NC DOA
Department of Administration
Purchase & Contract

Statewide Term Contract 2613A – Electric Vehicle Charging Station Equipment, Accessories, Installation, and Infrastructure

Bid Number	DPC-586855572-FS
Contract Name	Electric Vehicle Charging Station Equipment, Accessories, Installation, and Infrastructure
Effective Dates	June 19, 2023 – June 18, 2026, with option to renew for two (2) separate one-year terms
Awarded Vendors, Contacts & Manufacturers	**Livingston Energy Group** Director of Government Solutions: Will DeRuve (518) 691-3119 Contract Manager: Schuyler Poukish (518) 691-3119 x 1005 Manufacturers: • Livingston Energy Group • Tritium **National Car Charging LLC** Jim Burness Cell (303) 437-4947 | Office (866) 996-6387 x700 Manufacturers: • Charge Point • Juicebar • Kempower **Nova CHARGE Inc.** William Rigsby Cell (813) 333-1119 | Office (813) 333-1119 x7007 Manufacturers: • BTC Power • ABB • Nova CHARGE **Noodoe Inc.** Justin Goodwin Cell (954) 536-9973 | Office (954) 536-9973 Manufacturers: • Zerova • LiteOn **Pine Shore Energy LLC** Dave Thompson (828) 553-6257 Manufacturers: • Efacec • Atom Power • Enphase - ClipperCreek • Tesla & AppCTRL • BorgWarner Rhombus • PowerStore-GMI **ZEF Energy Inc.** Megan Hoye Cell (612) 205-0922 | Office (612) 688-4596 Manufacturers: • ZEFNET

	• Kempower • ABB • Tritium 1.

Contract Covers	This contract covers:
	• Electric Vehicle Charging Stations
	  ○ Level II
	  ○ DC Fast Charge
	• Networking
	• Asset Management
	• Outdated Equipment Trade-In
	• Fleet Charging Network
	• Additional Equipment, Accessories & Services
	• Future EVSE Technology
	• Installation
	• Infrastructure
	• Dynamic Load Management System

Mandatory Contract	This is a mandatory statewide term contract for state agencies, departments, institutions, universities, and community colleges - unless exempted by North Carolina general statute. Additionally, non-mandatory entities, including schools and local governments, that are allowed by general statute may use this contract.
Agency Responsibilities / Agency Participation	**Site Preparation** The State shall meet the following site preparation requirements before any equipment can be delivered on site for installation. THE STATE MUST SUBMIT PLANS BY A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF NORTH CAROLINA TO THE STATE CONSTRUCTION OFFICE 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. THIS WILL 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. 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. GENERAL STATUTE 143-341(3). • 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. The state shall also notify the building owner in writing.

- New or remodeled construction must be completed and signed off by the state and the building owner. All construction personnel shall be cleared from the site, including such personnel as painters, carpenters, plumbers, electricians, and detailers.
- 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.
  - Any installation or site preparation beyond the normal scope of work required by this contract.
  - Additional site plan documents needed beyond the normal scope of work.
  - The 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 the contract.

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.

Site Visit

The following requirements apply to the site visit:

- The state shall contact the 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.
- The date and time of the site visit shall not exceed seven (7) working days after the state initiates the call.
- The state shall make every effort to have site plans or blueprints available at time of site visit.
- Vendor's representative or installation partner shall visit the site of the proposed work to familiarize themselves with 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.

- 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, 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.
- The 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 to allow outside review, if required for determining vendor's compliance.
- Installation shall be accomplished during the state business hours of 8:00 a.m. to 5:00 p.m. However, with the agreement of both parties, installation may be accomplished at night and/or on weekends.
- A vendor's quote shall be delivered to the state no later than seven (7) working days after the site visit.
- Any installation requiring more or less equipment, materials or labor than originally determined for an installation area shall be subject to pre-approval by the state.
- 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.
- 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.

Purchase Order Preparation

The state shall specify the following on the purchase order to the vendor:

- Approval from the State Construction Office for state-owned facilities.
- Contract number.
- Installation method required.
- Vendor, style, color name and order numbers for all equipment and materials required.
- Any additive or deductive options required, as shown on quotation form from vendor. It shall be shown both by item price and description.
- 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.
- The name and telephone number of the state agency's representative at the installation site.

A copy of the approved site plan and quotation form from vendor shall accompany each purchase order issued under this contract.

Equipment Installation

Basic Installation shall include:

- Travel time/labor for travel up to 150 miles from vendor's office.
- Permitting for work performed.
- 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).
- 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).
- 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).
- Installation of up to 20 ft. of PVC conduit and wire (in applications where underground conduit runs are necessary/required).
- Supply and installation of all necessary junction boxes, fittings and connectors, and all other items/materials required for proper and code-compliant installation. (This 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.)
- Installation of EV charging unit

Additional Requirements

The state and vendor's representative or installation partner shall agree upon an installation date and time.

- 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.

- The vendor's representative or installation partner shall notify the state upon receipt of equipment and arrange for installation.
- 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 installation materials.
- The vendor's representative or installation partner shall be responsible for removing existing equipment or other designated fixtures in the installation 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.
- The 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.
- The vendor's representatives and installation partners and their staff shall always have a form of identification from vendor on their person while on the job site.
- 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.
- The 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.
- 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 the state's dumpsters will not be allowed.
- The state assumes it will purchase totally functional systems including cables, connectors and any additional hardware required for operation of the systems.

	• The vendor's representatives and/or installation partners shall correct any deficiencies in the equipment prior to acceptance by the state. • 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. • A vendor's guide to cleaning and maintenance of equipment and all warranty documents shall be provided to the state upon completion of the job. • 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. • After the job has been completed, the vendor's representative or installation partner shall follow all state QA inspection procedures. • At the conclusion of the inspection, the vendor shall demonstrate to the authorized owner's 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. • 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, 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.
Delivery Information / Transportation Charges	The vendor will deliver, **FOB Destination**, all equipment after receipt of purchase order as referenced below: • Livingston Energy Group 120 days • Pine Shore Energy 120 days • National Car Charging 120 days • Noodoe Inc. 120 days • Prep Power 60 days • ZEF Energy Inc. 120 days
Warranty	The manufacturer's standard warranty shall apply and shall begin from the date the product is put into operation, unless otherwise stated. Vendors shall include a copy of the manufacturer's standard warranty with the quoted response.

QA Inspections	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 ARE ACCEPTED.
Loaded into E-Procurement	Line-item catalogs are in the process of being loaded into E-Procurement.
E-Procurement Help Desk	(888) 211-7440
Contract Manager	Myra Welch (984) 236-0242
Contract Attachments	Executed contracts: • Livingston Energy Group • National Car Charging LLC • Nova CHARGE Inc. • Noodoe Inc. • Pine Shore Energy LLC • ZEF Energy Inc.