



## **STATE OF NORTH CAROLINA**

**Division of Purchase and Contract**

**Request for Quotation #: DPC-586855572-FS - BAFO**

**Electric Vehicle Charging Stations and Accessories**

**Date Issued: May 18, 2023**

**Quote Opening Date: May 26, 2023**

**At 2:00 PM ET**

**Direct all inquiries concerning this RFQ to:**

**Bahaa Jizi**

**State Procurement Manager**

**Email: [bahaa.jizi@doa.nc.gov](mailto:bahaa.jizi@doa.nc.gov)**

**Phone: 984-236-0218**

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the RFQ SCHEDULE Section of this RFQ. Vendors will enter "RFQ # DPC-586855572-FS - BAFO – Questions" as the subject of the message. Question submittals should include a reference to the applicable RFQ section. This is the only manner in which questions will be received.

**STATE OF NORTH CAROLINA**  
**Division of Purchase and Contract**

<b>Refer <u>ALL</u> Inquiries regarding this RFQ to:</b> <i>Bahaa Jizi</i> <b>State Procurement Manager</b> ALL Inquiries regarding this RFQ shall be submitted through the Message Board in the Sourcing Tool. See Section 2.0 for Details	<b>Request for Quotation # DPC-58685572-FS - BAFO</b>
	<b>Quotes will be publicly opened: May 26, 2023 @ 2:00 PM ET</b> Due to COVID-19 Requirements of Social Distancing, the Public Quote opening for this solicitation will be conducted via conference call. To hear the quote opening for <b>DPC-58685572-FS - BAFO</b> please click the following link:
<b>Using Agency: Purchase and Contract</b>	<b>Commodity No. and Description: 2517 – Electric Vehicle Charging Systems and Stations</b>
<b>Requisition No.: Contract Type: Statewide Term Contract (STC #2517A)</b>	

**EXECUTION**

In compliance with this Request for Quotation (RFQ), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are quote, at the prices set opposite each item within the time specified herein.

By executing this quote, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this quote is submitted competitively and without collusion (G.S. 143-54),
- that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this quote, the undersigned certifies to the best of Vendor’s knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFQ, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this quote response to the RFQ, the undersigned certifies, for Vendor’s entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor’s organization.

By executing this quote, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS**. These documents can be accessed from the Ariba Sourcing Tool.

**Failure to execute/sign quote prior to submittal may render quote invalid and it MAY BE REJECTED. Late quotes cannot be accepted.**

COMPLETE/FORMAL NAME OF VENDOR: <b>Livingston Energy Group LLC</b>		
STREET ADDRESS: <b>2345 Maxon Rd Ext Suite 1,</b>	P.O. BOX:	ZIP: <b>12308</b>
CITY & STATE & ZIP: <b>Schenectady, NY 12308</b>	TELEPHONE NUMBER: <b>(518) 691 3119</b>	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: <b>Sara Najafipour, Director of Government Solutions</b>		FAX NUMBER:
VENDOR’S AUTHORIZED SIGNATURE: <i>Sara Najafipour</i>	DATE: <b>5/22/2023</b>	E-MAIL: <b>snajafipour@solution.energy</b>

Quote Number: DPC-586855572-FS

Vendor: Livingston Energy Group LLC

**VALIDITY PERIOD**

Offer shall be valid for at least 150 days from date of quote opening, unless otherwise stated here: \_\_\_\_\_ days, or if extended by mutual agreement of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFQ.

**QUOTE ACCEPTANCE**

If your quote is accepted, all provisions of this RFQ, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

**FOR STATE USE ONLY:** Offer accepted and Contract awarded this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as indicated  
on the attached certification, by PandC - Bahaa Jizi 6/19/2023  
(Authorized Representative of Division of Purchase and Contract)

**1.0 PURPOSE AND BACKGROUND .....5**

1.1 CONTRACT TERM .....5

**2.0 GENERAL INFORMATION .....5**

2.1 INVITATION FOR QUOTE DOCUMENT .....5

2.2 E-PROCUREMENT FEE .....6

2.3 NOTICE TO VENDORS REGARDING RFQ TERMS AND CONDITIONS .....6

2.4 RFQ SCHEDULE .....6

2.5 URGED AND CAUTIONED PRE-QUOTE CONFERENCE .....6

2.6 QUOTE QUESTIONS .....7

2.7 QUOTE SUBMITTAL .....7

2.8 QUOTE CONTENTS .....7

2.9 ALTERNATE QUOTES .....8

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS .....8

**3.0 METHOD OF AWARD AND QUOTE EVALUATION PROCESS .....9**

3.1 METHOD OF AWARD .....9

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION .....9

3.3 QUOTE EVALUATION PROCESS .....9

3.4 PERFORMANCE OUTSIDE THE UNITED STATES .....10

3.5 INTERPRETATION OF TERMS AND PHRASES .....10

**4.0 REQUIREMENTS .....10**

4.1 PRICING .....10

4.2 ADDITIONAL DISCOUNT OFFERS/REBATES .....11

4.3 PRODUCT IDENTIFICATION .....11

4.4 TRANSPORTATION AND IDENTIFICATION .....11

4.5 DELIVERY AND INSTALLATION .....12

**4.5.1 SITE PREPARATION REQUIREMENTS FOR THE STATE .....12**

**4.5.3 QUALITY ACCEPTANCE INSPECTION .....16**

4.6 AUTHORIZED RESELLER .....16

4.7 WARRANTY .....16

4.9 DESCRIPTIVE LITERATURE .....17

4.10 HUB PARTICIPATION .....17

4.11 REFERENCES .....17

4.12 VENDOR’S REPRESENTATIONS .....17

4.13 FINANCIAL STABILITY .....17

4.14 AGENCY INSURANCE REQUIREMENTS MODIFICATION .....17

4.15 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS .....18

**5.0 PRODUCT SPECIFICATIONS .....18**

5.1 SPECIFICATIONS .....18

5.2 CERTIFICATION AND SAFETY LABELS .....23

5.4 DEVIATIONS .....23

5.5 MANUALS .....23

5.6 TRAINING .....24

**6.0 CONTRACT ADMINISTRATION .....24**

Quote Number: DPC-58685572-FS

Vendor: \_\_\_\_\_

6.1	CONTRACT MANAGER AND CUSTOMER SERVICE .....	24
6.2	POST AWARD MANAGEMENT REVIEW MEETINGS .....	24
6.3	CONTINUOUS IMPROVEMENT .....	25
6.4	INVOICES .....	25
6.5	DISPUTE RESOLUTION .....	25
6.6	ELECTRONIC PRODUCT CATALOG .....	25
6.7	QUARTERLY REPORTS.....	25
6.8	BUSINESS REVIEW MEETINGS.....	26
6.9	PRODUCT RECALL .....	26
6.10	CONTRACT CHANGES .....	26
6.11	POST AWARD PRODUCT SUBSTITUTIONS, ADDITIONS & REMOVALS.....	27
6.12	PRICE ADJUSTMENTS .....	27
6.13	TAXES.....	27
6.14	ATTACHMENTS .....	27

## 1.0 PURPOSE AND BACKGROUND

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The Department of Administration (DOA) serves as the business manager for North Carolina state government and provides leadership to state government for the effective, efficient, economical, and equitable delivery of services to the public. The department also provides assistance and services to several advocacy programs that serve diverse segments of the state’s population that have traditionally been underserved. The Division of Purchase and Contract (P&C) is the strategic force to provide the State’s entities with a catalog of Statewide Term Contracts (STC) that provide for an encompassing organized and efficient manner to pool resources in an effort to provide goods and services.

In response to Governor Roy Cooper’s Executive Order #80 is pleased to announce that Zero Emissions Vehicles (ZEVs) have been added to the Statewide Fleet. These vehicle additions will assist all state agencies to reduce their carbon footprint and reduce greenhouse gas emissions. This move is one part of the overall strategy contained in Executive Order #80 in promoting clean energy and the establishment of an infrastructure that can support the utilization of ZEVs.

This is an exciting new development for all citizens of the State of North Carolina. This move continues to push North Carolina to the technological forefront and establishes their leadership in the development of an alternative fuel program for their motor fleet.

The State through the Department of Administration (DOA) Division of Purchase and Contract (P&C) is seeking to establish a Statewide Term Contract for qualified vendors to supply new, unused and in current production commercial and institutional quality for **Electric Vehicle Charging Stations including Parts, Accessories, Networking, Asset Management, Outdated Equipment Trade-In, Fleet Charging, Installation and Infrastructure** throughout the State of North Carolina. The intent of this Invitation for Quote (hereinafter, “RFQ”) is to receive pricing from Vendors which will offer savings to the State and confirm, through Vendors’ submission of quotes, its ability to meet the State’s needs.

Vendor offerings must meet the following categories:

- **Category A**            **Level 2 Electric Vehicle Supply Equipment**
- **Category B**            **62.5 KW DC Fast Charge Electric Vehicle Supply Equipment**
- **Category C**            **500 KW DC Fast Charge Electric Vehicle Supply Equipment**
- **Category D**            **Solar EV Freestanding Charging Station**

The contract resulting from this RFQ is mandatory for State departments and most State Agencies, and by State higher education institutions (except under the conditions specified in G.S. 115D-58.14(a) and G.S. 116-13). The Contract may also be utilized, without further competition, by non-mandatory State Agencies and Other Eligible Entities. Quotes shall be submitted in accordance with the terms and conditions of this RFQ and any addenda issued hereto.

The intent of this solicitation is to award a Statewide Term Contract.

### 1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of final Contract execution (the “Effective Date”)

At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than 90 days before the end of the Contract’s then-current term. In addition, the State reserves the right to extend a contract term after the last active term.

Quotes shall be submitted in accordance with the terms and conditions of this RFQ and any addenda issued hereto.

## 2.0 GENERAL INFORMATION

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### 2.1 INVITATION FOR QUOTE DOCUMENT

The RFQ is comprised of the base RFQ document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

## 2.2 E-PROCUREMENT FEE

**ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.**

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

### What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

<http://eprocurement.nc.gov/training/vendor-training>.

## 2.3 NOTICE TO VENDORS REGARDING RFQ TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFQ and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFQ.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFQ, those must be submitted as questions in accordance with the instructions in the QUOTE QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFQ addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period. Other than through this process or negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's quote. This applies to any language appearing in or attached to the document as part of the Vendor's quote that purports to vary any terms and conditions or Vendors' instructions herein or to render the quote non-binding or subject to further negotiation. Vendor's quote shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

**By execution and delivery of this RFQ Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's quote as nonresponsive. The State may exercise its discretion to consider Vendor proposed modifications.**

## 2.4 RFQ SCHEDULE

The table below shows the *intended* schedule for this RFQ. The State will make every effort to adhere to this

Event	Responsibility	Date and Time
Issue RFQ	State	May 18, 2023
Submit Written Questions	Vendor	May 22, 2023 @ 2:00 PM ET
Provide Responses to Questions	State	May 23, 2023
Submit Quotes	Vendor	May 26, 2023 @ 2:00 PM ET <a href="#">Click Here For Quote Opening Link</a>
Contract Award	State	TBD
Contract Effective Date	State	TBD

## 2.6 QUOTE QUESTIONS

Upon review of the RFQ documents, Vendors may have questions to clarify or interpret the RFQ in order to submit the best quote possible. To accommodate the Quote Questions process, Vendors shall submit any such questions by the “Submit Written Questions” date and time provided in the RFQ SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the RFQ SCHEDULE Section of this RFQ. Vendors will enter “RFQ # DPC-58685572-FS - BAFO– Questions” as the subject of the message. Question submittals should include a reference to the applicable RFQ section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

Questions received prior to the submission deadline date, the State’s response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this RFQ. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFQ, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this RFQ.

## 2.7 QUOTE SUBMITTAL

**IMPORTANT NOTE:** This is an absolute requirement. Vendor shall bear the risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its quote has been received as described in this RFQ by the specified time and date of opening. The date and time of receipt will be marked on each quote when received. Any quote or portion thereof received after the quote submission deadline will be rejected.

Vendor’s quotes for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocmnt.nc.gov/training/vendor-training>

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

### Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.

## 2.8 QUOTE CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this RFQ that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to

provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's quote, in the State's sole discretion.

Vendors shall upload the following items and attachments in the Sourcing Tool:

- a) Cover Letter, must include a statement that confirms that the Vendor has read the RFQ in its entirety, including all links, and all Addenda released in conjunction with the RFQ.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Quote Number.
- c) Completed and signed version of EXECUTION PAGES, along with the body of the RFQ.
- d) Signed receipt pages of any addenda released in conjunction with this RFQ, if required to be returned.
- e) Completed version of ATTACHMENT A: PRICING FORM
- f) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- j) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL
- k) Descriptive Literature: See Section 4.9 below

## **2.9 ALTERNATE QUOTES**

Unless provided otherwise in this RFQ, Vendor may submit alternate quotes for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate quotes must specifically identify the RFQ requirements and advantage(s) addressed by the alternate quote. Each quote must be for a specific set of Goods and Services and must include specific pricing. Each quote must be complete and independent of other quotes offered. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Quotes in the Sourcing Tool

## **2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS**

Relevant definitions for this RFQ are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found Sourcing Tool, which are incorporated herein by this reference.

The following definitions, acronyms, and abbreviations are also relevant to this RFQ:

- 1. DLM: Dynamic Load Management
- 2. EV: Electric Vehicle
- 3. EVSE: Electric Vehicle Service Equipment
- 4. OEM: Original Equipment Manufacturer
- 5. SCO: State Construction Office

### **3.0 METHOD OF AWARD AND QUOTE EVALUATION PROCESS**

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#### **3.1 METHOD OF AWARD**

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest.

All responsive quotes will be reviewed, and award or awards will be based on the responsive quotes(s) to provide the estimated requirements as to breadth of items in each category offered, highest percentage discount offered off the most recently published Manufacturer Standard Retail Price (MSRP) List, quantity, quality, delivery, service, and/or geographical coverage. **Vendors offering pricing based on unit cost will be considered non-responsive and therefore rejected.**

It is the State's intent to have multiple manufacturers represented in each category. In the event that two (2), or more Vendors offer the same manufacturer's product(s), it is the intent of the state to make an award to the Vendor with the most complete offering per category, and highest percentage discount offered off the most recently published MSRP List for a particular manufacturer's product(s).

Products offered must currently be available on the manufacturer's most recently published MSRP. Submission of price schedules developed specifically for this Quote WILL result in disqualification from award consideration.

State reserves the right to reject any quote based on functionality, compatibility with specified requirements as well as cost, make separate awards to different Vendors for one (1) or more categories, to not award one (1) or more categories or to cancel this RFQ in its entirety without awarding a Contract if it is considered to be most advantageous to the State to do so.

The State reserves the right to waive any minor informality or technicality in quotes received.

#### **3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

While this RFQ is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph of the Instructions To Vendors entitled Confidential Information.

#### **3.3 QUOTE EVALUATION PROCESS**

Only responsive submissions will be evaluated.

**The State will conduct an evaluation of responsive Quotes, as follows:**

Quotes will be received according to the method stated in the Quote Submittal section above.

All quotes must be received by the issuing agency not later than the date and time specified in the RFQ SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the RFQ SCHEDULE Section above, unless modified by Addendum, the quotes from each responding Vendor will be opened publicly and the name of the Vendor and total cost offered may be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the quote. Vendors are cautioned, however, that the evaluators are not required to

request presentations or other clarification—and often do not. Therefore, all quotes should be complete and reflect the most favorable terms available from the Vendor. Prices quote cannot be altered or modified as part of a clarification.

Quotes will generally be evaluated, based on completeness, content, cost, and responsibility of the Vendor to supply the requested Goods and Services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to IPS under the RFQ number for this solicitation. Award of a Contract to one Vendor does not mean that the other quotes lacked merit, but that, all factors considered, the selected quote was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more Vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

### 3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFQ, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

### 3.5 INTERPRETATION OF TERMS AND PHRASES

This RFQ serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether quotes should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the RFQ. Except as specifically stated in the RFQ, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a quote in its entirety.

## 4.0 REQUIREMENTS

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This Section lists the requirements related to this RFQ. By submitting a quote, the Vendor agrees to meet all stated requirements in this Section, as well as any other specifications, requirements, and terms and conditions stated in this RFQ. If a Vendor is unclear about a requirement or specification, or believes a change in a requirement would allow for the State to receive a better quote, the Vendor is encouraged to submit these items in the form of a question during the question and answer period in accordance with the Quote Questions Section above.

### 4.1 PRICING

Quote price shall constitute the total cost to the State for delivery fully assembled and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become

part of any resulting Contract. Vendors shall include installation as a separate cost in each category as provided in ATTACHMENT A. This cost will not be a part of the evaluation process.

**As part of the installation cost, the successful Vendor(s) shall provide a quote to create a purchase order with the breakdown of the project with costs for successful completion.**

1. Electronic Vehicle Charging Equipment, Accessories, and Supplies
2. Ventilation Requirements
3. Capacity & Location of Electricity Service Supply
4. Lighting & Shelter Needs
5. Surge Protection Requirements
6. Permit Fees
7. Landscaping
8. Pavement/Sidewalk Repair
9. Concrete Bases

## **4.2 ADDITIONAL DISCOUNT OFFERS/REBATES**

This component of the Pricing Response is optional, but the State encourages Vendors to provide additional financial incentives, if possible, within the scope of this RFQ that will benefit the State. These additional incentives could include, but are not limited to additional discounts based on total spend volumes, tier pricing, rebates, additional discounts by manufacture or product type, etc. Additional Discount Offers shall be in addition to the discounts quote on percentage discount off items.

Volume or tier discounts, if offered, shall also be based on the most recently published retail MSRP price list. All discounts offered shall remain in effect for the entire contract period and cannot be decreased. However, the discount may be increased, and any such increase shall remain in effect for the remainder of the contract period and any subsequent extensions. Volume or tier discounts, if offered, shall apply to purchase orders placed for delivery to the same location. Vendor may provide volume or tier discounts to orders that include multiple delivery points from the same agency.

The State reserves the right to accept or reject all or part of proposed Additional Discount Offers as part of a Vendor's Total Price Submittal Value. It is at the State's sole discretion not to assign value to propose Additional Discount Offers which the State cannot quantify or to give only partial value for Additional Discount Offers. Vendors may offer the State additional discount using the Additional Discount Offers within ATTACHMENT A-PRICING SUBMITTAL WORKBOOK

## **4.3 PRODUCT IDENTIFICATION**

### **SUITABILITY FOR INTENDED USE**

Vendors are requested to offer only items directly complying with the specifications herein or comparable items which will provide the equivalent capabilities, features and diversity called for herein. The State reserves the right to evaluate all quotes for suitability for the required use and to award the one best meeting requirements and considered to be in the State's best interest.

## **4.4 TRANSPORTATION AND IDENTIFICATION**

The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within the State of North Carolina with all transportation costs and fees included in the total quote price.

When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the Buyer's name shall be show on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

#### 4.5 DELIVERY AND INSTALLATION

The Vendor shall deliver Free-On-Board (FOB) Destination to any location within the State of North Carolina with all transportation costs included in the total quote price.

**Vendor should complete delivery within 120 consecutive calendar days after receipt of purchase order.**

For completion by Vendor: Delivery will be made from Schenectady, NY (city, state) within \_\_\_\_\_ consecutive calendar days after receipt of purchase order. Promptness of delivery may be used as a factor in the award criteria.

Delivery shall not be considered to have occurred until installation has been completed and verified by the State's Contract Manager. Upon completion of the installation, the Vendor shall remove and properly dispose of all waste and debris from the installation site. The Vendor shall be responsible for leaving the installation area clean and ready to use.

##### 4.5.1 SITE PREPARATION REQUIREMENTS FOR THE STATE

**THE STATE MUST SUBMIT PLANS BY A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF NORTH CAROLINA TO THE STATE CONSTRUCTION OFFICE(SCO) FOR ALL SITE AND FACILITY REVIEW TO ENSURE THAT THE EXISTING ELECTRICAL GRID FOR THE BUILDING WILL SAFELY AND EFFECTIVELY HANDLE THE LOAD REQUIRED FOR THE EQUIPMENT THAT IS DESIRED TO BE PROCURED AND INSTALLED. THE SITE PLANS SHALL ENTAIL DESIGN AND SCOPE PREPARATION BY THE ENGINEER FOR APPROVAL FROM SCO. AN SCO APPROVAL MUST BE ACQUIRED PRIOR TO ANY REQUESTED QUOTE OR INSTALLATION FROM STC VENDORS. ALL APPROVALS SHOULD BE FACILITATED THROUGH THE AGENCY'S CAPITAL PROJECTS COORDINATOR.**

**ANY NON-MANDATORY ENTITIES, INCLUDING SCHOOLS AND LOCAL GOVERNMENT, THAT ARE ALLOWED BY GENERAL STATUTE TO USE THIS CONTRACT SHALL MEET THE SITE PREPARATION REQUIREMENTS AS THEY APPLY ON THE RESPECTIVE LOCAL LEVEL, BEFORE ANY EQUIPMENT CAN BE DELIVERED ON SITE FOR INSTALLATION. THE SCO WILL NOT BE REQUIRED TO REVIEW OR APPROVE ANY DESIGN OR SCOPE PREPARATION FOR ANY ENTITIES NOT IDENTIFIED IN N.C. GEN. STAT § 143-341(3).**

The State shall meet the following site preparation requirements before any equipment can be delivered on site for installation.

- a. The State is responsible for notifying the Vendor of the availability and the date the site is ready for delivery of equipment. The Vendor is to be notified of any construction delays that will require a corresponding adjustment to the date of delivery.
- b. New or remodeled construction must be completed and signed off by the State. All construction personnel shall be cleared from the site, including such personnel as painters, carpenters, plumbers, electricians, and detailers.
- c. Any of the following services listed below that are required for the installation of contract equipment will be negotiated on a case-by-case basis between the Vendor's Representative and the State.
  1. Any installation or site preparation beyond the normal scope of work required by this contract.
  2. Additional site plan documents needed beyond the normal scope of work.
  3. Vendor is cautioned that any excessive installation, repair, labor or travel charges submitted to the State, during the term of this contract may cause the Vendor to be held in default or to be removed from contract.
- d. The State reserves the right to obtain pricing on any used equipment and to use it as a trade-in to obtain additional discounts from the Vendor.

##### 4.5.2 PURCHASE PROCEDURES AND VENDOR'S RESPONSIBILITIES

**THE STATE MUST SUBMIT PLANS BY A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF NORTH CAROLINA TO THE STATE CONSTRUCTION OFFICE (SCO)FOR ALL SITE AND FACILITY REVIEW TO ENSURE THAT THE EXISTING ELECTRICAL GRID FOR THE BUILDING WILL SAFELY AND EFFECTIVELY HANDLE THE LOAD REQUIRED FOR THE EQUIPMENT THAT IS DESIRED TO BE PROCURED AND INSTALLED. THE SITE PLANS SHALL ENTAIL DESIGN AND SCOPE PREPARATION BY THE ENGINEER FOR APPROVAL FROM SCO. SCO APPROVAL MUST BE ACQUIRED PRIOR TO ANY REQUESTED QUOTE OR INSTALLATION FROM STC VENDORS. ALL APPROVALS SHOULD BE FACILITATED THROUGH THE AGENCY'S CAPITAL PROJECTS COORDINATOR.**

**ANY NON-MANDATORY ENTITIES, INCLUDING SCHOOLS AND LOCAL GOVERNMENT, THAT ARE ALLOWED BY GENERAL STATUTE TO USE THIS CONTRACT SHALL MEET THE SITE PREPARATION REQUIREMENTS AS THEY APPLY ON THE RESPECTIVE LOCAL LEVEL,**

**BEFORE ANY EQUIPMENT CAN BE DELIVERED ON SITE FOR INSTALLATION. THE SCO WILL NOT BE REQUIRED TO REVIEW OR APPROVE ANY DESIGN OR SCOPE PREPARATION FOR ANY ENTITIES NOT IDENTIFIED IN N.C. GEN. STAT § 143-341(3).**

The following steps are to be taken by the State and the Vendor in order to use this contract:

a) **Equipment Selection**

1. The State will utilize the approved design and scope, to determine which type of equipment will be procured.
2. The awarded STC vendor(s) may be contacted to review design and scope of the intended EV charging equipment and services.

b) **Site Visit**

1. The State shall contact Vendor to arrange a mutually convenient date to visit the site. The contact person shall inform the State of the name and telephone number of the person (Vendor's Representative or Installation Partner) who will visit the site.
2. The date and time of the site visit shall not exceed seven (7) working days after the State initiates the call.
3. The State shall make every effort to have site plans or blueprints available at time of site visit.
4. Vendor's Representative or Installation Partner shall visit the site of the proposed work to familiarize themselves of the equipment, materials, and labor required for installation; of all conditions that may in any manner affect the work; and of any conditions which will affect the performance of the work to be called for which is reasonably implied by this Request for Quotation.

The Vendor's Representative or Installation Partner is responsible for obtaining accurate onsite measurements, materials and installation requirements for the Vendor. Reviewing plans (if available) in no way relieves the Vendor's Representative or Installation Partner of this responsibility.

5. Vendor's Representatives or Installation Partners shall apprise the areas that require installation to determine the actual number of pieces, materials and labor that will be required to complete the installation. **All product pricing shall be quoted as per the Statewide Term Contract Pricing.**

Using the measurements and detailed site information, two (2) sets of plan layout and detailed shop drawings shall be submitted to the Agency purchasing department for review and approval. Drawings will be of such scale and detail as to clearly show precisely what the Vendor intends to furnish, of what materials it will be made and how it will be constructed, and how it will be installed. Purchase, fabrication, shipment, or installation of any equipment for this project shall be within ten (10) business days after request.

Vendor's Representatives or Installation Partners shall provide complete details of all site modifications required of the using agency to facilitate equipment installation. Any site modifications requirements omitted will become the sole responsibility of the Vendor. Modifications shall include, but not be limited to, line voltage matching transformers, conduits, cable channel, wiring, boxes, connectors, lighting, circuit breakers, radio frequency and magnetic shielding calculations and materials.

Failure to provide site plans, shop drawings and site modifications for the installation shall be interpreted as not conforming to contract conditions and shall be grounds for default. All drawings are to be of a professional nature and definitive enough in detail so as to allow outside review, if required for determining Vendor's compliance.

6. Installation shall be accomplished during the State business hours of 8:00 AM to 5:00 PM. However, with the agreement of both parties, installation may be accomplished at night and/or on weekends.
7. A Vendor's quote shall be delivered to the State no later than seven (7) working days after the site visit.
8. Any installation requiring more or less equipment, materials or labor than originally determined for an install area shall be subject to pre-approval by the State.
9. Permits: The Vendor shall supply, at no cost to the State, all necessary permits and/or approvals for Federal, State or Local Government codes and requirements.

10. All items called for in this Invitation for Quote shall be furnished, off-loaded, delivered, completely installed and left ready for use in complete compliance with all local codes, published standards and the requirements of this RFQ. Any item not specifically requested, but necessary for a complete installation, shall be included. The Vendor shall assume complete responsibility for proper fit of the equipment.

c) **Purchase Order Preparation**

The State shall specify the following on the purchase order to the Vendor:

1. **Approval from State Construction Office for State Owned Facilities**

2. Contract number.
3. Installation method required.
4. Vendor, style, color name and order numbers for all equipment and materials required.
5. Any additive or deductive options required, as shown on quotation form from Vendor. It shall be shown both by item price and description.
6. Quantity of each piece of equipment required, manufacturer's name and model number, product description and each price. This will also include a materials list, if one is required for installation.
7. The name and telephone number of the State Agency's representative at the installation site.
8. A copy of the approved site plan and quotation form from Vendor, shall accompany each Purchase Order issued under this contract.

d) **Installation**

Basic Installation shall include:

1. Travel time/labor for travel up to 150 miles from Vendor's office.
2. Permitting for work performed.
3. Installation of circuit breaker in electrical distribution panel (price is based on assumption that adequate space is available in electrical panel for additional breaker/load).
4. Installation of up to 50 ft. of conduit and wire within interior of building, from location of electrical distribution panel to exterior wall (exit point to exterior of building).
5. Installation of up to 30 ft. of conduit and wire, from exterior wall/exit point of building to electric vehicle charging station or PVC/ground-entrance point (if required).
6. Installation of up to 20 ft. of PVC conduit and wire (in applications where underground conduit runs are necessary/required).
7. Supply and installation of all necessary junction boxes, fittings and connectors, and all other items/materials required for proper and code-compliant installation (Does not include additional power distribution equipment, devices, or other material that is outside of the scope of work required for installation of basic unit, or necessitated by a lack of available panel space, etc.)
8. Installation of EV Charging Unit

**Additional Requirements:**

1. The State and Vendor's Representative or Installation Partner shall agree upon an installation date & time.
2. Vendor shall place the order in production after receipt of purchase order. Vendor shall notify the State Contact (designated on purchase order) within five (5) working days of the estimated arrival date of the equipment. Delivery shall be in accordance with the contract.

3. Vendor's Representative or Installation Partner shall notify the State upon receipt of equipment and arrange for installation.
4. The Vendor's Representative or Installation Partner will be held responsible for the scheduling, receiving, and installation of equipment from the Vendor in coordination with the agency. Equipment shall be delivered to the job site in the Vendor's bundles or boxes and shall be clearly marked to identify the equipment and/or install materials.
5. Vendor's Representative or Installation Partner shall be responsible for removing existing equipment or other designated fixtures in the install area unless otherwise specified. The fees for removal shall be stated on the purchase order and will be negotiated between the State and the Vendor. If needed, approval must be obtained by the North Carolina Department of Administration, State Surplus Property Division.
6. Vendor's Representative or Installation Partner will not be responsible for moving any equipment beyond the normal scope of work required by this contract or shall be negotiated on a case by-case basis between the Vendor's Representative and the State.
7. Vendor's Representatives and Installation Partners and their staff shall have a form of identification from Vendor on their person at all times while on the job site.
8. There shall be a proper transition between existing equipment and materials and the new equipment and materials installed. Where needed, any additional equipment or materials required to properly install the equipment shall be immediately brought to the attention of the State.
9. Vendor's Representatives, Installation Partners and their staff are cautioned to establish, with the owners, the existing condition of the areas which might be affected by this installation to avoid misunderstandings regarding any damages which may result from the installation. Repair of any damage done by the Vendor shall be the responsibility of the Vendor.
10. Upon completion of the installation, the Vendor shall remove and properly dispose of all waste and debris from the installation site, unless previous approval is obtained from the State, Vendor shall plan to bring its own dumpster for removal of all trash and debris. No trash receptacles belonging to any State facility may be used to discard any trash.

The Vendor shall be responsible for leaving the installation area clean and ready for use. Use of State's dumpsters will not be allowed.

11. The State assumes it will purchase totally functional systems including cables, connectors and any additional hardware required for operation of the systems.
12. Vendor's Representatives and/or Installation Partners shall correct any deficiencies in the equipment prior to acceptance by the State.
13. Should the Vendor be unable to correct performance or specification deficiencies or replace the system(s) within a reasonable time, the Vendor may be declared in default of contract.
14. Vendor's guide to cleaning and maintenance of equipment and all warranty documents shall be provided to the State upon completion of job.
15. All changes or modifications to the original order shall be made in writing by the Vendor and approved by The State before any work can begin.
16. After the job has been completed, the Vendor's Representative or Installation Partner shall follow all State Quality Assurance Inspection procedures.
17. At the conclusion of the inspection, the Vendor shall demonstrate to the Authorized Owners Representative that the work is fully operational and in compliance with the contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Vendor at the Vendor's sole expense prior to final acceptance of the work.

- 18. Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the State’s satisfaction at the Vendor’s sole expense.

Vendors understand that damaged or nonperforming equipment and improper or inadequate installations, of any kind, will be replaced or repaired within 90-days, in order for the State to be able to continue work without delay. In the alternative, the State has the option to replace or repair damaged or nonperforming equipment or improper or inadequately installed equipment at the vendor’s expense. Upon repeated instances of failure to remedy product or installation problems, the State’s options shall include, but not limited to, total replacement, removal from contract and/or debarment in accordance with paragraph 2.DEFAULT AND TERMINATION of the North Carolina Terms and Conditions.

**4.5.3 QUALITY ACCEPTANCE INSPECTION**

It is the responsibility of the receiving agency to inspect all materials, supplies, and equipment upon delivery to ensure compliance with the contract requirements and specifications.

INVOICES MAY NOT BE PAID BY THE USING AGENCY UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS ACCEPTED.

1.1

2.1

2.1.

2.2.

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**4.6 AUTHORIZED RESELLER**

The Vendor shall be authorized by the manufacturer to distribute or resell the products and/or maintenance offered in this RFQ. The Vendor shall provide a signed statement from the manufacturer confirming authorization with its quote response Failure to provide this statement shall constitute sufficient grounds for rejection of Vendor’s offer, at the discretion of the State.

Vendor is the:  Manufacturer  Dealer  Reseller  Distributor

Authorized:  Yes  No Attached Manufacturer’s Authority:  Yes  No

**4.7 WARRANTY**

Manufacturer’s standard warranty shall apply and shall begin from date product is put into operation, unless otherwise stated. Vendors shall include a copy of the manufacturer’s standard warranty with the quote response.

The report of a problem does not presuppose that every call must result in an “on-site” visit for service/repair. The Vendor and/or service sub-contractor shall utilize best efforts to resolve problems in a timely fashion by using acceptable servicing methods to include, but not limited to, verbal problem analysis and remote diagnosis. The warranty requirement does not impose any additional duty on the State to make other than normal and good faith problem resolution efforts or expenditures of time. Vendor shall be responsible for compliance with warranty terms by any third-party service provider. Vendor shall provide contact information for warranty service provider, below.

Vendor is authorized by manufacturer to repair equipment offered during the warranty period?  YES  NO

Will the Vendor provide warranty service?  YES  NO, a manufacturer-authorized third party will perform warranty service.

Contact information for warranty service provider:

Company Name: Livingston Energy Group LLC

Company Address: 2345 Maxon Rd Ext Suite 1 Schenectady, NY

Contact Person (name): Sara Najafipour

Quote Number: DPC-58685572-FS

Vendor: Livingston Energy Group LLC

Contact Person (phone number): 518-542-0818

Contact Person (email): snajafipour@solution.energy

## 4.9 DESCRIPTIVE LITERATURE

### DESCRIPTIVE LITERATURE/CERTIFICATION

Each quote shall be accompanied by complete descriptive literature, specifications, certifications, and all other pertinent data necessary for thorough evaluation of the item(s) offered and sufficient to determine compliance of the item(s) with the specifications. Failure to include such information shall be a sufficient basis for rejection of the quote, at the discretion of the State.

## 4.10 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFQ will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

## 4.11 REFERENCES

Vendors shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which your company has supplied the exact model of equipment offered. The State may contact these users to determine quality level of the offered equipment; as well as, but not limited to user satisfaction with Vendor performance. Information obtained shall be considered in the evaluation of the quote.

## 4.12 VENDOR'S REPRESENTATIONS

If Vendor's quote results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

## 4.13 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction

Each Vendor shall certify it is financially stable by completing the ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential performance issues from Contracting with a Vendor that is financially unstable. This Certification shall be deemed continuing, and from the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

## 4.14 AGENCY INSURANCE REQUIREMENTS MODIFICATION

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

Small Purchases

- Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00
- Contract value in excess of \$1,000,000.00

**4.15 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS**

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

- that they aquotee by the above restriction;
- that they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
- that such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit the CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and the OMB STANDARD FORM LLL when responding to this solicitation.

**5.0 PRODUCT SPECIFICATIONS**

**5.1 SPECIFICATIONS**

The specific items and any specifications that the Purchasing Agency is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Specifications.

**Category A - LEVEL 2 ELECTRIC VEHICLE SUPPLY EQUIPMENT**

Electrical Input	One Station (AC Voltage 208 / 240 V AC)			Two Stations (AC Voltage 208 / 240 V AC)		
	Input Current	Input Power Connection	Required Service Panel Breaker	Input Current	Input Power Connection	Required Service Panel Breaker
Standard	32 A	One 40 A branch circuit	40 A dual pole (non-GFCI type)	32 A X 2	Two independent 40 A branch circuits	40 A dual pole (non-GFCI type) x 2
Standard Power Share	n/a	n/a	n/a	32 A	One 40 A branch circuit	40 A dual pole (non-GFCI type)
Power Select 16 A	16 A	One 20 A branch circuit	20 A dual pole (non-GFCI type)	16 A x 2	Two independent 20 A branch circuits	20 A dual pole (non-GFCI type) x 2
Service Panel GFCI	Do not provide external GFCI as it may conflict with internal GFCI (CCID)					
Wiring – Standard	3 Wire – L1, L2 plus Earth (no neutral)			5-wire (L1, L1, L2, L2, Earth)		
Wiring – Power Share	n/a			3-wire (L1, L2, Earth)		
Station Power	2.5 W typical (standby), 4 W maximum (operation)			5 W typical (standby), 8 W maximum (operation)		
<b>Electrical Output</b>						
Standard	7.7 kW (240 V AC @ 32 A)					
<b>Functional Interfaces</b>						
Connector Type	SAE J1772™					
Cable Length – 1.8 m (6') Cable Management	5.4 m (18')					
Cable Length – 2.4 m (8') Cable Management	7.0 m (23')					
Overhead Cable Management System	Yes					
Card Reader	ISO 15693 and ISO 14443					
<b>Safety and Connectivity Features</b>						
Ground Fault Detection	20 mA CCID with auto retry					

Open Safety Ground Detection	Continuously monitors presence of safety (green wire) ground connection
Plug-Out Detection	Power terminated per SAE J1772™ specifications
Power Measurement Accuracy	+/- 2% from 2% to full scale (32 A)
Power Report/Store Interval	15 minute, aligned to hour
Local Area Network	2.4/5 GHz Wi-Fi (802.11 a/b/g/n)
Wide Area Network	3G GSM, 3G CDMA provided by the ChargePoint Gateway CPGWx
<b>Safety and Operational Ratings</b>	
Enclosure Ratings	Type 3R per UL 50E
Safety and Compliance	UL and C-UL listed product per UL2594, UL2231-1, UL2231-2. NEC Article 625 compliant UL and C-UL listed per UL916 Energy Management Equipment
Surge Protection	6 kV @ 3000 A. In geographic areas subject to frequent thunder storms, supplemental surge protection at the service panel is recommended.
EMC Compliance	FCC Part 15 Class B
Storage Temperature	-40°C to +60°C (-40°F to 140°F)
Operating Temperature	-30°C to +50°C (-22°F to 122°F)
Operating Humidity	Up to 85% @ +50°C (122°F) non-condensing
Non-Operating Humidity	Up to 95% @ +50°C (122°F) non-condensing
Maximum Charging Stations per 802.11 Radio Group	9 maximum. Each station must be located within 46 m (150') "line of sight" of a CPGWx gateway.
<b>Indicators</b>	
WiFi LED	Yes
Fault Indicator per UL	Yes
Status LED	Yes

## Category B - DC FAST CHARGE ELECTRIC VEHICLE SUPPLY EQUIPMENT

### Express Station

<b>Station Electrical Input</b>	
Input Rating	380–480 V AC, 3-phase, 105–80 A, 50/60 Hz
Wiring	4 conductors (L1, L2, L3, Ground)
<b>Station Electrical Output</b>	
Max Output Power	62.5 kW
Output Voltage, Charging	200 V – 1000 V DC
Max Output Current	156 A
Max Modules per Station	2
<b>Power Module</b>	
Max Output Power per Module	31.25 kW
Max Output Current per Module	78 A
<b>Station Functional Interfaces</b>	
Max Connector Types per Station	Up to 3 different connector types per station
Supported Connector Types	CHAdeMO, CCS1 (SAE J1772™ Combo), CCS2 (IEC 61851-23), GB/T (20234.3-2011 DtC)
Cord Length	3.8 m (12.5 ft)
Driver Interaction Display	Full-color 10-inch LCD display for driver interaction
Top Display	Full-color 20-inch LED display for notifications
Authentication	RFID: ISO 15693, ISO 14443, NFC Plug and Charge: IEC 15118-1 Remote: Mobile and in vehicle (if supported by vehicle)
<b>Measurement &amp; Connectivity Features</b>	
Power Measurement Accuracy	+/- 1% from 10% to full scale
Power Report/Store Interval	10 seconds
Local Area Network	2.4 GHz and 5 GHz WiFi (802.11 b/g/n)
Wide Area Network	3G GSM, 3G CDMA and LTE
<b>Energy Management Features</b>	
Dynamic Power Management	Allows a fixed maximum power output per station or lets the system dynamically manage the power distribution per station

Power Module Energy Balancing	Balances the number of hours of operation of each module and optimizes power module usage
Remote Energy Management	Supported through the ChargePoint Network API services
<b>Safety and Operational Ratings</b>	
Vehicle Safety Communication	CHAdeMO – JEVS G104 over CAN, CCS1 – SAE J1772 over PLC and CCS2 – IEC 61851-23
Plug-out Detection	Power terminated per JEVS G104 (CHAdeMO), SAE J2931 (CCS1) and IEC 61851-23 (CCS2) specification
Station Enclosure Rating	Type 3R, IP 44
Safety Compliance	For U.S., complies with UL 2202, UL 2231-1, UL 2231-2. For Europe, complies with: IEC 62196, IEC 61851, CE marking
Station Surge Protection	Tested to IEC 6100-4-5, Level 5 (6 kV @ 3000 A). In geographic areas subject to frequent thunder storms, supplemental surge protection at the service panel is recommended.
EMC Compliance	U.S.: FCC part 15 Class A; EU: EN55011, EN55022 and IEC61000-4
Power Conversion Efficiency	96%
Power Factor	0.99
Harmonics	iTHD < 7% (complies with IEEE 519 requirements)
Power Module Cooling	Liquid Cooling Technology
Operational Altitude	<3000 m (<9800 ft)
Operating Temperature	-30° C to 50° C (-22° F to 122° F)
Storage Temperature	-40° C to 50° C (-40° F to 122° F)
Operating Humidity	Up to 95% @ 50° C (122° F) non-condensing
<b>Generic Specifications</b>	
Station Dimensions	2230 mm x 712 mm x 420 mm (7 ft 4 in x 2 ft 4 in x 1 ft 4 in)
Station Weight (without Modules)	250 kg (551 lb)
Power Module Dimensions	760 mm x 430 mm x 130 mm (2 ft 6 in x 1 ft 5 in x 5 in)
Power Module Weight	38 kg (84 lb)

**Express Plus Station****Power Cube Electrical Input**

Input Rating	380–480 VAC, 3 phase, up to 800–640 A, 50/60 Hz
Wiring	5 conductors (L1, L2, L3, N, Ground)

**Power Cube Electrical Output**

Max Output Power	500 kW @ 400 V – 1000 V
Output Voltage	200 V – 1000 V DC
Max Output Current	1250 A
Number of Stations Served	Each cube can serve up to eight stations
Max Modules per Power Cube	16

**Station Electrical Output**

Max Output Power	400 kW
Output Voltage, Charging	200 V – 1000 V DC
Max Output Current	400 A
Max Modules per Station	2

**Power Module**

Max Output Power	31.25 kW
Max Output Current	78 A

**Station Functional Interfaces**

Max Connector Types per Station	Up to three different connector types per station
Supported Connector Types	CHAdeMO, CCS1 (SAE J1772™ Combo), CCS2 (IEC 61851-23), GB/T (20234.3-2011 DtC)
Cord Length	3.8 m (12.5 ft)
Driver Interaction Display	Full-color 10-inch LCD display for driver interaction
Top Display	Full-color 20-inch LED display for notification
Authentication	RFID: ISO 15693, ISO 14443, NFC Plug and Charge: IEC 15118-1 Remote: Mobile and in vehicle (if supported by vehicle)

**Measurement & Connectivity Features**

Power Measurement Accuracy	+/- 1% from 10% to full scale
Power Report/Store Interval	10 seconds
Driver Power Reporting	One second
Local Area Network	2.4 GHz and 5 GHz WiFi (802.11 b/g/n)
Wide Area Network	3G GSM, 3G CDMA and LTE

**Energy Management Features**

Dynamic Power Management	Allows a fixed maximum power output per station or lets the system dynamically manage the power distribution per station
Power Module Energy Balancing	Balances the number of hours of operation of each module and optimizes power module usage
Remote Energy Management	Supported through the ChargePoint Network API services

**Safety and Operational Ratings**

Vehicle Safety Communication	CHAdemo – JEVS G104 over CAN, CCS1 – SAE J1772 over PLC and CCS2 – IEC 61851-23
Plug-out Detection	Power terminated per JEVS G104 (CHAdemo), SAE J2931 (CCS1) and IEC 61851-23 (CCS2) specification
Power Cube Enclosure Rating	Type 3R, IP 44
Station Rating	Type 3R, IP 44
Safety Compliance	For U.S., complies with UL 2202, UL 2231-1, UL 2231-2. For Europe, complies with: IEC 62196, IEC 61851, CE marking
Power Cube and Station Surge Protection	Tested to IEC 6100-4-5, Level 5 (6 kV @ 3,000 A). In geographic areas subject to frequent thunder storms, supplemental surge protection at the service panel is recommended.
EMC Compliance	U.S.: FCC part 15 Class A; EU: EN55011, EN55022 & IEC61000-4
Power Conversion Efficiency	96%
Power Factor	0.99
Harmonics	iTHD < 7% (Complies with IEEE 519 Requirements)
Power Module Cooling	Liquid Cooling Technology
Power Cord Cooling	Liquid Cooling Technology (depending on configuration)
Operational Altitude	<2000 m (<6500 ft)
Operational High Altitude (Optional)	<4000 m (<13000 ft) (output power derating may apply)
Operating Temperature	-30° C to 50° C (-22° F to 122° F)
Storage Temperature	-40° C to 50° C (-40° F to 122° F)
Operating Humidity	Up to 95% @ 50° C (122° F) non-condensing

**Generic Specifications**

Power Cube Dimensions	1750 mm x 1750 mm x 1750 mm (5 ft 9 in x 5 ft 9 in x 5 ft 9 in)
Station Dimensions	2230 mm x 712 mm x 420 mm (7 ft 4 in x 2 ft 4 in x 1 ft 4 in)
Power Module Dimensions	760 mm x 430 mm x 130 mm (2 ft 6 in x 1 ft 5 in x 5 in)
Power Cube Weight (without modules)	750 kg (1,653 lb)
Station Weight (without modules)	250 kg (551 lb)
Power Module Weight	38 g (84 lb)

**Category 4 - Solar EV Charging Station Specifications**

General Specs	Freestanding Electric Vehicle Charger. Powered by Independent Solar Power Collection System. Charger designed to be self-supporting, without connection to existing power grid at any facility. Must be freestanding and not need modification of existing structure for installation. Unit must be able to be relocated depending on need. Must not exceed the size of one standard parking lot space.
Solar Array	Solar panel array mounted on the roof/canopy of unit.
Charging Ports	Minimum of One (1) and a Maximum of Four (4) Charging Ports on Charger. With Dynamic Load Management Type system to regulate charge amongst the number of vehicles connected at any one time.
Accessory Plug Ins	Minimum of two (2) GFCI 120V grounded plugs on unit for standard electrical charging

**Dynamic Load Management Systems Specifications**

General Specs	Dynamic Load Management System must be able to be installed in new construction and retrofitted to be installed in existing facilities(pending a review and assessment by the State Construction Office or other local authority for non-State facilities – including any permits required therein)
Management	<i>System must control the power management between currently installed and any future installations of EV Chargers. System will manage the power that is being provided from the existing grid so as not to overpower the existing system and also to manage the flow between individual chargers regulating the amount of voltage being used by each unit.</i>
Retrofit for Current Equipment	<i>System must be able to be connected to existing fleet of EV Chargers and Facilities.</i>

### 5.1.1 ASSET MANAGEMENT

1. Network must provide various options for remote management and access control.
2. Available reporting shall include status of station, support issues, operational status, charging status, driver usage, energy consumption, station utilization, revenue generated.
3. 24/7 dedicated customer service shall be provided for drivers.
4. Standard one (1) year parts warranty
5. Available parts and extended labor warranty for five (5) years
6. Available Service Level Agreement, with 98% uptime guarantee.
7. Graffiti and Tamper Resistant
8. Automatic Cable Retraction designed to prevent trip and fall hazard violations, and to keep cords and plugs in good condition is required.

### 5.1.2 OUTDATED EQUIPMENT TRADE-IN

Credit for swap outs shall be given to hardware that is outdated, no longer manufactured, or at end of life. Release of used equipment to be approved per North Carolina State Surplus.

1. Station swap out: Single Port to Dual Port: Removal of existing single port station and replacement with a dual port station, using existing wire and conduit, and existing circuits. Power Share card included. Does not include station or network services.
2. Station swap out: Dual Port to Dual Port: Removal of existing dual port station and replacement with a dual port station, using existing wire and conduit, and existing circuits. Power Share card included. Does not include station or network services.

### 5.1.3 ELECTRICAL INFRASTRUCTURE

Energy Management which reduces the need for service panel upgrades, additional conduit, and circuit size where necessary.

1. Power Share – ability to power two (2) J1772 ports with a single 30A circuit.
  - a. When a single vehicle is connected, it receives the full 30A power (6.24kW at 208V), and when two (2) vehicles are connected each vehicle receives 16A power (3.3kW at 208V).
2. Power Select – ability to permanently limit the output power (per port) to 24A, 20A, or 16A to reduce electrical infrastructure requirements. Must comply to UL standards.

### 5.1.4 FLEET CHARGING NETWORK

Track vehicle usage shall receive real-time information on fleet vehicles whenever they are plugged into a charging station. Track the location and station where your vehicles are charging, know when they are fully charged and view usage reports both by vehicle and by fleet.

Fleet Card Service: Fleet vehicles may need to charge on route. Allows drivers to pay for charging at public stations that require payment. All charging activities and fees are tracked, and entities can pay for charging through a purchase order and invoicing or, optionally, by credit card.

**5.1.5 SITE VALIDATIONS & EQUIPMENT COMMISSIONING**

If required, site validations and equipment commissioning shall be provided by the Vendor based on the equipment and services ordered.

**5.1.6 APPLICABLE STANDARDS**

All items submitted must meet the following Applicable Technical EVSE specifications, listing and testing such as:

**SAE Standards**

- q **SAE J1772** Electric Vehicle and Plug in Hybrid Electric Vehicle Conductive Charge Coupler
- q **SAE J2894** Power Quality Requirements for Plug-In Electric Vehicle Chargers
- q **SAE J2293** Energy Transfer System for Electric Vehicles
- q **SAE J2929** Electric and Hybrid Vehicle Propulsion Battery System Safety Standard – Lithium-based Rechargeable Cells
- q **SAE J2464** Electric and Hybrid Electric Vehicle Rechargeable Energy Storage System (RESS) Safety and Abuse Testing

**UL Listed/Tested**

- q **UL 2202** EV Charging System Equipment
- q **UL 2251** Standard for Plugs, Receptacles, and Couplers for Electric Vehicles
- q **UL 2231-1** and **UL 2231-2** Personnel Protection Systems for EV Supply Circuits
- q **UL Subject 2580** Batteries for Use In Electric Vehicles
- q **UL Subject 2594** EV Supply Equipment

**Disclaimer:** This list is not comprehensive, as other existing, updated and future industry standards, recommended practices, and regulatory requirements may apply.

**5.2 CERTIFICATION AND SAFETY LABELS**

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers’ Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

**5.4 DEVIATIONS**

The nature of all deviations from the Specifications listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to supply conforming goods. Deviations shall be explained in detail below or on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the North Carolina General Terms and Conditions in this section.

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**5.5 MANUALS**

Each unit shall come with two (2) operator’s and service manuals upon delivery at no additional charge to the end-user.

**5.6 TRAINING**

The successful Vendor shall provide a qualified representative to instruct the owners' operators in the proper operation, routine maintenance, safety, and service upon delivery for a minimum of (8) hours, if requested by the owner.

**6.0 CONTRACT ADMINISTRATION**

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes.

State Contract Administrator: [Bahaa Jizi](#)

State Contract Manager: [James Brown](#)

Note: In the event the State's Contract Administrator or Contract Manager changes, notification will be sent to the Vendor's Contract Manager and the Contract Synopsis on the DOA P&C website will be updated.

**6.1 CONTRACT MANAGER AND CUSTOMER SERVICE**

The Vendor shall provide a sufficient number of Customer Service employees who are knowledgeable and responsive to Authorized User needs and who can effectively service the Contract. Vendor shall also provide an Emergency Contact in the event of an emergency occurring after business hours or on weekend/holidays.

Vendor shall provide a dedicated Contract Manager to support the updating and management of the Contract on a timely basis. Information regarding the Contract Manager and Customer Service shall be provided herein. Vendor must notify the P&C Contract Administrator within five (5) Business Days if its Contract Manager, or Customer Service employees change, and provide an interim contact person until the position is filled. Changes shall be submitted electronically via e-mail to the Contract Administrator. Vendor shall provide information below:

<b>Contract Manager</b>	
Contact Name:	Schuyler Poukish
Contact Office Phone:	(518) 691 3119 x 1005
Contact Mobile Phone:	
Contact eMail:	spoukish@solution.energy

<b>Customer Service</b>	
Contact Name:	Cyenah Lawson
Contact Office Phone:	
Contact Mobile Phone:	
Contact eMail:	clawson@solution.energy

**6.2 POST AWARD MANAGEMENT REVIEW MEETINGS**

The Vendor, at the request of the State, shall be required to meet periodically with the Contract Lead for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

### 6.3 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consisting of various ideas to enhance business efficiencies will be discussed at the periodic Business Review Meetings.

### 6.4 INVOICES

Vendor shall invoice the Ordering Entity. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Authorized User with an invoice for each order. Invoices shall include detailed line-item information to allow Authorized User to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Authorized User's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

### 6.5 DISPUTE RESOLUTION

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by Vendor shall be submitted in writing to the State's Contract Lead for resolution. A claim by the State shall be submitted in writing to Vendor's Project Manager for resolution. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the period the parties are attempting to resolve any dispute, each shall proceed diligently to perform its respective duties and responsibilities under the Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under the Contract or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

### 6.6 ELECTRONIC PRODUCT CATALOG

If selected for contract award, the awarded Vendor hereby agrees to cooperate with the State and E-Procurement Services to develop a line-item catalog. At a minimum, the Vendor shall agree to the following:

- a) Vendor shall deliver a line-item catalog **within ten (10) calendar days of notice**. By providing a line-item catalog, the Vendor shall provide a list of its products/services and pricing within a specific template format to E-Procurement Services by sending the populated template to the Contract Lead via email at [eprourementdata@its.nc.gov](mailto:eprourementdata@its.nc.gov).

The State will confirm the accuracy of the electronic catalog before loading it into the E-Procurement system. In addition, the State may determine when the electronic catalog and any subsequent revisions "go live".

- b) The Vendor shall submit an updated electronic catalog from time to time or as requested by the State to maintain the most up-to-date version of its product/service offering under the statewide contract.
- c) The Vendor shall meet the following requirements:
  1. Include in the catalog the most current pricing, including all applicable administrative fees and or discounts, as well as the most up-to-date product/service offering the Vendor is authorized to provide in accordance with the statewide contract; and
  2. Maintain the accuracy of the catalog throughout the duration of the statewide contract; and
  3. Include in the catalog detailed product line-item descriptions; and
  4. Include in the catalog any additional content required by the State; and
  5. Limit the line-item catalog content to the Vendor's statewide contract offering
- d) The State shall control which statewide contracts appear in the E-Procurement System and may elect at any time to remove Vendor's offering from the E-Procurement System.

### 6.7 QUARTERLY REPORTS

The Vendor shall be required to provide quarterly Sales Management Reports, in the format of an Excel spreadsheet, to the designated Contract Administrator. Additional Ad Hoc reports will be required, as requested. The Quarterly Sales Management Report shall include, at a minimum:

1. Sales Report (total cost) by state entity, to include agencies, community colleges, universities, school systems, local government entities.
2. Sales Report (Detail) to include: Category, Items Purchased (Manufacturer), Item Description, Quantity, Unit of Measure, List Price, Contract Price, Ordering Entity, Delivery Location (City), Order Date, Shipment Date, Delivery Date for consumables, and delivery date for non-routine consumables and equipment.

**Quarterly Sales Management Reports shall be sent to [PCReports@doa.nc.gov](mailto:PCReports@doa.nc.gov) with the Contract Administrator copied at the following e-mail address [Bahaa Jizi](#)** Vendor shall include all issues identified by Vendor related to Vendor performance or to the State's usage of the Contract.

Each report shall be well organized and easy to read. Vendor shall submit these reports electronically using the [Vendor Quarterly Spend Data Report](#). The Vendor shall submit these reports electronically using Microsoft Excel and as needed, either Microsoft PowerPoint or Microsoft Word. Vendor shall submit the Quarterly Management Reports by:

**By October 15<sup>th</sup>:** Q1 Quarterly Management Report for July – September

**By January 15<sup>th</sup>:** Q2 Quarterly Management Report for October – December

**By April 15<sup>th</sup>:** Q3 Quarterly Management Report for January – March

**By July 15<sup>th</sup>:** Q4 Quarterly Management Report for April – June.

This schedule aligns with the State's fiscal year. If the Contract start date does not align with the start of a quarter, the initial Quarterly Management Report shall be for the period from the Contract start date to the end of the existing calendar quarter. Timely submission of all reports shall be a material term of this Contract and failure to do so shall constitute a default.

Additional related sales information and/or details on user purchases may be required by the State and must be supplied within thirty (30) days of any such request. A template for any such reports may be provided by the State, at its discretion.

## **6.8 BUSINESS REVIEW MEETINGS**

Business Review meetings shall be scheduled semi-annually, Business review meetings shall be presented by the Vendor and be inclusive of the following:

1. Spend overview (State Agency Spend) FY Comparison
  - a. Volume Discount
2. Product Cost Savings from MSRP
3. Product Accuracy Rate – Percent of equipment invoiced and shipped without post order correction
4. Complete Shipment Rate – Percent of orders filled in one (1) shipment
5. On Time Delivery Rate – Percent of orders delivered within contract delivery term
6. Challenges
7. Improvement Ideas

## **6.9 PRODUCT RECALL**

Vendor expressly assumes full responsibility for prompt notification to the NC Contract Administrator and state entity purchaser of any product recall in accordance with the applicable state or federal regulations. The Vendor shall support the State, as necessary, to promptly replace any such products, at no cost to the State.

## **6.10 CONTRACT CHANGES**

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor.

### **6.11 POST AWARD PRODUCT SUBSTITUTIONS, ADDITIONS & REMOVALS**

Post award product substitutions are not permitted without prior written approval from the Contract Specialist. Proposed substitutions shall be at the same or higher quality and at the same or lower price as the original item. Failure of the Vendor to comply with this requirement shall constitute sufficient cause to hold the Vendor in default or for removal from the contract.

The items included in this RFQ are expected to cover the State's needs for the term of the contract. In the case that the State's needs change over the term of the contract, the State reserves the right to add additional products to the contract that can be supplied by the awarded Vendor. The price for these added products will be mutually agreed to by the State and the Vendor but are assumed to be priced at a discount similar to what is being offered on the products listed in the RFQ.

### **6.12 PRICE ADJUSTMENTS**

**Prices proposed by the Vendor shall be firm against any increases for one (1) year from the effective date of the Contract.**

Percentage discounts modifications for any item(s) shall be submitted in writing to the Contract Administrator. Such requests shall include the reason(s) for the request and contain supporting documentation of the need based off the product/equipment documentation from the manufacturer. Price increases will be negotiated and agreed to by both the State and Vendor in advance of any price increase going into effect. The State is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the State at any time.

It is understood and agreed that orders will be invoiced at the Contract pricing in effect on the date an order is placed. Invoicing that fails to comport with this provision will subject the Contract to cancellation.

### **6.13 TAXES**

No taxes shall be included in any quote prices.

### **6.14 ATTACHMENTS**

All attachments to this RFQ are incorporated herein and shall be submitted by responding in the Sourcing Tool. These attachments can be found at the following Vendor Forms link for reference purposes only:

<https://ncadmin.nc.gov/documents/vendor-forms>

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