

Group 40404 – Award 23251
Electric Vehicle Supply Equipment and Network Services

HOW TO USE THE CONTRACTS

March 19, 2024

SCOPE

This Award includes contracts that provide Authorized Users with the ability to purchase:

- A. **Electric Vehicle Supply Equipment (EVSE):** Network and non-network electric vehicle charging station hardware (including, but not limited to, Level 1, Level 2, and Level 3 DC Fast Charge). and related site assessment and preparation, installation, maintenance, repair, parts and supplies, warranties and product training; and
- B. **Network Services:** Service related to the management of EVSE, including but not limited to, monitoring, reporting, billing, support and training services, integration of data with third-party fleet and building management systems, and other software and/or technology directly related to EVSE.

The following Products and services are excluded from the scope of this Award:

- A. Leasing of EVSE.

PROCUREMENT INSTRUCTIONS

Authorized Users should follow the following procurement instructions when purchasing from the Contracts.

- A. Request for quotes should go to all Contractors that meet form, function, and utility.
- B. When utilizing the Contract(s), the Authorized User should be familiar with and follow the terms and conditions governing its use. The Authorized User is accountable and responsible for compliance with the requirements of public procurement processes. The Authorized User, when purchasing from OGS contracts, should hold the Contractor accountable for Contract compliance and meeting the Contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, Authorized Users are encouraged to seek improved pricing whenever possible. Authorized Users have the responsibility to document purchases which should include:
 - A statement of need and associated requirements;
 - Obtaining all necessary prior approvals;
 - A summary of the Contract alternatives considered for the purchase; and
 - The reason(s) supporting the resulting purchase (e.g., show that basis for the selection among multiple Contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).
- C. The Contracts were issued under a multiple award structure. Pursuant to State Finance Law § 163(10)(c), at the time of purchase, Authorized Users must base their selection among multiple Contracts upon which is the most practical and economical alternative that is in the best interests of the State. Awarded Contractors' Product offerings, Contract and pricing information are posted to the OGS website at <https://online.ogs.ny.gov/purchase/spg/awards/4040423251CAN.HTM>. The Authorized User shall review the Contract pricelists, and shall procure Products that best meet their form, function, and utility requirements.

- D. The Contracts are “Piggybacks” of Master Contracts established by Sourcewell, a service cooperative created by the State of Minnesota (<https://www.sourcewell-mn.gov/>). The terms and conditions of the OGS Contracts shall supersede any conflicting terms and conditions set forth in the Master Contracts.
- E. Purchase of EVSE and/or Network Services may include entering into an Authorized User Agreement with the Contractor. An Authorized User Agreement cannot be used by the Contractor to supersede any terms and conditions set forth in the OGS Contract, unless such terms and conditions are more advantageous to the Authorized User. The State has not reviewed any additional terms and conditions that may be included with EVSE or Network Services; accordingly, the Authorized User is obligated to review and make an independent determination, with the advice of legal counsel as necessary, before agreeing to any additional terms and conditions in an Authorized User Agreement.

PRICE AND DISCOUNT

Pricelists for the Contracts are linked from the Contractor Information page for Award 23251 on the OGS website at <https://online.ogs.ny.gov/purchase/spg/awards/4040423251CAN.HTM>.

- A. MINIMUM ORDER. There are no minimum order quantities under the Contracts
- B. PRICE AND DISCOUNTS. Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State as designated by the ordering Authorized User.

In the alternative, shipping costs from the shipping point may be added to invoice for the product, with a copy of the freight bill. Shipping costs are to be prepaid by Contractor and such orders are to be shipped on an F.O.B. destination basis. Contractor shall provide the Authorized User with an estimate of shipping charges prior to placement of an order. All such orders shall be shipped by the most economical method for the proper delivery of the product unless special instructions are stated on the Purchase Order by the Authorized User.

Any prompt payment terms, (cash discounts) or quantity (volume) discounts which are included in the Master Contract will also be included in the OGS Contracts.

- C. "OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT. Purchases of the commodities included in the Contracts are subject to the "OGS or Less" provisions of State Finance Law §163(3)(a)(v). This means that State agencies can purchase products from sources other than the Contractor provided that such products are substantially similar in form, function or utility to the commodities herein and are:
- 1) lower in price
and/or-
 - 2) available under terms that are more economically efficient to the State agency (e.g. delivery terms, warranty terms, etc.).

State agencies are reminded that the Contractor must be provided an opportunity to match the non-contract savings at least two Business Days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Comptroller's Office and competitive bidding of requirements exceeding the discretionary bid limit.

PREVAILING WAGE RATES - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS

Work being done under a resulting Authorized User Agreement may be subject to the prevailing wage rate provisions of the New York State Labor Law. Such work will be identified by the Authorized User on the Purchase Order. See Appendix B, §7, *Prevailing Wage Rates – Public Works and Building Services Contracts*. Any federal or State determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful" may be grounds for a determination of vendor non-responsibility and rejection of proposal.

The Prevailing Wage Case Number for this Contract is PRC# 2022012938.

The Prevailing Wage Rates for various occupations and General Provisions of Laws Covering Workers on Article 8 Public Work Contract can be accessed at the following NYS Department of Labor website:
<https://apps.labor.ny.gov/wpp/showSearchWageSchedulePublic.do?method=showI>

- Insert PRC# 2022012938 in the box provided and click Submit.
- Click Wage Schedule located underneath the main header of this page. The PDF file may be searched to obtain the Prevailing Wage Rate for a specific occupation.

It is not the intent of this Contract to perform the erection, construction, or complete reconstruction of buildings, parking structures, or surface parking lots. By “buildings” and “structures” OGS is strictly referring to the physical super structure/shell of a building or parking structure (e.g., foundation, structural walls/columns, bearing walls, floors, and roofing), that is generally provided by a general contractor. OGS understands that the installation, integration, or maintenance of the EVSE which fits the scope of this Contract may include work which may incidentally affect the existing building, parking structure, or surface parking lot (e.g., core drilling through a building wall to install wire). Such work may be provided under the Contract, provided that the work is directly tied to the provision of the EVSE which fits the scope of this Contract. Any questions regarding the acceptability of any work to be performed under this Contract should be directed to the OGS Contract Administrator.

PURCHASE ORDERS

Purchase Orders shall be effective and binding upon Contractor when placed in the mail or electronically transmitted during this Piggyback Contract period addressed to the Contractor or their Authorized Dealer at the address for receipt of orders designated in the Master Contract or Contract Award Notification. Any discrepancies between the terms stated on the Contractor’s order form, confirmation or acknowledgment, and the Piggyback Contract terms shall be resolved in favor of the terms most favorable to the Authorized User. If an Authorized User of the Piggyback Contract adds Written terms and conditions to the Purchase Order that conflict with the terms and conditions of the Piggyback Contract, the Contractor may reject the Purchase Order within five (5) Business Days of its receipt or fulfill the Purchase Order. Prior to rejection of any additional terms and conditions to the Purchase Order, the Contractor has an obligation to attempt to negotiate the additional Written terms and conditions in good faith with the Authorized User. For more details on these provisions, See Appendix B, §30, *Purchase Orders*.

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "*Participation in Centralized Contracts*" in Appendix B, *OGS General Specifications*.

Upon request, all eligible non-State agencies must furnish the Contractor with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. Questions regarding an organization's eligibility to purchase from New York State contracts may also be directed to OGS Customer Services at 518-474-6717 or at customer.services@ogs.ny.gov.

POOR PERFORMANCE

Authorized Users should notify OGS Procurement Services promptly if the Contractor fails to meet the requirements of this contract. Performance which does not comply with requirements or is otherwise unsatisfactory to the Authorized User should also be reported to Procurement Services:

Office of General Services
New York State Procurement
Customer Services Coordination
38th Floor Corning Tower
Empire State Plaza
Albany, NY 12242

Tel: 518-474-6717
E-mail: customer.services@ogs.ny.gov