



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

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Concord, New Hampshire 03301  
[Office@das.nh.gov](mailto:Office@das.nh.gov)

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MLC

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February 2, 2021

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

## REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with ReVision Energy, Inc., (VC# 309329) South Portland, Maine at no cost, for Electric Vehicle Charging Services at 33 Green Street in Concord. The term of the contract shall begin on March 3, 2021 or upon approval of the Governor and Executive Council whichever is later, through June 30, 2026 a period of approximately five and one-half (5 ½) years.

There is no cost to the State as the cost of the electric charging services will be paid by end users as part of the electric vehicle charging rate structure.

## EXPLANATION

The Department of Administrative Services partnered with the Department of Environmental Services and the NH Office of Strategic Initiatives to issue a Request for Proposals for Electrical Vehicle Charging services in April of 2020. Five proposals were received. An evaluation team consisting of representatives from these state agencies, rated each proposal using criteria established and published in the RFP. The criteria were broken down into the following areas: project cost 55 points, company qualifications 15 points, proposed solution and customer cost 20 points and overall quality and responsiveness 10 points. Attached is a copy of the scoring summary. Based on the evaluation criteria, ReVision Energy, Inc., was the highest scoring vendor.

Under the terms of the agreement, ReVision Energy, Inc., will furnish, install and maintain 4 electric vehicle charging ports located at the parking lot at 33 Green Street in Concord. ReVision Energy, Inc., will retain ownership of the charging equipment and be

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responsible to provide full maintenance of the charging equipment and billing systems. The State will have access to the report data and will be reimbursed for any electricity that is utilized to charge the electric vehicles.

The State is providing access to four parking spaces in the parking lot that are dedicated for electrical vehicle charging. The electric charging stations will be available at all times for customers to charge their electric vehicles. Customers will pay ReVision, Inc., for the electric vehicle charging services on an hourly or per kWh basis at competitive rates.

Respectfully submitted,



Charles M. Arlinghaus,  
Commissioner

**Electric Vehicle Recharging Services, Green Street Parking Lot, Concord, NH**

**RFP DES 2020-01**

**Final Scoring Results Level 2 EVSE Proposals**

<b>Proposer</b>	<b>Score</b>
Revision Energy, Inc.	97
U-Go Stations Inc.	58
Greenspot JC, LLC	92
Launchpad Electric Solutions, Inc.	51
CDS Unlimited LLC	14

**Detailed Scoring Results**

<b>Proposer</b>	<b>Project Cost</b>	<b>Company Qualifications</b>	<b>Proposed Solution &amp; Customer Cost</b>	<b>Overall Quality &amp; Responsiveness</b>	<b>Total</b>
Maximum Points	55	15	20	10	<b>100</b>
Revision Energy, Inc.	55	14	19	10	<b>97</b>
U-Go Stations Inc.	37	10	11	1	<b>58</b>
Greenspot JC, LLC	55	11	17	9	<b>92</b>
Launchpad Electric Solutions, Inc.	23	10	14	5	<b>51</b>
CDS Unlimited LLC	5	3	5	1	<b>14</b>

**Pricing Proposal**

<b>Proposer</b>	<b>Cost</b>
Revision Energy, Inc.	\$0
U-Go Stations Inc.	\$27,942*
Greenspot JC, LLC	\$0
Launchpad Electric Solutions, Inc.	\$23,800
CDS Unlimited LLC	\$172,192

\*or \$0 with revenue sharing

### Reviewers

<b>Name</b>	<b>Agency/Organization</b>	<b>Title</b>	<b>Years of Experience</b>
Michael Connor	NH Dept. of Administrative Services	Administrator	43
Rebecca Ohler	NHDES Air Resources Division Technical Services Bureau	Administrator	31
Lisa Cota-Robles	NH Office of Strategic Initiatives	Deputy Director/State Energy Program Administrator	1
Timothy White	NHDES Air Resources Division Technical Services Bureau	Mobile Sources Section Supervisor	5

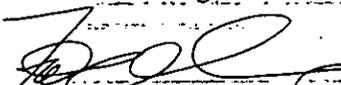
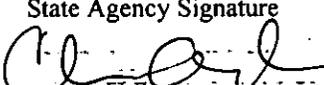
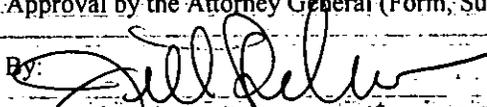
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street, Room 120 Concord, NH 03301	
1.3 Contractor Name <i>Revision Energy Inc.</i>		1.4 Contractor Address <i>758 West Brook St, South Portland, ME 04106</i>	
1.5 Contractor Phone Number <i>207-221-6342</i>	1.6 Account Number	1.7 Completion Date June 30, 2026	1.8 Price Limitation No Cost
1.9 Contracting Officer for State Agency Michael Connor		1.10 State Agency Telephone Number (603) 271-6899	
1.11 Contractor Signature  Date: <i>1/21/21</i>		1.12 Name and Title of Contractor Signatory <i>Fortunat Mueller, President</i>	
1.13 State Agency Signature  Date: <i>2/4/21</i>		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable). By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <i>2/11/21</i>			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT-B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment; and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation; or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

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

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

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

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

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

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

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

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

## Exhibit A

### Special Provisions

1. Delete Paragraph 7.3 in its entirety and replace it with the following:

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative.

- ~~2. Delete Paragraph 8.1.1 and replace it with the following:~~

~~8.1.1 failure to perform the Services as specified in Exhibit "B" SCOPE OF SERVICES" or on schedule;~~

3. Delete Paragraph 8.2.4

4. Delete Paragraph 13. **Indemnification** and replace it with the following:

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the negligence, reckless or intentional conduct of the Contractor, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

5. Delete Paragraph 14.1.2

6. There are no other special provisions of this Agreement.

## EXHIBIT "B"

### SCOPE OF SERVICES

1. The Contractor shall provide "Electrical Vehicle Charging Services" at 33 Green Street, Concord, New Hampshire. The term "Electrical Vehicle Charging Services" shall include providing all supervision, labor, materials, transportation, tools and equipment necessary to satisfactorily complete the Electrical Vehicle Charging Services as described herein.
2. The term of this contract shall begin on March 3, 2021 or upon approval of the Governor and Executive Council, whichever is later, through June 30, 2026 a period of approximately five and one half (5 - 1/2) years. The contract may be extended for one additional term of two years at terms and conditions acceptable to both parties. Any such contract extension shall be subject to approval by Governor and Council.
3. The Contractor shall provide "Electrical Vehicle Charging Services" including but not limited to the following services:
  - a) Procuring, installing, operating, maintaining, marketing and potentially removing at the end of the contract period two networked dual-connector Level 2 electric vehicle supply equipment (EVSE).
  - b) Providing remote access to EVSE operational and network data to the State including uptime, usage data, electrical usage data, equipment malfunctions, operating errors gross income and other EVSE information through a dashboard to monitor the functionality of the EVSE.
  - c) Collecting all user fees via a network payment system.
  - d) Providing for charging of up to four (4) electric vehicles at one time.
  - e) Providing multiple payment options including the ability to pay by credit or debit cards.
  - f) Providing real-time recharging station status, location, availability information, messaging, summary reports and 24-hour customer support services.
  - g) Complying with all Payment Card Industry (PCI) requirements.
  - h) Complying with the statutory requirements of RSA 236: 133, paragraphs III; VI; and VII, and RSA 236:134, paragraphs II and III.
  - i) Complying with all applicable local, state and federal codes relative to the EVSE.
  - j) Providing routine maintenance of the EVSE.
  - k) Providing four on-site signs and pavement marking that clearly designate the four parking spaces for EV charging only.
  - l) Reimbursing the State monthly for the cost of the electricity used by the EVSE.
4. The Level 2 EVSE shall at a minimum :
  - a. Display a phone number by which a customer may reach a network operator 24 hours per day, seven days a week, to initiate a charging session and or report a problem with the charger.
  - b. Be functional 24 hours per day 7 days per week with a minimum uptime of 97 percent on an annual basis,

- c. Be capable of operating in temperatures of -40 to 120 degrees Fahrenheit and humidity of up to 85% 12 degrees non-condensing.
  - d. Have J1772 standard EV connector designed for more than 10,000 cycles.
  - e. Have a minimum output power of 7.2 KW.
  - f. Be connected to a network.
  - g. Comply with the Open Charge Point Protocol (OCPP) 1.6 or more recent release and be compatible with software adhering to this OCPP standard.
  - h. Be Energy Star rated by the US Environmental Protection Agency.
  - i. Be listed and labeled by a Nationally Recognized Testing Laboratory (NRTL).
  - j. Have a cord management system that keeps the cord out of the way without the user having to coil or uncoil the charging cord.
  - k. Have an internal electric metering system capable of determining kWh used by the EVSE. The meter shall be accurate within + or - 2%.
  - l. Be fully warranted for the duration of the contract period.
5. The Contractor shall disclose the location and characteristics of the electric vehicle charging station, including, but not limited to, the address, voltage, and timing restrictions, to the federal database operated by the United States Department of Energy Alternative Fuels Data Center.
  6. The Contractor shall be responsible for all payment card processing including chargebacks. The Contractor is responsible for the security of cardholder data that it possesses, including the functions relating to storing, processing, and transmitting of cardholder data. The Contractor shall affirm that, as of the effective date of this contract, it has complied with all applicable requirements to be considered the necessary steps to validate the compliance of the payment card processing system with Payment Card Industry Data Security Standards (PCI DSS).
  7. The Merchant of Record for the payment card processing service shall undertake an annual PCI-DSS reassessment applicable to their Merchant Level Status as outlined below:
    - a. If the Merchant of Record is a Level 1 Merchant, a Qualified Security Assessor (QSA) or Internal Security Assessor (ISA) must complete an annual report on Compliance (ROC) and the Contractor must submit their Attestation of Compliance (AOC) annually to the State. The Contractor shall immediately notify the State if it learns that their payment card processing services are no longer PCI DSS compliant and shall immediately provide the State with the steps being taken to remediate the non-compliance status. In no event shall the Contractor's notification to the State be later than one (1) business day after Contractor learns, their payment card processing service is no longer PCI DSS compliant.
  8. The Contractor shall utilize an encrypted VPN cellular network. This secure VPN cellular connection shall be utilized for all station to cloud communications. The Contractor shall ensure that all communications are encrypted throughout the system to ensure the security of all the data.

9. The Contractor shall provide mobile applications in both iOS and Android platforms for end users. End users shall be able to view real time availability, navigate to the station using their own preferred mobile navigation tool. End users shall also be able to utilize the mobile applications to start and pay for charging sessions, view real time charging status, and receive alerts on charging events and view charging history. The system shall automatically notify end users when their cars are done charging.
10. The Contractor shall provide a full warranty for the EVSE including all hardware, software and network access for the duration of the contract term. The Contractor shall ensure that the payment software system is up to date with the most recent security patches and ensure full compliance with PCI-DSS requirements.
11. The Contractor shall provide remote access to EVSE data in order for the State to manage demand response. The Contractor shall make the following data, at a minimum, available through a dashboard, and provide reports summarizing such data on a quarterly basis:
  - a. Energy use by time of day either by station or by group
  - b. Peak power by day whether by station or group
  - c. Peak power by time of day
  - d. Average power by time of day
  - e. Total amount of energy use (kWh/day)
  - f. In use time and number of sessions
  - g. Real time availability of EVSE.
12. The Contractor shall provide 24-hour remote access to a network system that provides functionality such as query, per session cost breakdown, downtime and report schedule.
13. Contactor shall install and have the EVSE fully functional within twenty (20) weeks of contract approval.
14. The Contractor shall install the required electrical wiring from the boiler building to the two 24 inch pedestals that have been designated for the EVSE. Any work shall be scheduled in advance with the Contract Administrator. All electrical work shall be completed by properly licensed electricians.
15. The Contractor shall acquire any building permits required by the authority having jurisdiction at their expense, including a building permit from the New Hampshire Department of Safety, Division of the Fire Marshal.
16. The Contractor shall ensure that all materials shall be of the best quality, all work is completed in a professional manner, and all aspects of the project are delivered in good working order, complete and perfect in every respect. All materials and equipment shall be new unless otherwise specified and EVSE shall be good quality free from faults and defects.

17. The Contractor shall supervise and direct the work, using their best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work. All aspects of the project shall be subject to the inspection and approval of the State. The Contractor guarantees to repair, replace, re-execute or otherwise correct any defect in workmanship, materials, of the like that fails to conform to the requirements of the State, or that appear during the progress of the work.
18. The Contractor is responsible to the State for the acts and omissions of their employees, subcontractors and their agents and employees and other persons performing any of the work under a contract.
19. The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.
20. The Contractor or their personnel shall not represent themselves as employees or agents of the State.
21. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
22. All work performed shall be scheduled with the Contracting Officer from the Department of Administrative Services.
23. The Contractor agrees that any damage or injury to buildings, materials, and equipment or to other property by the Contractor during the performance of this service shall be repaired at their own expense.
24. The State will provide four dedicated parking spaces on the southeast corner of the parking lot nearest the boiler building dedicated for electrical vehicle charging. The four parking spaces will be open to the public and available 24 hours per day seven days per week for recharging services.
25. The State will maintain the parking lot.
26. The Contract consists of the following documents:
  - a. Form P-37 standard terms and conditions
  - b. Exhibit B Scope of Work
  - c. Exhibit C Payment Terms
  - d. Exhibit A Special Provisions
  - e. RFP # NH-VW-2020-01 and Addendums 1-3
  - f. Revision Energy's Proposal Response to RFP # NH-VW-2020-01 dated July 13, 2020

27. In the event of conflict or ambiguity among any of the text of this Agreement, the following Order of Precedence shall govern:
- a) Form P-37, General Terms and Conditions and Exhibit A
  - b) Exhibits C and B;
  - c) RFP # NH-VW-2020-01 with addendums 1-3 which is incorporated herein by reference, then
  - d) Revision Energy's proposal response to RFP # NH-VW 2020-01 dated July 13, 2020, which is incorporated by reference herein.
28. Prior to filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or confidential information), the party believing itself aggrieved (the "invoking party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the invoking party's right to any other remedy permitted under the contract. The parties shall use reasonable efforts to arrange personal meetings and /or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels. Each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

Dispute Resolution Responsibility and Schedule Table

LEVEL	CONTRACTOR	STATE	CUMULATIVE ALLOTTED TIME
Primary	Barry Woods	Michael Connor, State Contract Officer	10 Business Days
First	<i>Steve Hinckley General Counsel</i>	Karen Rantamaki, Director Plant and Property Management	20 Business Days
Second	<i>Fortune Mueller President</i>	Charles M. Arlinghaus, Commissioner of Administrative Services	30 Business Days

The allotted time for the first level negotiations shall begin on the date of the Invoking Party's notice is received by the other party. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other party.

29. Any notice by a party there to the other party, unless specifically provided for herein, shall be deemed to have been duly delivered, or given at the time of mailing. All notices required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by certified United States mail, postage prepaid, or overnight express mail or courier service addressed as follows:

If to the Contractor to:  
 Barry Woods  
 Director of Electrical Vehicle Innovation  
 Revision Energy, Inc  
 758 Westbrook Street  
 South Portland, ME 04106

If to the State to:  
 Michael Connor, Administrator  
 NH Department of Administrative Services  
 Division of Plant and Property Management  
 25 Capitol Street, Room 417  
 Concord, NH 03301

**EXHIBIT "C"**

**PAYMENT TERMS**

1. The Contractor hereby agrees to provide "Electric Vehicle Charging Services" at **no cost** to the State for the period commencing on March ~~3~~, 2021 or upon Governor and Council approval whichever is later through June 30, 2026 in return for the services described in Exhibit B.
2. The Contractor shall collect all user fees via a network payment processing system to charge their vehicles.
3. The Contractor shall reimburse the State for the electricity consumption at a per kWh rate. The base reimbursement per kWh rate will be the actual cost per kWh the State is being charged for electricity per kWh. In addition, the Contractor shall reimburse the State a premium rate of \$0.02 to \$0.08 per kWh. The premium rate shall be determined monthly on a sliding scale by the average number of charging sessions per day. At one charge per day, the premium rate will be \$0.02 per kWh and at 10 charging sessions per day the premium rate per kWh will be \$0.08 per kWh. This rate shall be reviewed monthly and can be modified at a rate agreeable to both parties.
4. The Contractor shall reimburse the State on monthly basis and provide back up documentation which includes at a minimum the total number of charging sessions per day and month, and the amount of kWh utilized to charge the vehicles per month.
5. The Contractor shall submit reimbursement payments and the supplemental information to the following address:

State of New Hampshire  
Division of Plant and Property Management  
Michael Connor  
25 Capitol Street, Room 417  
Concord, NH 03301

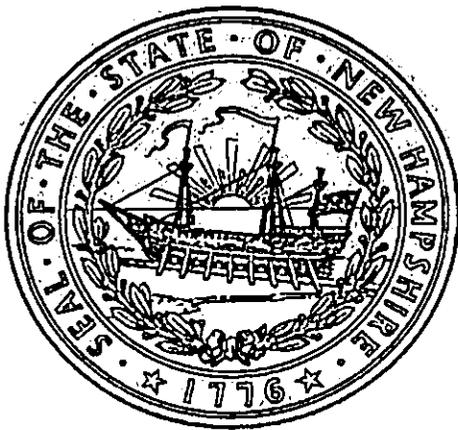
**State of New Hampshire**  
**Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that REVISION ENERGY INC. is a Maine Profit Corporation registered to transact business in New Hampshire on September 29, 2017. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 779827

Certificate Number : 0005238905



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 26th day of January A.D. 2021.

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

William M. Gardner  
Secretary of State

**Certificate of Authority # 1**

*(Corporation of LLC- Non-specific, open-ended)*

**Corporate Resolution**

I, William Behrens, hereby certify that I am duly elected Clerk/Secretary of ReVision Energy Inc..

I hereby certify the following is a true copy of a vote taken at a meeting of the Board of

Directors/shareholders, duly called and held on January 21, 2021 at which a quorum of the

Directors/shareholders were present and voting.

**VOTED:** That Fortunat Mueller, President, is duly authorized to enter into contracts or agreements on behalf of ReVision Energy Inc. with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

**DATED:** January 21, 2021

**ATTEST:**



William Behrens, Clerk/Secretary  
of ReVision Energy Inc.



