes	\$90.00	\$1,080.00	5	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	ETL ,eTL, ENERGY STAR	
OpConnect	OpConnect as a Service (OpaaS) (Level 2)	L2 Cha g ng as a Se v ce (Lease)	Cl ppe C eek	OPAA5-HCS50-5	5 ngle po t, pedestal o wa l mount, 50 amp, Level 2 cha ge , cellula connect on, OpConnect app fo access cont ol and payment. Includes act vat on, 5 ya s netwo k ng, and 5 ya s ma ntenance plan. Monthly p ce l sted.	1	208/240v	50	J1772	-	M/R Opt ons	Yes	\$95.00	\$1,140.00	5	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	ETL ,eTL, ENERGY STAR	
OpConnect	OpConnect as a Service (OpaaS) (Level 2)	L2 Cha g ng as a Se v ce (Lease)	Cl ppe C eek	OPAA5-HCS60-5	5 ngle po t, pedestal o wa l mount, 60 amp, Level 2 cha ge , cellula connect on, OpConnect app fo access cont ol and payment. Includes act vat on, 5 ya s netwo k ng, and 5 ya s ma ntenance plan. Monthly p ce l sted.	1	208/240v	60	J1772	-	M/R Opt ons	Yes	\$100.00	\$1,200.00	5	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	ETL ,eTL, ENERGY STAR	
OpConnect	OpConnect as a Service (OpaaS) (Level 2)	L2 Cha g ng as a Se v ce (Lease)	Cl ppe C eek	OPAA5-HCS80-5	5 ngle po t, pedestal o wa l mount, 80 amp, Level 2 cha ge , cellula connect on, OpConnect app fo access cont ol and payment. Includes act vat on, 5 ya s netwo k ng, and 5 ya s ma ntenance plan. Monthly p ce l sted.	1	208/240v	80	J1772	-	M/R Opt ons	Yes	\$124.00	\$1,488.00	5	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	ETL ,eTL, ENERGY STAR	
OpConnect	OpConnect as a Service (OpaaS) (Level 2)	L2 Cha g ng as a Se v ce (Lease)	Cl ppe C eek	OPAA5-CS100-5	5 ngle po t, pedestal o wall mount, 100 amp, Level 2 cha ge , cellula connect on, OpConnect app fo access cont ol and payment. Includes act vat on, 5 ya s netwo k ng, and 5 ya s ma ntenance plan. Monthly p ce l sted.	1	208/240v	100	J1772	-	M/R Opt ons	Yes	\$147.00	\$1,764.00	5	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	ETL ,eTL, ENERGY STAR	
OpConnect	OpConnect as a Service (OpaaS) (Level 2)	L2 Cha g ng as a Se v ce (Lease)	BTC Power	OPAA5-L2P30-5	5 ngle Po t pedestal o wa l, BTC comme c al cha ge , 30 amps, c ed t ca d eade , 7" full colo LCD. Red actable cable management system included. Includes act vat on, 5 ya s netwo k ng, and 5 ya s ma ntenance plan. Monthly p ce l sted.	1	208/240v	30	J1772	-	M/R Opt ons	Yes	\$141.00	\$1,692.00	5	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	UL ETL ENERGY STAR
OpConnect	OpConnect as a Service (OpaaS) (Level 2)	L2 Cha g ng as a Se v ce (Lease)	BTC Power	OPAA5-L2P30-D-5	Dual Po t pedestal o wall, BTC comme c al cha ge , 30 amps, c ed t ca d eade , 7" full colo LCD. Red actable cable management system included. Includes act vat on, 5 ya s netwo k ng, and 5 ya s ma ntenance plan. Monthly p ce l sted.	2	208/240v	30	J1772	-	M/R Opt ons	Yes	\$202.00	\$2,424.00	5	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	UL ETL ENERGY STAR
OpConnect	OpConnect as a Service (OpaaS) (Level 2)	L2 Cha g ng as a Se v ce (Lease)	BTC Power	OPAA5-L2P40-5	5 ngle Po t pedestal o wa l, BTC comme c al cha ge , 40 amps, c ed t ca d eade , 7" full colo LCD. Red actable cable management system included. Includes act vat on, 5 ya s netwo k ng, and 5 ya s ma ntenance plan. Monthly p ce l sted.	1	208/240v	40	J1772	-	M/R Opt ons	Yes	\$155.00	\$1,860.00	5	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	UL ETL ENERGY STAR
OpConnect	OpConnect as a Service (OpaaS) (Level 2)	L2 Cha g ng as a Se v ce (Lease)	BTC Power	OPAA5-L2P40-D-6																						

EVSE Product Options 1) Level 1 Ha dwa e 2) Level 2 Ha dwa e 3) DDC Ha dwa e 4) Level 1 and Level 2 Ha dwa e, 5) Level 2 and DDC Ha dwa e
 6) Network Software 7) Billing Services 8) Security Assessment 9) Other

LEVEL 2 PRICING ONLY				Detailed Breakdown of Contract Price																						
Vendor	EVSE Product*	If "Other" EVSE Product please list below	Manufacturer	Model Number	Description	Number of Ports	Electrical Specs - volts	Required Amps, or Range	Connector Compatibility	If "Other" Connector please specify below	Grid-Elec. available	Require Software Package	Contract Price	Annual Service Fee	Warranty Length (years)	1-4 Units	5-10 Units	11-20 Units	21-30 Units	31-50 Units	51-75 Units	76-100 Units	>100 Units	3rd Party Call/Collection Company		
OpConnect	Level 2 Ha dwa e	L2 EVSE	Cl ppe C eek	HCS-40-N-B	5 ngle po t, wa l mount, 40 amp, Level 2 cha ge , Bluetooth connect on, OpConnect app fo access cont ol and payment	1	208/240v	40	J1772	-	M/R Opt ons	Yes	\$1,450.00	\$145.00	3	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	ETL ,eTL, ENERGY STAR		
OpConnect	Level 2 Ha dwa e	L2 EVSE	Cl ppe C eek	HCS-40-N-C	5 ngle po t, wall mount, 40 amp, Level 2 cha ge , cellula connect on, OpConnect app fo access cont ol and payment	1	208/240v	40	J1772	-	M/R Opt ons	Yes	\$1,885.00	\$215.00	3	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	ETL ,eTL, ENERGY STAR		
OpConnect	Level 2 Ha dwa e	L2 EVSE	Cl ppe C eek	HCS-50-N-B	5 ngle po t, wa l mount, 50 amp, Level 2 cha ge , Bluetooth connect on, OpConnect app fo access cont ol and payment	1	208/240v	50	J1772	-	M/R Opt ons	Yes	\$1,615.00	\$145.00	3	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	ETL ,eTL, ENERGY STAR		
OpConnect	Level 2 Ha dwa e	L2 EVSE	Cl ppe C eek	HCS-50-N-C	5 ngle po t, wall mount, 50 amp, Level 2 cha ge , cellula connect on, OpConnect app fo access cont ol and payment	1	208/240v	50	J1772	-	M/R Opt ons	Yes	\$2,199.00	\$215.00	3	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	ETL ,eTL, ENERGY STAR		
OpConnect	Level 2 Ha dwa e	L2 EVSE	Cl ppe C eek	HCS-60-N-B	5 ngle po t, wa l mount, 60 amp, Level 2 cha ge , Bluetooth connect on, OpConnect app fo access cont ol and payment	1	208/240v	60	J1772	-	M/R Opt ons	Yes	\$2,047.00	\$145.00	3	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	ETL ,eTL, ENERGY STAR		
OpConnect	Level 2 Ha dwa e	L2 EVSE	Cl ppe C eek	HCS-60-N-C	5 ngle po t, wall mount, 60 amp, Level 2 cha ge , cellula connect on, OpConnect app fo access cont ol and payment	1	208/240v	60	J1772	-	M/R Opt ons	Yes	\$2,587.00	\$215.00	3	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	ETL ,eTL, ENERGY STAR		
OpConnect	Level 2 Ha dwa e	L2 EVSE	Cl ppe C eek	HCS-80-N-C	5 ngle po t, wall mount, 80 amp, Level 2 cha ge , cellula connect on	1	208/240v	80	J1772	-	M/R Opt ons	Yes	\$2,965.00	\$215.00	3	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	ETL ,eTL, ENERGY STAR		
OpConnect	Level 2 Ha dwa e	L2 EVSE	Cl ppe C eek	CS-100-N-C	5 ngle po t, wall mount, 100 amp, Level 2 cha ge , cellula connect on	1	208/240v	60	J1772	-	M/R Opt ons	Yes	\$4,383.00	\$215.00	3	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	ETL ,eTL, ENERGY STAR		
OpConnect	Level 2 Ha dwa e	L2 EVSE	Cl ppe C eek	OC-00-024	OpConnect Pedestal, 4 h gh, 5 ngle cha ge mount ng	-	-	-	-	-	-	-	\$650.00	-	3	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-		
OpConnect	Level 2 Ha dwa e	L2 Accessory	Cl ppe C eek	OC-00-020	Dual cha ge mount ng k t fo 4 h gh pedestal equ ed to mount two po ts on a ngle pedestal	-	-	-	-	-	-	-	\$88.00	-	3	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-		
OpConnect	Level 2 Ha dwa e	L2 Accessory	Cl ppe C eek	9300-00-000	HCS Wall-mounted cable management et actio (pe to t)	1	-	-	-	-	-	-	\$385.00	-	3	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-		
OpConnect	Level 2 Ha dwa e	L2 Accessory	Cl ppe C eek	9300-00-027	HCS cable management system, 5 ngle po t HCS Cha ge s	1	-	-	-	-	-	-	\$688.00	-	3	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-		
OpConnect	Level 2 Ha dwa e	L2 Accessory	Cl ppe C eek	9300-00-028	HCS cable management system, dual po t HCS Cha ge s	2	-	-	-	-	-	-	\$968.00	-	3	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-		
OpConnect	Level 2 Ha dwa e	L2 EVSE	BTC Power	L2W-40-240-16	5 ngle Po t wall-mount, BTC commec al cha ge , 30 amps, c ed t ca d eade , 7" full colo LCD	1	208/240v	30	J1772	-	M/R Opt ons	Yes	\$3,456.00	\$235.00	2	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	UL ETL ENERGY STAR		
OpConnect	Level 2 Ha dwa e	L2 EVSE	BTC Power	L2W-30-240-15	Dual Po t wall-mount, BTC commec al cha ge , 30 amps, c ed t ca d eade , 7" full colo LCD	2	208/240v	30	J1772	-	M/R Opt ons	Yes	\$4,212.00	\$396.00	2	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	UL ETL ENERGY STAR		
OpConnect	Level 2 Ha dwa e	L2 EVSE	BTC Power	L2P-30-240-16	5 ngle Po t pedestal, BTC commec al cha ge , 30 amps, c ed t ca d eade , 7" full colo LCD	1	208/240v	30	J1772	-	M/R Opt ons	Yes	\$3,722.00	\$235.00	2	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	UL ETL ENERGY STAR		
OpConnect	Level 2 Ha dwa e	L2 EVSE	BTC Power	L2P-30-240-15	Dual Po t pedestal, BTC commec al cha ge , 30 amps, c ed t ca d eade , 7" full colo LCD	2	208/240v	30	J1772	-	M/R Opt ons	Yes	\$4,478.00	\$396.00	2	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	UL ETL ENERGY STAR		
OpConnect	Level 2 Ha dwa e	L2 EVSE	BTC Power	L2W-40-240-16	5 ngle Po t wall-mount, BTC commec al cha ge , 40 amps, c ed t ca d eade , 7" full colo LCD	1	208/240v	40	J1772	-	M/R Opt ons	Yes	\$4,161.00	\$235.00	2	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	UL ETL ENERGY STAR		
OpConnect	Level 2 Ha dwa e	L2 EVSE	BTC Power	L2W-40-240-15	Dual Po t wall-mount, BTC commec al cha ge , 40 amps, c ed t ca d eade , 7" full colo LCD	2	208/240v	40	J1772	-	M/R Opt ons	Yes	\$4,644.00	\$396.00	2	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	UL ETL ENERGY STAR		
OpConnect	Level 2 Ha dwa e	L2 EVSE	BTC Power	L2P-40-240-16	5 ngle Po t pedestal, BTC commec al cha ge , 40 amps, c ed t ca d eade , 7" full colo LCD	1	208/240v	40	J1772	-	M/R Opt ons	Yes	\$3,728.00	\$235.00	2	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	UL ETL ENERGY STAR		
OpConnect	Level 2 Ha dwa e	L2 EVSE	BTC Power	L2P-40-240-15	Dual Po t pedestal, BTC commec al cha ge , 40 amps, c ed t ca d eade , 7" full colo LCD	2	208/240v	40	J1772	-	M/R Opt ons	Yes	\$5,349.00	\$396.00	2	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	UL ETL ENERGY STAR		
OpConnect	Level 2 Ha dwa e	L2 Accessory	BTC Power	EVP-RETR-001	L2X cha ge ngle po t cable management system	1	-	-	-	-	R	-	\$317.00	-	2	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-		
OpConnect	Level 2 Ha dwa e	L2 Accessory	BTC Power	EVP-RETR-002	L2X cha ge dual po t cable management system	2	-	-	-	-	R	-	\$639.00	-	2	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-		
OpConnect	Level 2 Network Software e	L2 Act vat on	OpConnect	OP-ACTIVATION-L2	Equipment back off ce p ov on ng, conf gu at on, act vat on of netwo k se v ces, HCS-40-60 and L2X se es cha ge s one t me fee	1	-	-	-	-	-	-	\$50.00	-	-	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-		
OpConnect	Level 2 Network Software e	L2 Act vat on	OpConnect	OP-ACTIVATION-L2H	Equipment back off ce p ov on ng, conf gu at on, act vat on of netwo k se v ces, HCS-80 and CS-100 se es cha ge s one t me fee	1	-	-	-	-	-	-	\$75.00	-	-	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-		
OpConnect	Level 2 Network Software e	L2 Network k ng	OpConnect	OP-NDC2-L2	OpConnect EV Cha ge cloud netwo k se v ces, HCS-40 th u HCS-60 Bluetooth connect on, P ed pe po t pe ya	1	-	-	-	-	-	-	\$145.00	-	-	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-		
OpConnect	Level 2 Network Software e	L2 Network k ng	OpConnect	OP-NDC1-L2	OpConnect EV Cha ge cloud netwo k se v ces, HCS-40 th u HCS-60 Cellula connect on, P ed pe po t pe ya	1	-	-	-	-	-	-	\$215.00	-	-	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-		
OpConnect	Level 2 Network Software e	L2 Network k ng	OpConnect	OP-NOCI-L2H	OpConnect h gh-powe L2 EV Cha ge cloud netwo k se v ces, HCS-80 and CS-100 cellula connect on, P ed pe po t pe ya	1	-	-	-	-	-	-	\$270.00	-	-	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-		
OpConnect	Level 2 Network Software e	L2 Network k ng	OpConnect	OP-NOCI-EVP1	OpConnect EV Cha ge cloud netwo k se v ces, L2X ngle po t cha ge . P ed pe ya	1	-	-	-	-	-	-	\$235.00	-	-	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-		
OpConnect	Level 2 Network Software e	L2 Network k ng	OpConnect	OP-NOCI-EVP2	OpConnect EV Cha ge cloud netwo k se v ces, L2X dual po t cha ge . P ed pe ya	2	-	-	-	-	-	-	\$396.00	-	-	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-		
OpConnect	Level 2 Warranty & Service	L2 Wa anty	OpConnect	OP-WARR-HCS-01	Extended Wa anty fo HCS-40-2 ya s extens on (pa to only) fo 4 ya s total l m ted wa anty	1	-	-	-	-	-	-	\$150.00	-	-	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-		
OpConnect	Level 2 Warranty & Service	L2 Wa anty	OpConnect	OP-WARR-HCS-02	Extended Wa anty fo HCS-40-2 ya s extens on (pa to only) fo 5 ya s total l m ted wa anty	1	-	-	-	-	-	-	\$290.00	-	-	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-		
OpConnect	Level 2 Warranty & Service	L2 Ma ntenance	OpConnect	OP-MAINT-02	Ma ntenance se v ce ag eement, HCS-40, 50, 60 cha ge s, P ed pe po t pe ya	1	-	-	-	-	-	-	\$212.00	-	-	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-		
OpConnect	Level 2 Warranty & Service	L2 Ma ntenance	OpConnect	OP-MAINT-02H	Ma ntenance se v ce ag eement, HCS-80 CS-100 cha ge s, P ed pe po t pe ya	1	-	-	-	-	-	-	\$250.00	-	-	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-		
OpConnect	Level 2 Warranty & Service	L2 Ma ntenance	OpConnect	OP-MSA-EVP2	Ma ntenance se v ce ag eement, L2X cha ge s, P ed pe po t pe ya	1	-	-	-	-	-	-	\$260.00	-	-	0.0%	1.0%	2.0%	3.0%	4.5%	6.0%	7.5%	9.0%	-		
OpConnect	OpConnect as a Service (OpaaS) (Level 2)	L2 Cha g ng as a Se v ce (Lease)	Cl ppe C eek	OPAA5-HCS40-5	5 ngle po t, pedestal o wall mount, 40 amp, Level 2 cha ge , cellula connect on, OpConnect app fo access cont ol and payment. Includes act vat on, 5 ya s netwo k ng, and 5 ya s ma ntenance plan. Monthly p ce l sted.	1	208/240v	40	J1772	-	M/R Opt ons	Yes	\$90.00	\$1,080.00	5	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	ETL ,eTL, ENERGY STAR	
OpConnect	OpConnect as a Service (OpaaS) (Level 2)	L2 Cha g ng as a Se v ce (Lease)	Cl ppe C eek	OPAA5-HCS50-5	5 ngle po t, pedestal o wall mount, 50 amp, Level 2 cha ge , cellula connect on, OpConnect app fo access cont ol and payment. Includes act vat on, 5 ya s netwo k ng, and 5 ya s ma ntenance plan. Monthly p ce l sted.	1	208/240v	50	J1772	-	M/R Opt ons	Yes	\$95.00	\$1,140.00	5	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	ETL ,eTL, ENERGY STAR	
OpConnect	OpConnect as a Service (OpaaS) (Level 2)	L2 Cha g ng as a Se v ce (Lease)	Cl ppe C eek	OPAA5-HCS60-5	5 ngle po t, pedestal o wall mount, 60 amp, Level 2 cha ge , cellula connect on, OpConnect app fo access cont ol and payment. Includes act vat on, 5 ya s netwo k ng, and 5 ya s ma ntenance plan. Monthly p ce l sted.	1	208/240v	60	J1772	-	M/R Opt ons	Yes	\$100.00	\$1,200.00	5	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	ETL ,eTL, ENERGY STAR	
OpConnect	OpConnect as a Service (OpaaS) (Level 2)	L2 Cha g ng as a Se v ce (Lease)	Cl ppe C eek	OPAA5-HCS80-5	5 ngle po t, pedestal o wall mount, 80 amp, Level 2 cha ge , cellula connect on, OpConnect app fo access cont ol and payment. Includes act vat on, 5 ya s netwo k ng, and 5 ya s ma ntenance plan. Monthly p ce l sted.	1	208/240v	80	J1772	-	M/R Opt ons	Yes	\$124.00	\$1,488.00	5	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	ETL ,eTL, ENERGY STAR	
OpConnect	OpConnect as a Service (OpaaS) (Level 2)	L2 Cha g ng as a Se v ce (Lease)	Cl ppe C eek	OPAA5-CS100-5	5 ngle po t, pedestal o wall mount, 100 amp, Level 2 cha ge , cellula connect on, OpConnect app fo access cont ol and payment. Includes act vat on, 5 ya s netwo k ng, and 5 ya s ma ntenance plan. Monthly p ce l sted.	1	208/240v	100	J1772	-	M/R Opt ons	Yes	\$147.00	\$1,764.00	5	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	ETL ,eTL, ENERGY STAR	
OpConnect	OpConnect as a Service (OpaaS) (Level 2)	L2 Cha g ng as a Se v ce (Lease)	BTC Power	OPAA5-L2P30-5	5 ngle Po t pedestal o wall, BTC commec al cha ge , 30 amps, c ed t ca d eade , 7" full colo LCD. Red actable cable management system included. Includes act vat on, 5 ya s netwo k ng, and 5 ya s ma ntenance plan. Monthly p ce l sted.	1	208/240v	30	J1772	-	M/R Opt ons	Yes	\$141.00	\$1,692.00	5	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	UL ETL ENERGY STAR
OpConnect	OpConnect as a Service (OpaaS) (Level 2)	L2 Cha g ng as a Se v ce (Lease)	BTC Power	OPAA5-L2P30-D-5	Dual Po t pedestal o wall, BTC commec al cha ge , 30 amps, c ed t ca d eade , 7" full colo LCD. Red actable cable management system included. Includes act vat on, 5 ya s netwo k ng, and 5 ya s ma ntenance plan. Monthly p ce l sted.	2	208/240v	30	J1772	-	M/R Opt ons	Yes	\$202.00	\$2,424.00	5	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	UL ETL ENERGY STAR
OpConnect	OpConnect as a Service (OpaaS) (Level 2)	L2 Cha g ng as a Se v ce (Lease)	BTC Power	OPAA5-L2P40-5	5 ngle Po t pedestal o wall, BTC commec al cha ge , 40 amps, c ed t ca d eade , 7" full colo LCD. Red actable cable management system included. Includes act vat on, 5 ya s netwo k ng, and 5 ya s ma ntenance plan. Monthly p ce l sted.	1	208/240v	40	J1772	-	M/R Opt ons	Yes	\$155.00	\$1,860.00	5	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	UL ETL ENERGY STAR
OpConnect	OpConnect as a Service (OpaaS) (Level 2)	L2 Cha g ng as a Se v ce (Lease)	BTC Power	OPAA5-L2P40-D-6	Dual Po																					

Miscellaneous Attachments



Broadband Telcom Power, Inc.

Product Warranty 2019

BROADBAND TELCOM POWER, INC.

LIMITED PRODUCT WARRANTY

This Limited Product Warranty applies to customers who have purchased a BTCPower Electric Vehicle Charging Station(s) and/or a related product (“Product(s)”) from Broadband Telcom Power, Inc., or one of its authorized distributors.

LIMITED WARRANTY: Subject to the exclusions from warranty coverage set forth below, BTCPower warrants that the Product will be free from any defects in materials and/or workmanship (the “Limited Warranty”) for a period of two (2) years after the date of the initial installation of the Product (the “Warranty Period”). If the Product becomes defective in breach of the Limited Warranty, BTCPower will, upon written notice of the defect received during the Warranty Period, either repair or replace, at BTCPower’s election, the Product if it proves to be defective; provided, that BTCPower will not be responsible for the cost of any labor associated with the repair or replacement of any defective Product. BTCPower will also pay for shipping charges for the failed part. If the returned part has not failed the customer will pay for shipping charges for the replacement part and the associated returned part.

You acknowledge that replacement products provided by BTCPower under the Limited Warranty may be remanufactured or reconditioned Products or, if the exact Product is no longer manufactured by BTCPower, a Product with substantially similar functionality (“Replacement Products”) will be supplied. Any Replacement Products so furnished will be warranted for the remainder of the original Warranty Period or ninety (90) days from the date of delivery of such Replacement Product, whichever is greater. Should BTCPower be unable to repair the Product, BTCPower will replace the Product with the latest model/version of a similar product in current production.

EXCLUSIONS FROM LIMITED WARRANTY

IMPORTANT: The Limited Warranty and on your Product shall not apply to defects, or service repairs, resulting from any of the following:

- Force Majeure – any occurrence or extraordinary event or circumstance beyond the control of BTCPower that is an act of God or whether that occurrence is caused by war, riot, storm, (such as hurricane, flooding, earthquake, volcanic eruption, etc.), or other natural forces, or acts of nature or other causes.



EXCLUSIONS FROM LIMITED WARRANTY (con'd)

- Vandalism.
- Any Alteration or Modification of the Product in any way not approved in writing by BTCPower.
- Abuse, damage or otherwise being subjected to problems caused by negligence (including but not limited to physical damage from being struck by a vehicle) or misapplication, or misuse of the Products by customers or end users.
- Any damage to the EV charger cord, unless such damage is caused by a manufacturing defect in the cord or connector assembly.
- Improper site preparation or maintenance.
- Damage as a result of accidents, extreme power surge, extreme electromagnetic field.
- Use of the Product with software, interfacing, parts or supplies not supplied by BTCPower.

You are responsible for the proper installation and maintenance of the Product. Any service or repairs beyond the scope of the Limited Warranty above are subject to BTCPower's prevailing current labor rates and other applicable charges.

Third Party Products. This Limited Warranty is exclusive of products manufactured by third parties ("Third Party Products"). If such third party manufacturer provides a separate warranty with respect to the Third Party Product, BTCPower will include such warranty in the packaging of the BTCPower Product.

OBTAINING WARRANTY SERVICE

To obtain warranty service you must contact BTCPower within 3 business days of realization of the defect at 1-714-259-7996 and ask for Customer Service, provide a written description of the source of the defect along with any pictures and email this information to the email address provided by the customer service agent. If necessary, you may be required to deliver the Product, in accordance with the instructions provided by BTCPower, along with Product's serial number, to BTCPower's repair facility.



MAINTENANCE SERVICE AGREEMENT

SUMMARY OF FUNDAMENTAL PROVISIONS

EFFECTIVE DATE: _____

STATION OWNER: Company Name: _____
Address: _____

STATION OWNER CONTACT PERSON: Name: _____
Title: _____

STATION OWNER PHONE/EMAIL: E-Mail Address: _____
Contact Phone Number: _____

OPCONNECT: OpConnect, Inc
1020 SE 11th Ave
Portland, OR 97214

OPCONNECT CONTACT PERSON: Andrew Lee

OPCONNECT PHONE/EMAIL: (562) 667-7582
alee@opconnect.com

NUMBER OF EVSE UNITS AND INSTALLATION SITES: See Exhibit A

COMMENCMENT DATE: _____

INITIAL TERM: One (2) year

EXTENSION OPTION(S): Three (3) One-year extensions

1. Introduction

- 1.1. OpConnect has electric vehicle service equipment (EVSE) located on the Station Owner’s property as defined in Exhibit A. These EVSE need to be maintained in an operational state.
- 1.2. The purpose of this agreement is to define the roles and responsibilities of the two parties of this maintenance agreement entered into by OpConnect, Inc (hereby referred to as OpConnect) and Owner of OpConnect EVSE (hereby referred to as Station Owner).
- 1.3. OpConnect agrees to provide prompt, courteous and efficient service for all of Station Owner’s OpConnect EVSE as defined in this agreement.
- 1.4. Station Owner agrees to provide unrestricted access to technicians as needed to make repairs and to promptly settle any amounts due as outline in this agreement.

2. Definitions

- 2.1. “Emergency” means a condition of exposed live electrical wiring or other condition that would represent physical danger to users of Installed EVSE or the general public
- 2.2. “Installed EVSE” means collectively OpConnect branded EVSE and EVSE manufactured by other parties that is owned by Station Owner and covered by this agreement
- 2.3. “Installed location” means the location that the installed EVSE has been installed at as defined in Exhibit A
- 2.4. “Normal business hours” means 8:00 a.m. to 5.00 p.m. local time, Monday through Friday, except on public holidays.
- 2.5. “Public holidays” means any local, state or federal government recognized holiday
- 2.6. “Station Owner Site” means installation location for the Installed EVSE as defined in Exhibit A.

3. Annual Equipment Maintenance Service

- 3.1. The following services shall be provided for the cost of the Annual Equipment Maintenance Service listed in Exhibit B
 - Remote and onsite diagnosis of inoperative Installed EVSE with response times as defined in Response Time section to provide repair estimates (Tier 2)
 - Repair to correct issues with inoperable Installed EVSE that are covered by Installed EVSE warranty
 - Perform regularly scheduled maintenance and inspections for Installed EVSE per Installed EVSE manufacturer’s supplied documentation
- 3.2. The completion of any non-warranty repairs shall be billed on a time and materials basis.

4. OpConnect’s Responsibilities

- 4.1. OpConnect or its contractors shall diagnose, provide repair estimates and repair Installed EVSE to restore any inoperable Installed EVSE to an operable condition of charging connected electric vehicles.
- 4.2. OpConnect shall provide an online portal (licensed separately) to allow Station Owner to view the status of any entered maintenance or support issues against Installed EVSE.
- 4.3. OpConnect or its contractors shall perform regularly schedule maintenance and inspections for Installed EVSE.
- 4.4. OpConnect shall coordinate with the owner/manager of the property that is hosting Installed

EVSE to coordinate access to Installed EVSE, traffic management, etc. as necessary to perform regularly scheduled maintenance and repair of Installed EVSE.

- 4.5. OpConnect shall contact the manufacturer of any Installed EVSE manufactured by other parties to obtain parts necessary to repair inoperable Installed EVSE.
- 4.6. OpConnect shall obtain prior consent from Station Owner for the removal of any equipment from installed premises. This shall not apply to the removal of parts that are replaced under OpConnect's performance of the services outlined in this agreement.
- 4.7. OpConnect shall carry out onsite maintenance, diagnosis and repair work required hereunder during normal business hours. If OpConnect, at Station Owner request, shall carry out any diagnosis and repair work outside normal business hours, this diagnosis or repair shall be approved by the Station Owner prior to arrival at the installed location, and OpConnect shall be entitled to make an extra charge calculated at the applicable hourly rate defined in Appendix B. Diagnosis or repair work that must be performed outside normal business hours in response to a reported Emergency shall not require prior approval by the Station Owner prior to completion of the work, and OpConnect shall be entitled to make an extra charge calculated at the applicable hourly rate defined in Appendix B.

5. Station Owner's Responsibilities

- 5.1. Request that users of installed EVSE contact OpConnect on the toll-free number posted on the Installed EVSE or via email at support@opconnect.com to provide first-hand information for any issues they experience with EVSE.
- 5.2. If necessary, contact installed site's owner/manager on OpConnect's behalf to ensure that the site owner/manager provides adequate working space for use by OpConnect personnel near the Installed EVSE.
- 5.3. If necessary, coordinate with other manufacturers and OpConnect to assist OpConnect with getting warranty repairs, or other repairs completed if the manufacturer needs contact with Installed EVSE's owner
- 5.4. Promptly pay all invoices and monies owed.

6. Response Time

- 6.1. Tier 1 online and phone evaluation – 24 hours from notification
- 6.2. Initial onsite evaluation and service – 72 hours from notification
- 6.3. Repair Dispatch (if repair parts not available on initial onsite evaluation) – Five (5) business days after Onsite Evaluation

Notes: Any access restrictions at the charger location may result in longer Response Times. Additionally, any access restrictions must be clearly defined to OpConnect during or before the onsite visit.

7. Time & Material Calls

- 7.1. Labor for time and materials work shall be invoiced according to labor rated in Exhibit B.
- 7.2. Work done to repair and correct non-warranty issues with inoperable Installed EVSE shall be invoiced on a time and materials basis according to time spent, excluding travel time and diagnosis time, provided that the cause of the problem is not one of the excluded causes listed in 7.3:

- 7.3. Work done to repair and correct non-warranty issues with inoperable Installed EVSE shall be invoiced on a time and materials basis according to time spent, including travel time, if the cause of the problem is one of the following excluded causes:
- Any damage to an Installed EVSE's cord for connection to EVs, unless such damage is caused by a manufacturing defect in the cord or connector assembly
 - An act of vandalism, theft, fraud, natural disaster, accident, power failure or spikes, neglect or misuse
 - Damage caused by a vehicle striking or otherwise damaging an Installed EVSE, whether vehicle is an electric vehicle using an EVSE, or any other vehicle
 - An alteration or repair to an Installed EVSE not done by OpConnect or its contractors
 - An upgrade, not a repair of an Installed EVSE.

8. Term

- 8.1. The Initial Term will commence on the Commencement Date and will be the time set out in the Fundamental Provisions
- 8.2. If Extension Options are included in the Fundamental Terms, each Extension Option will be deemed automatically exercised at the end of the then existing Term unless Station Owner or OpConnect gives notice at least 30 days prior notice to the other party that it does not desire to extend the Term.

9. Legal Information

- 9.1. Station Owner shall make all payments within the due date specified on any invoices. If any charge or part thereof shall be unpaid for 30 days after the agreed date the same shall be become due, OpConnect may (without prejudice to its right to recover the same) give notice to Station Owner by registered mail requiring Station Owner to pay such charges or part thereof within seven days after receipt of such notice and if Station Owner shall fail to comply with such notice OpConnect may forthwith terminate this Agreement.
- 9.2. The contract may be cancelled, without notice, and any requests for service refused if payments are not current.
- 9.3. Any dispute arising out of or relating to this Agreement must be resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The award shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction. The arbitration shall be held in English and the place of arbitration shall be Raleigh, NC. There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent of the request for arbitration or in default thereof appointed by the American Arbitration Association.
- 9.4. In the event that either party commences a dispute action against the other, the prevailing party shall be entitled to all reasonable costs for such actions, including but not limited to, all reasonable legal and administrative fees arising from such action.
- 9.5. This written agreement represents the entire agreement between the two parties and no prior verbal or written agreement shall have any bearing on the agreement set forth here.
- 9.6. OpConnect will not perform any work that will, in any way, violate any federal, state, city or other ordinance. In addition, OpConnect will not perform any work that would create

or place the technician in an unsafe work environment

STATION OWNER:

By: _____
Name: _____
Title: _____

OPCONNECT:

OpConnect, Inc.
By: _____
Name: _____
Title: _____

**EXHIBIT A
INSTALLATION SITES FOR INSTALLED EVSE UNITS**

Number EVSE Units at this Site: ____ *Note: If this is a multi-level parking structure and EVSE Units are to be installed on more than one parking level, each Level is a "Site". In this case, it is acceptable to put "Same as previous Site" for the Site's contact information below*

Identification and number of EVSE at this site	Level 2 EVSE: _____ DCFC: _____
Site's Physical Address:	_____ _____ If multi-level, floor number: _____
Onsite Contact's Name:	Name: _____ Contact phone: _____ Contact email: _____

Number EVSE Units at this Site: ____ *Note: If this is a multi-level parking structure and EVSE Units are to be installed on more than one parking level, each Level is a "Site". In this case, it is acceptable to put "Same as previous Site" for the Site's contact information below*

Identification and number of EVSE at this site	Level 2 EVSE: _____ DCFC: _____
Site's Physical Address:	_____ _____ If multi-level, floor number: _____
Onsite Contact's Name:	Name: _____ Contact phone: _____ Contact email: _____

Number EVSE Units at this Site: ____ *Note: If this is a multi-level parking structure and EVSE Units are to be installed on more than one parking level, each Level is a "Site". In this case, it is acceptable to put "Same as previous Site" for the Site's contact information below*

Identification and number of EVSE at this site	Level 2 EVSE: _____ DCFC: _____
Site's Physical Address:	_____ _____ If multi-level, floor number: _____
Onsite Contact's Name:	Name: _____ Contact phone: _____ Contact email: _____

**EXHIBIT B
COSTS**

Item	Cost
Annual Equipment Maintenance Service	Level 2 EVSE: \$200 per port/year DCFC: \$1,500/charger/year
Standard labor rate for time & materials work during Normal Business Hours. Actual time will be charged and there is no minimum.	\$102/hour
Overtime labor rate for time & materials work outside of Normal Business Hours, Monday-Friday and Weekends. Actual time will be charged and there is no minimum	\$153/hour
Overtime labor rate for time & materials work outside of Normal Business Hours, public holidays. Actual time will be charged and there is no minimum	\$204/hour
Mark-up percentage for Parts used to repair or service EVSE	15%

OpConnect HCS-40



The HCS-40 is a cost-effective Level 2 charger that operates on 208 three-phase or 240 single-phase Vac and delivers up to 7.7 kW while charging. The 25-ft cord provides ample reach for convenient charging. The unit is designed to take the wear and tear of everyday use. The NEMA-4 watertight, rugged enclosure provides safe outdoor installation and protection. It can be wall or pedestal mounted.

KEY FEATURES

- Three-year warranty
- Install hardwired or plug in
- Indoor/outdoor rated fully sealed (NEMA 4) enclosure
- Operating temperatures: -22°F to 122°F (-30°C to 50°C)
- ETL, cETL Listed
- SAE J1772 compliant

CS SERIES



PUBLIC CHARGING STATION

A REAL PRODUCT, FOR THE REAL WORLD. The CS Series from ClipperCreek is designed to take the wear-and-tear of everyday use in all environments. Its tough NEMA 4 outdoor rated enclosure and rubber over-molded connector for the CS-60 and above ensures you can install this unit anywhere with confidence.

- **MANY POWER LEVELS** - 16A to 80A charging
- **QUALITY** - Technology that works for the life of your current plug-in vehicle and then some
- **CONVENIENCE** - 25 feet of charging cable for installation and operation flexibility
- **DURABILITY** - Rugged, fully sealed NEMA 4 enclosure for installation anywhere
- **RELIABILITY**- Backed by ClipperCreek's 1-year warranty, and outstanding customer service



CS SERIES

To learn more call 877-694-4194
or visit ClipperCreek.com

PRODUCT OVERVIEW

ELECTRICAL SPECIFICATIONS

- **Service** - 208V to 240V, 20A to 100A, single phase, 2 wire w/ground
- **Charge Current or Output Power** - 208V to 240V, 16A to 80A continuous (3.8kW to 19.2kW)
- **Service Ground Monitor** - Constantly checks for presence of proper safety ground
- **Automatic Circuit Reclosure after minor power faults**
- **Charge Circuit Interruption Device** - Ground Fault Protection with fully automated self-test, eliminates manual user testing
- **Cold Load Pickup** - Time-delayed and randomized to allow seamless re-energizing of unit following power outages
- **External Control Input** - Allows external control from smart meter (AMI), billing or load management device

MATERIAL SPECIFICATIONS

- Indoor/outdoor rated fully sealed (NEMA 4) enclosure
- Operating Temperatures: -22°F to 122°F (-30°C to +50°C)
- 22" H x 17" W x 8" D (559mm H x 432mm W x 203mm D)
- Weight 33 lbs. (15kg) to 45lbs. (20.4kg)
- UL, cUL, ETL, cETL Listed

MULTIPLE CONFIGURATIONS

MODEL:	CS-100	CS-90	CS-80	CS-70	CS-60	CS-50	CS-40	CS-30	CS-20
CIRCUIT BREAKER RATING:	100A	90A	80A	70A	60A	50A	40A	30A	20A
CONTINUOUS CURRENT:	80A	72A	64A	56A	48A	40A	32A	24A	16A

CODES AND STANDARDS

- **UL 2594** Electric Vehicle Supply Equipment
- **UL 2231** Personal Protection Device (i.e., CCID Hardware)
- **UL 1998** Standard for Safety-Related Software
- **UL 991** Standard for tests for Safety-Related Controls Employing Solid-State Devices
- **NEC 625** Electric Vehicle Charge System
- **SAE-J1772™** Electric Vehicle Conductive Charge Coupler



AC Level 2 30A / 40A SINGLE or DUAL PORT CHARGING STATION (PEDESTAL)

MODEL	DUAL PORT 30A		DUAL PORT 40A	
	MODEL Number	EVP-2002-30-P-0001	MODEL Number	EVP-2002-40-P-0001
	PRODUCT Number	L2P-30-240-15-001	PRODUCT Number	L2P-40-240-15-001
Power per Port	7.2 kW (240VAC @ 30A)		9.6 kW (240VAC @ 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	500 Nits, 7" Color, 800 x 480, UV Protected			
Card Reader	ISO 14443 Type A & B, ISO 18092 NFC			
SAFETY AND CONNECTIVITY				
Ground Fault Detection	20 mA			
Plug-Out Detection	SAE J1772			
Power Measurement (opt)	Accuracy: 1% - 5%			
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	-30°C to +60°C (-22°F to 140°F)			
Storage Temperature	-50°C to +80°C (-58°F to 176°F)			
Humidity	95% Non-Condensing			



- ▶ SINGLE or DUAL PORT, 30A or 40A, LEVEL 2
- ▶ CHARGING PROTOCOL: SAE J1772
- ▶ 7.2 KW or 9.6 KW PER PORT
- ▶ 25 FT or 18 FT with 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

BTC POWER

1719 S Grand Ave, Santa Ana, CA 92705

www.btcpower.com

sales@btcpower.com

50 kW Slim Line DC Fast Charger

PARAMETERS	MODEL	
	L3S-50-480-01-003	L3S-50-208-01-003
Power Rating	50 kW	50 kW
Connector/Protocol	CHAdeMO, SAE J1772 Combo CCS1	
Network Compatibility	OCPP 1.5/1.6, BTCP Network	
Access Control - Communication	RFID, Credit Card - 4G, Cat-5 Ethernet	
Input Power VAC 3 Phase	480 VAC	208 VAC
Input Power AC Current (FLA)	72 A	166 A
Efficiency Rating	> 90%	
Max Output DC Current	125 A	
Max Output DC Voltage	50 - 500 V	
Surge Protection	6000 VAC	
Ambient Condition	-30 °C to +50 °C, 95% Humidity Non-condensing, 6000 ft Altitude	
Dimension & Weight	34" W x 86" H x 22" D, 850 lbs	
Safety Compliance	ETL Listed for USA and Canada: Complies with UL 2202, UL 2231 UL50E, NEC Article 625, CSA STD C22.2 No. 107.1, FCC Part 15 Class A	



STANDARD

- Integrated Cord Retractors
- 15" Outdoor Color Display
- Connector Configuration:
 - SAE J1772 Combo CCS1 and CHAdeMO
- Payment types: (OCPP Network Enabled)
 - Credit Card Reader
 - RFID

OPTIONAL

- ISO 15118:2014
- 4G Modem
- Connector Configuration:
 - Dual SAE J1772 Combo CCS1
 - Single CHAdeMO
 - Single SAE J1772 Combo CCS1

BTC POWER

1719 S Grand Ave, Santa Ana, CA 92705

www.btcpower.com

sales@btcpower.com

100 kW DC Fast Charger

PARAMETERS	MODEL	
	L3R-100-480	
Power Rating	100 kW	
Dual Port Charging Topology	100 kW Single Output or 50 kW Parallel Output	
Connector	SAE J1772 Combo CCS1	CHAdMO
Max Current	200 A	200 A
Max Voltage	50 - 920V	50 - 500V
Efficiency Rating	> 92%	
Network Compatibility	OCPP 1.5/1.6, BTCP Network	
Input Power	480VAC-3P@132A	
Input Power AC Current (FLA)	132 A	
Dimension	42" W x 86" H x 34" D	
Weight	1,350 lbs	
ENVIRONMENTAL AND COMPLIANCE		
Ambient Condition	-30 °C to +50 °C, 95% Humidity Non-Condensing, 6000 ft Altitude, NEMA 3R	
Safety Compliance	ETL Listed for USA and Canada; Complies with UL 2202, UL 2231 UL50E, NEC Article 625, CSA STD C22.2 No. 107.1, FCC Part 15 Class A	



STANDARD

- Integrated Cord Retractor (for CCS1)
- 15" Outdoor Color Display
- Connector Configuration:
 - CHAdMO and SAE J1772 Combo CCS1
- Payment types: (OCPP Network Enabled)
 - Credit Card Reader
 - RFID

OPTIONAL

- ISO 15118:2014
- 4G Modem
- Connector Configuration:
 - Dual SAE J1772 Combo CCS1
 - Single CHAdMO
 - Single SAE J1772 Combo CCS1

BTC POWER

1719 S Grand Ave, Santa Ana, CA 92705

www.btcpower.com

sales@btcpower.com

INFOGRAPHIC | Terra DC Wallbox

CONNECTED 24/7/365 remote monitoring and diagnostic, receiving updates over-the-air to support every new EV on the road

7" LCD touchscreen with high brightness and graphical visualization of charging process

ULTRA-SMALL footprint enables flexibility in installation to serve a variety of site conditions

CERTIFIED with EMC Class B protection for safe use in residential areas

FUTURE PROOF investment supporting current and future electric vehicles with high voltage charging

SINGLE CCS OR DUAL CCS and **CHAdeMO** connector to serve the widest range of electric vehicle models

SAFETY Emergency stop push button to immediately stop charging operation

INTEGRATED POWERMANAGEMENT in order to balance load demands and infrastructure costs

CONVENIENT parking and charging with easy-reach cables

SPECIFICATIONS

CHARGING POWER

0 ... 22.5 kW
24 kW (peak)

MAX CHARGING VOLTAGE

CCS 150 ... 920 V DC
CHAdeMO 150 ... 500 V DC

POWER EFFICIENCY

≥ 92 % at full power

DIMENSIONS

Height 770 mm
Width 584 mm
Depth 294 mm

WEIGHT

60 kg, excluding backplate (10 kg)
and cables

Electric Vehicle Infrastructure

Terra 54 and Terra 54HV UL DC fast charging station



Building off a decade of EV fast charging experience, ABB's Terra 54 joins the Terra family of bestselling DC fast charging stations for enhanced usability and reliability. The Terra 54 enables continuous 50 kW charging up to 500V, while 200 – 920 V is supported by Terra 54HV.

ABB's Terra 54 supports CCS and CHAdeMO functionality and complies with all relevant international standards, including EMC Class B, required for safe operation at residential, office, retail and fuel station locations. All Terra chargers feature integrated Connected Services for remote monitoring, diagnostics, statistics, and software upgrades.

ABB's Terra chargers are the most preferred DC fast charging solution in the world.

The future-proof solution

ABB EV infrastructure is committed to a future-proof strategy that includes full interoperability, operational reliability, a 24/7/365 service network, best-in-class connected services, and a proactive product roadmap built on close work with OEMs around the world.

The Terra 54 enables the highest uptime due to redundancy on both power and communication. All ABB chargers come with Internet based Connected Services to allow customers to easily connect their chargers to different software systems like back-

offices, payment platforms or smart grid energy systems. This enables remote assistance, tailored diagnostic trouble shooting and repair, and remote updates and upgrades.

Applications

- Commercial shopping and dining areas
- Metropolitan / urban areas
- Highway fuel and convenience stores
- Commercial fleet operators
- EV infrastructure operators and service providers

PRODUCT LEAFLET

Electric Vehicle Infrastructure

Terra 94/124/184 UL DC Fast Charging Station



ABB's Terra all-in-one DC fast chargers offer power up to 180 kW, with convenient charging times for every EV – including those with HV batteries.

The compact, modular design makes it perfect for retail, highway or fleet use, with power sharing to further optimize utilization. All Terra chargers feature connectivity for remote services and OCPP enablement.

The Terra 94/124/184 is available with CCS-only, CCS-dual and CCS+CHAdeMO dual outlets. Cable management options enhance reliability and usability.

Flexible configuration

ABB's Terra DC Fast chargers from 50 kW to 180 kW are designed for the most compact, reliable and future-proof demands. In addition to a range of power selections, Terra chargers can be configured with CCS and CHAdeMO connector cables, in single or dual outlet format. Cable management, payment enablement and connectivity choices also offer owners, operators and site hosts options tailored to the needs of every charging site, from public to fleet needs.

The most reliable, scalable choice

ABB's Terra chargers offer redundant power architecture for the highest uptime in the EV infrastructure industry. Additionally, Terra chargers

can meet the needs of high voltage BEVs up to 920V, making these systems fully compatible with all current and future EVs. With a host of configuration options, Terra DC fast chargers are ready to support EV market growth over time.

Power sharing for high utilization

Enabling every business model is critical for EV charging infrastructure. With this goal in mind, ABB has designed the Terra 124 and Terra 184 models with power sharing technology, which is capable of charging two vehicles at the same time. Simultaneous charging can deliver higher utilization for every charging asset, a major key to public and fleet electrification success.

ABB Terra "all in one" chargers are offered from up to 180 kW.

The Terra 124 and 184 models can charge two vehicles at the same time.



Terra 94
one EV
up to
90 kW



Terra 124
one EV
up to
120 kW



Terra 124
two EVs
each up to
60 kW



Terra 184
one EV
up to
180 kW



Terra 184
two EVs
each up to
90 kW

Key features

- A compact, all-in-one charger from 90 kW to 180 kW
- Terra 124 and Terra 184 can fast-charge two vehicles at the same time
- Paralleled power module topology with automatic failover offers high uptime through redundancy
- Delivers output power continuously and reliably over its lifetime
- Flexible configurations include CCS-single, CCS-dual and CCS+CHAdeMO-dual outlets
- Up to 920 VDC for every passenger or fleet EV
- Bright, daylight readable touchscreen display with graphic visualization of charging session
- High short circuit current rating
- EMC Class B certified for safe use at fuel stations, retail centers, offices, and residential-adjacent sites
- Design enables ADA compliant installations
- RFID authorization modes
- Always connected, enabling remote services, updates and upgrades
- Robust all-weather powder-coated stainless steel enclosure
- Quick and easy installation as well as serviceability

Optional features

- Reliable cable management system available as ordered or field upgrade
- Customizable user interface
- Integrated payment terminal
- Web tools for statistics and PIN access management
- Integration with OCPP networks, payment platforms and energy management
- Autocharge and ISO 15118 enabled

Why charging operators and fleets prefer ABB

- ABB offers the most advanced, safe and reliable EV infrastructure and grid connected technologies
- ABB Connected Services enable every business and remote services model
- ABB's decade of EV charging experience and close cooperation with EV OEMs, networks and fleets

Specifications	Terra 94	Terra 124	Terra 184
Electrical			
Maximum output power	90 kW	120 kW or 60 kW x 2	180 kW or 90 kW x 2
AC Input voltage	480Y / 277 VAC +/- 10% (60 Hz)		
AC input connection	3-phase: L1, L2, L3, GND (no neutral)		
Nominal input current and input power rating	115 A, 96 kVA	153 A, 128 kVA	230 A, 192 kVA
Recommended upstream circuit breaker(s)	150 A	200 A	300 A
Power Factor*	> 0.96		
Current THD*	< 5%		
Short circuit current rating	65 kA		
DC output voltage	CCS-1: 150 - 920 VDC; CHAdeMO: 150 - 500 VDC		
DC output current	CCS-1: 200 A; CHAdeMO: 200 A		
Efficiency*	95%		
Interface and Control			
Charging protocols	CCS1 and CHAdeMO 1.2		
User interface	7" high brightness full color touchscreen display		
RFID system	ISO/IEC 14443A/B, ISO/IEC 15393, FeliCa™ 1, NFC reader mode, Mifare, Calypso, (option: Legic)		
Network connection	GSM/3G/4G modem; 10/100 Base-T Ethernet		
Communication	OCPP 1.6 Core and Smart Charging Profiles; Autocharge		
Supported languages	English (others available on request)		
Environment			
Operating temperature	-35 °C to +55 °C / -31 °F to +131 °F (de-rating characteristics apply at extreme temperatures)		
Recommended storage	-10 °C to +70 °C / 14 °F to +158 °C (dry environment)		
Protection	IP54, NEMA 3R; indoor and outdoor rated		
Humidity	5% to 95%, non-condensing		
Altitude	2000 m (6560 ft)		
General			
Charge cable	6 m (19.6 ft)		
Dimensions (H x W x D)	1900 x 565 x 880 mm / 74.8 x 22.2 x 34.6 in		
Weight	350 kg / 775 lbs	365 kg / 800 lbs	395 kg / 870 lbs
Compliance and safety	UL 2202, CSA No. 107.1-16; UL 2231-1, UL 2231-2, CSA STD C22.2 No. 107.1; NEC Article 625, EN 61851, EN 62196; CHAdeMO 1.2; DIN 70121, ISO 15118; IEC 61000-6-3; EMC Class B, FCC Part 15		

*Data shown at nominal output power

ABB Inc.

950 W Elliott Rd. Suite 101
Tempe, AZ, 85284
United States
Phone: 800-435-7365
E-mail: US-evci@us.abb.com

abb.com/evcharging

ABB Inc.

800 Hymus Boulevard
Saint-Laurent, QC H4S 0B5
Canada
Phone: 800-435-7365
E-mail: CA-evci@abb.com

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opconnect[®]

A smarter, cleaner, greener future

OpConnect is a minority and veteran owned leader in electric vehicle (EV) charging station technology. OpConnect specializes in fleet, multi-family, workplace, and private label EV charging solutions.



Contact us at
alee@opconnect.com
to discuss your EV charging project

OpConnect as a Service

We offer OpConnect as a Service (OPaaS), which allows for a single monthly or annual payment that includes hardware, software and maintenance. Provide EV charging as a service or amenity for as low as \$99 a month.

Hardware

We offer a variety of charging station options from the most reliable manufacturers, utilizing OCPP. We have Level 2 stations (including high-power AC) and DCFC stations for passenger, light, medium and heavy duty applications. Stations are also available for purchase or to save on upfront costs, we recommend the ease of OpConnect as a Service.

Software

Our cloud-based software platform provides payment processing, scheduling, maintenance ticketing, and 24/7 tech support. The OpConnect dashboard provides real time status of charging stations, access to usage reports, allows you to adjust pricing, speed of charging and load management. OpConnect provides a driver app for locating stations, making payments and tracking usage.

Connectivity

In addition to cellular, Wi-fi and ethernet connectivity options, OpConnect has a proprietary solution that features a Bluetooth connected charging station. This eliminates the cost for cellular service, works in any location, including underground parking and rural areas with limited or no cell service. This solution provides the lowest operating expenses in the industry. A network plan is included with OPaaS.

Maintenance

With OpConnect as a Service, our maintenance plan is included in the monthly or annual price. Easily create a ticket and schedule a repair through our dashboard. Save on upfront costs and time, while having peace of mind through OPaaS.



Andrew Lee



alee@opconnect.com



562.667.7582



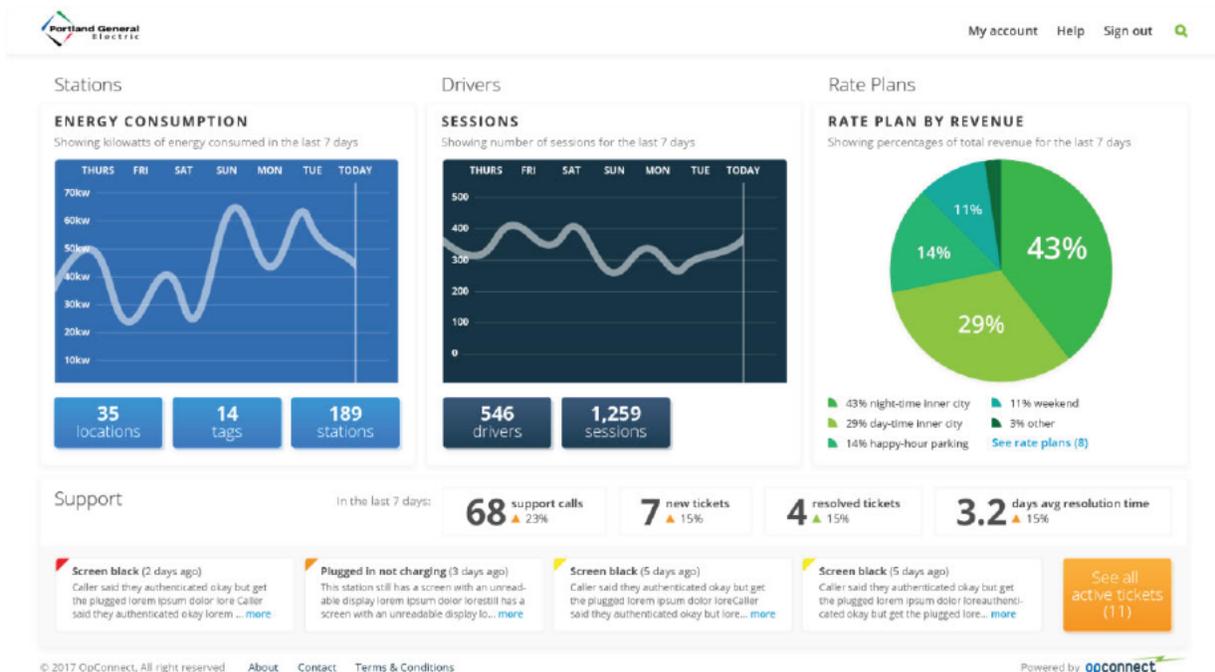
www.opconnect.com

OpConnect Network Specifications

OpConnect, a minority- and veteran-owned business, is a technology leader in EV charging systems with hundreds of charging ports under management in Fifteen states.

OpConnect’s charger management programs are designed to give you options. We can provide complete turnkey management of the charging operations that includes collecting fees from the tenants and remitting the revenue (minus our fees) to you, or we provide you with automatic reports that you can use to bill the tenants directly. You will get access to the OpConnect dashboard that allows:

- viewing of charging station status
- analytic data to help set the best usage fees for the charger
- the ability to set usage fees, including fees that differ based on the type of user (employees, guests)
- viewing of usage and revenue reports
- scheduling of the automatic email delivery of revenue and usage reports to support your own billing
- viewing of any open maintenance or support tickets against chargers.



The following table includes specifications of the platform:

Supported Systems
OCPP Compliant Chargers

Level 1, Level 2, DC Fast Chargers
Connect to charger via cellular, wi-fi or hard wire
Smartphone (iOS and Android devices) application for drivers
Integration with utility customer management systems
Station owners allowed to have chargers from multiple manufacturers at single location and manage all with one platform
E-mail and text notifications to drivers when charging complete
Round-robin reservation system with notifications to next driver in the queue to facilitate turnover throughout the day
Station Owner Dashboard
View real-time charging station status
View and download usage and revenue reports
Schedule automatic e-mail delivery of usage and revenue reports
View open maintenance and support tickets for your chargers
Flexible Access Control
Restrict access to authorized users only (e.g. employees only)
Charge different usage rates for different users (e.g. employees charge for free)
Station owner can set own rates and update any time with web portal
Time-of-day rates with weekday vs weekend rates
Time span rates (e.g. costs increase after a certain time period to increase station turnover)
Support for credit cards, OpConnect card, Smartphone app
Remotely start or stop a charging session or disable a charger
Maintenance/Repair Ticket System
Automatic email notifications to maintenance/repair personnel
Track status of maintenance or repair operations
Portal Administration Functions
Multiple access levels (Company Admin, User, Maintenance, etc.)
Data views and ability to control chargers (set rate plans, restrict usage, etc.) controlled by access level

Dexter Turner

From: State of Oregon (OCMS) <oregon4biz@diversitysoftware.com>
Sent: Tuesday, May 5, 2020 4:35 PM
To: dturner@opconnect.com
Subject: Oregon: Certification Confirmation

Dexter Turner
OpConnect, Inc.
7150 SW Hampton St
Ste 111
Tigard, OR 97223

Re: Emerging Small Business (ESB) Certification Confirmation Certification No.: 12474

Dear Mr. Turner:

Congratulations! Your business meets the state eligibility criteria as established in OAR 123-200-1000 - 2300. Effective the date of this letter, the Certification Office for Business Inclusion and Diversity (COBID) has certified your firm as a Emerging Small Business (ESB). As a COBID Certified firm, you shall be subject to all Federal and State laws.

Your certification in Oregon begins the date of this letter. Continued certification is contingent upon meeting the criteria of OAR 123-200-1000 – 2300, which includes reporting on a yearly basis. Reporting will occur each year on the anniversary date of your certification.

You are also required to notify COBID within 30 days of any material change in your firm, including changes in ownership, control, operational management, address, or contact information. Submit notification through our online e-application system (<https://oregon4biz.diversitysoftware.com>), via U.S. Mail, or by email to cobid.web@oregon.gov. Notification should include any supporting documentation. Failure to inform COBID of changes or failure to respond to requests for information may result in decertification.

Your Company is now in the Directory of Certified Firms and publicly available at www.ORcobid.com. We recommend that you regularly view your firm's information in the directory to confirm your contact information is current and that the description and NAICS/NIGP codes listed accurately describe your services and/or products. Your inclusion in our directory is key to vendors and agencies identifying and confirming your certification in Oregon. As long as your firm remains in the directory, you are certified. You will receive future notification regarding yearly reporting requirements.

You may now receive credit on contracts containing COBID Certified inclusion and diversity goals.
NAICS 423610: DISTRIBUTION EQUIPMENT, ELECTRICAL, MERCHANT WHOLESALERS

If you have questions regarding your certification and the codes assigned, please contact our office.

Sincerely,

Jesse Juarez
Certification Specialist II
jesse.l.juarez@oregon.gov

Dexter Turner

From: Supplier Clearinghouse <sch@diversitycompliance.com>
Sent: Monday, June 8, 2020 10:17 AM
To: dturner@opconnect.com
Subject: SCH: Notice of Verification and Certification

RE: Notice of Verification & Certification

June 8, 2020

Dexter Turner
OpConnect, Inc.
7150 SW Hampton St
Ste 111
Tigard, OR 97223

Supplier Clearinghouse Verification Order Number: 16000358

Congratulations, the Supplier Clearinghouse is pleased to inform you that in accordance with General Order 156, your business enterprise has successfully completed the verification process, and your company has received the following certification: Minority Business Enterprise (MBE)

Your company will now be recognized by the Joint Utilities as a Minority Business Enterprise (MBE) when competing for procurements by public utilities participating in the Utility Supplier Diversity Program.

Your Supplier Clearinghouse certificate will expire on the same expiration date (June 30, 2021) as that of the WBENC, NMSDC, or NGLCC certification upon which this verification is based. Please notify our office of any change in your address or contact information so that we can maintain your most current contact information. You must notify our office of any change in ownership and/or control of your company within 30 days of the change. Failure to provide that notification is in violation of section 8285 of the Public Utilities Code and could render your certification status invalid.

The Supplier Clearinghouse may request additional information or conduct an on-site visit at any time during the term of your verified certification status. The Supplier Clearinghouse may reconsider your certification status and possibly rule invalid your verified status if it is determined that the status was knowingly obtained by false, misleading and/or incorrect information. Also note that if in a formal opinion, the California Public Utilities Commission determines that the WMBE verification criteria under which you were deemed eligible is no longer valid, then your status may change or you may be required to comply with the change to maintain eligibility.

You can view an electronic version of this letter and your certificate at <http://www.thesupplierclearinghouse.com/>.

Thank you for participating in the Utility Supplier Diversity program. We wish you much success in your business endeavors. Feel free to contact our office if you have questions, or visit our website at www.thesupplierclearinghouse.com.

The Supplier Clearinghouse
10100 Pioneer Blvd, Suite 103
Santa Fe Springs, CA 90670
Phone (800) 359-7998
Fax (888) 549-3803

THIS CERTIFIES THAT

OpConnect, Inc



* Nationally certified by the: **NORTHWEST MOUNTAIN MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 335999

* Description of the product /services as defined by the North American Industry Classification System (NAICS)

06/02/2020

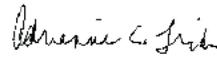
Issued Date

NW01111

Certificate Number

06/30/2021

Expiration Date


Adrienne Trumble



Fernando Martinez, President and CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



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 AH*” 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 AH*” on the signature page of your proposal.

Sincerely,

Terri Wuenschel
Buyer Specialist
Phone: 540-568-7209

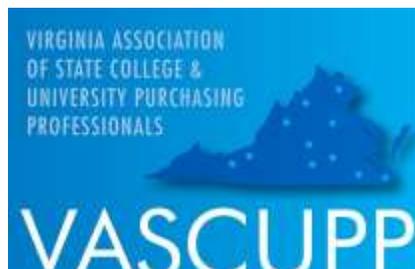


Request for Proposal

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

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

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

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

IX. METHOD OF PAYMENT

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

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

X. PRICING SCHEDULE

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

Specify any associated charge card processing fees, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to <https://usa.visa.com/support/small-business/regulations-fees.html> and for questions <https://usa.visa.com/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf>.

INSTRUCTIONS FOR ATTACHMENT E

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

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

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

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

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

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

Years _____ Months _____

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #

- 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