



Solicitation Information

**RFP # 7549673 Master Price Agreement -509**

**Title: Furnish and Install Electric Vehicle Supply Equipment at State, Municipal and Quasi-Public Agencies and State Colleges and Universities**

**Submission Deadline: Wednesday July 15, 2015, 11:00 AM (Eastern Time)**

**Pre-Bid conference: No**

Questions concerning this solicitation may be addressed to [thomas.bovis@purchasing.ri.gov](mailto:thomas.bovis@purchasing.ri.gov) by 6/29/2015 at 4 pm. Questions should be submitted in a *Microsoft Word attachment*. Please reference RFP # on all correspondence. Questions received, if any, will be answered and posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

**SURETY REQUIRED: No**

**BOND REQUIRED: No**

**Thomas Bovis**

**Interdepartmental Project Manager**

Applicants must register on-line at the State Purchasing Website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)

**Note to Applicants:**

Offers received without the entire completed RIVIP Generated Bidder Certification Form attached may result in disqualification.

**THIS PAGE IS NOT A BIDDER CERTIFICATION FORM**

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## SECTION 1 – INTRODUCTION

The Rhode Island Department of Administration (Department), Division of Purchases (Division), on behalf of the Office of Energy Resources (OER), is soliciting proposals from qualified vendors to provide turnkey operators (equipment and services) of Electric Vehicle Supply Equipment (EVSE) under a Master Price Agreement (MPA) with the State. This Request for Proposal (RFP) provides the requirements for this service. The MPA will establish qualified vendors for use by state, municipal and quasi-public agencies and state colleges and universities (Entity).

Plug-in electric vehicle (EV) standards have established three distinct levels of charging as shown in the table below. Vendors responding to this RFP are required to provide EVSE options capable of one or more of these charge methods.

Charge Method	Supply Voltage	Branch Circuit Breaker Rating (Amps)	Approximate Charging Power
<b>AC Level 1</b>	120 VAC, 1-phase	20 A	1.9 kW
<b>AC Level 2</b>	208 to 240 VAC	40-80 A	3.3 -7.7 kW for most EVs
<b>DC Fast Charging</b>	208 to 480 VAC	Up to 200 A	25-50 kW for most EVs

An MPA is an agreement between the State and a qualified vendor(s) to provide services and/or goods in the future. This MPA may be awarded to one (1) or more qualified firms at the sole discretion of the State. There is no guarantee of any level of purchasing activity on behalf of the State to any vendor or vendors listed on the MPA.

Firms will be ranked in the master qualifying list according to their technical evaluation.

As with any MPA, user agencies shall be required to obtain quotes from at least three (3) MPA vendors for a lump sum, fixed-fee price for a specific project. Vendors are required to provide a quote for each discrete project requested by user agencies. The Division of Purchases has the authority to remove vendors from the MPA list if non-responsive to agency requests for quotes. There is no guarantee of any level of spending activity to a vendor or vendors selected for this MPA.

MPA vendors may be utilized by any Entity. Placement of vendors on the MPA is no guarantee of future business. All ordering and billing shall be between the vendor and the user entity. Services are sought on an “as-needed” basis.

This solicitation and subsequent award, is governed by the State’s General Conditions of Purchase, which are available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). To access the State’s General Conditions of Purchase, enter the website, click on “RIVIP”, then click on “General Information,” then click on “Rules and Regulations.”

Once the Rules and Regulations are displayed, scroll to the bottom of the page and double click on “Appendix A,” which contains the State’s General Conditions of Purchase.

**Award of an MPA price agreement shall not be considered as a guarantee of a vendor being selected by user agencies, nor a commitment by the Division of Purchases that a vendor will receive business from the State, or its subdivisions.**

## **SECTION 2 –NOTIFICATIONS TO OFFERERS**

Offerors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.

All costs associated with developing or submitting a proposal in response to this RFP, or to provide oral or written clarification, of its content shall be borne by the offeror. The State assumes no responsibility for these costs.

Proposals are considered to be irrevocable for a period of not less than ninety (90) days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.

Proposals misdirected to other State locations or which are otherwise not present in the Division of Purchases at the time of opening for any cause will be determined to be late and will not be considered. **PROPOSALS EMAILED OR FAXED TO THE DIVISION OF PURCHASES WILL NOT BE CONSIDERED.** For the purposes of this requirement, the official time and date shall be the time clock in the reception area of the Division of Purchases.

It is intended that an award pursuant to this Request for Proposals will be made to prime contractor(s) who will assume responsibility for all aspects of the work. Joint ventures shall be considered, so long as the contractor’s duties and responsibilities are clearly articulated in such form as acceptable to the State. Subcontractors are permitted, provided their use is clearly indicated in the offeror proposal and the subcontractor(s) to be used are identified in the proposal.

All proposals should include the vendor’s FEIN or Social Security number as evidenced by a W9, downloadable from the Division’s website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

In accordance with Title 7, Chapter 1.2 of the General Laws of Rhode Island, no foreign corporation, a corporation without a Rhode Island business address, shall have the right to transact business in the state until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401) 222-3040. This is a requirement only of the successful vendor(s).

Bidders are advised that all materials submitted to the State for consideration in response to this request may be considered public records, as defined in Title 38 Chapter 2 of the Rhode Island General Laws, without exception, and may be released for inspection immediately upon request, once an award has been made.

This is a Request for Proposal (RFP), not an Invitation for Bid.

There will be no public opening and reading of responses received pursuant to this RFP, other than to name those vendors who have submitted responses.

**Inclusion as a Participating Vendor is not a guarantee that the vendor will be selected for work during the contract period. Vendor selection will be based on need, in addition to vendor qualifications, pricing and availability.**

The State has a goal of ten percent (10%) participation by MBE's in all State procurements. For further information, visit the website [www.mbe.ri.gov](http://www.mbe.ri.gov). To speak with an MBE officer, call (401) 574-8253.

**Equal Employment Opportunity (RIGL 28-5.1) §28-5.1-1 Declaration of policy.** – (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies in all areas where the state dollar is spent, in employment, public service, grants and financial assistance, and in state licensing and regulation. For further information, contact the Rhode Island Equal Employment Opportunity Office, at 222-3090.

Interested parties are instructed to peruse the Division of Purchases' website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.

### **Insurance Requirements**

**Vendors shall procure at their expense and maintain all insurance required in form and terms acceptable to State for the duration of the contract or as otherwise specified.** Vendor shall provide State with replacement Certificate(s) and endorsements upon expiration, renewal, expiration or cancellation of the policies during the term of the contract, unless a longer period is specified. All certificates and endorsements shall reference the solicitation.

- A. **Commercial General Liability Insurance:** Commercial General Liability Insurance covering bodily injury broad form property damage, personal and advertising injury, independent contractors, products completed operations, and contractual coverage. Coverage shall be written on an occurrence basis and shall extend to an agent, independent contractor, temporary worker and a leased worker. A combined single limit of \$1,000,000 per occurrence and aggregate is required.
- B. **Auto Liability Insurance:** Auto Liability Insurance covering all owned, non-owned, or hired vehicles. A combined single limit occurrence of \$1,000,000 will be obtained.
- C. **Workers Compensation:** Workers Compensation coverage in compliance with the workers' compensation laws of the State. Coverage shall include Employers Liability Insurance with minimum limits of \$500,000 each accident, \$500,000 disease or policy limit, \$500,000 each employee.
- D. **Alternative Employer Endorsement** shall be required for both the workers compensation and employers liability policy.
- E. Independent contractors who bid directly as a vendor without workers compensation insurance, must complete a Notice of Designation as an Independent Contractor Pursuant to RI General Law 28-29-17.1.

- F. **Professional Liability Insurance:** Coverage to include Errors or Omissions, Product Failure, Security Failure, Professional Liability and Personal Injury. Contractor will obtain Professional Liability Insurance with minimum limits of \$1,000,000 per occurrence and aggregate.
- G. **The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above.** The duty to indemnify the State under this agreement shall not be limited by the insurance required in this section or in any way limit the Contractor's liability.
- H. The Commercial General Liability Insurance, Auto Liability Insurance and the Professional Liability Insurance shall include the State, agencies, officers and employees as Additional Insured but only with respect to the Contractor's activities under the contract.

The insurance required through a policy or endorsement shall include:

- A waiver of subrogation waving any right to recovery the insurance company may have against the State, its agencies, officers and employees.
- A provision that Contractor's insurance coverage shall be primary to any insurance, self-insurance or self-insured retention maintained by the State, its agencies, officers and employees. Any insurance, self-insurance or self-insured retention maintained by the State, its agencies, officers and employees shall be in excess of the Contractor's insurance and shall not contribute.
- There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal without 30 days written notice from the Contractor or its insurer(s) to the Department of Administration, Division of Information Technology and to the Purchasing Agent. Any failure to comply with the reporting provisions of this clause shall be grounds for immediate termination of this contract.
- Insurance coverage required under the contract shall be obtained from insurance companies acceptable to the Purchasing Agent.
- The Contractor shall pay all deductibles, self-insured retentions and/or self-insurance included hereunder.
- The Contractor shall disclose to the State the amount of any deductible, self-insured retention and/or self-insurance. The State reserves the right to reject any such insurance as not complying based on the amount of the deductible, self-insured retention and/or self-insurance.
- The Purchasing Agent reserves the right to consider and accept alternative forms and plans of insurance or to require additional or more extensive coverage for any individual requirement.

## SECTION 3 – EQUIPMENT SPECIFICATIONS

### A. MANDATORY EVSE SPECIFICATIONS

1. **Power:** Level 1 and Level 2 EVSE must conform to SAE J1772 Connector and Inlet vehicle charging with an eighteen (18) foot cable (minimum length). DC Fast Charging EVSE shall be compliant with either CHAdeMO or SAE Combined Charging System specifications, with preference for equipment that has both types of port connectors available in a single unit. The EVSE must be equipped with leakage and ground current monitors with interruption capabilities. The vehicle charger must communicate with all plug-in EVs to identify circuit rating and adjust the charge to the battery; provide a connection interlock, charge circuit interrupt, and automatic de-energizing when necessary.
2. **Certifications and Standards:** The EVSE must be certified by a Nationally Recognized Testing Lab, such as Underwriters Laboratories, to meet applicable standards, including:
  - Current edition of the National Electric Code (Article 625) and related articles and tables
  - SAE J1772 “SAE Electrical Vehicle Conductive Charge Coupler”
  - UL Subject 2594, UL 2202, UL2231-1., UL2231-2, and UL 2251 or equivalent
  - JEVS G105-1993 for CHAdeMO DC Fast Charge EVSE
  - All other required local, state, and/or federal electrical and electrical safety codes or standards not otherwise listed in this document.

If certification is not yet acquired, a timeline for receiving a certification must be submitted in the vendor’s response that would allow the unit to receive certification prior to signing a contract. The equipment will also need to comply with applicable sections of the Rhode Island State Building Code, SBC-5 State Electrical Code.

As codes and standards evolve, the EVSE vendor must agree to upgrade the existing systems if needed. The EVSE vendor shall be responsible for monitoring codes and standards and notifying the Entity when changes affect the EVSEs selected through this procurement.

3. **Physical Appearances and Design:** The EVSE pedestals must be a minimum of four (4) feet in height and provide adequate visibility for EVSE users. Consideration should be made for how the EVSE will be used in conjunction with bollards to protect the unit if it is not out of the way of traffic. The EVSE must be able to be accessed by disabled persons. General guidance is available in the American with Disabilities Act (ADA).
4. **Advertising:** The EVSE must provide a minimum 6 inch square area for a decal (to be provided by the Entity) on the front of the enclosure. Advertising (for example to help defray installation or operational costs) may be authorized by purchasers through separate contract conditions.
5. **Identification Plate:** An identification nameplate shall be mounted on the EVSE housing bearing the manufacturers name, model and serial number, electrical rating (voltage and current).
6. **Printed Circuit Boards:** Printed circuit boards must be coated with silicon, acrylic, or equivalent conformal coating for protecting the electronics circuits from the environment.

7. **Security:** The EVSE must utilize tamper-resistant screws and design. The EVSE must also have an anti-theft locking device or similar loss prevention measures.
8. **EVSE Enclosure:** The EVSE enclosure must be constructed for use outdoors in accordance with UL 50, Standard for Enclosures for Electrical Equipment, NEMA Type 3R or equivalent. For pedestal systems, UL 50 Type 4X housing must be used.
9. **Environmental:** The EVSE must be capable of operating without any decrease in performance over an ambient temperature range of minus 22 to 122 degrees Fahrenheit with a relative humidity of up to 95 percent.
10. **Capacity:** The EVSE must be capable of serving a minimum of one EV. Bidders should also supply information on the capability to serve multiple EVs at the same time from one unit. The bidder must document that an installed EVSE device will be available for use by any member of the public to charge a plug-in vehicle. For example, if the vendor's equipment uses a subscriptions-for-use payment system, the vendor must demonstrate that non-subscribers can also use the system.
11. **Cord Management System:** The EVSE must incorporate a cord management system or method to eliminate potential for cable entanglement, user injury or connector damage from lying on the ground.
12. **EVSE Reset:** EVSE must include manual, automatic or remote reset capabilities with instructions on the EVSE to enable the reset of the EVSE in the event of an over current or leakage/ground current interruption. The bidder should describe in application how the reset of the EVSE in the event of an over current or leakage/ground current interruption. The bidder should describe in application how the reset will occur (for example, after power returns from a power failure) and how users will know what to do.
13. **Interoperability and Capability Testing:** The EVSE must provide evidence that it can operate with all EV makes and models equipped with the appropriate inlet ports for the proposed EVSE, including all electric and plug-in hybrid vehicles with SAE J1772, SAE J1772 Combined Charging System and/or CHAdeMO connectors. Vendor shall provide documentation of any compatibility testing the EVSE has undergone. The purpose of such testing is to investigate and document the successful charging performance between vendor's EVSE and EVs coming to market in 2015 and beyond. Compatibility testing may be performed by automaker, vendor or other testing agencies. In addition, if an EVSE model that is provided under any contract issued as a result of this procurement is demonstrated (by the contracting entity) to be incompatible with any 2015 model year plug-in vehicle, vendor shall be required to assume full responsibility for retrofitting to become compatible with such vehicles.
14. **Warranty:** The Company must provide a minimum three (3) year warranty on both parts and labor on the models specified in the proposal.
15. **Turnkey Services:** Defined as one entity or partnership that manufactures, supplies, and provides for the site preparation, including signage and pavement markings, EVSE installation and maintenance by a licensed Rhode Island electrician and continued support services. The Vendor shall provide all necessary licenses, permits, certifications, approvals and authorizations necessary to furnish and install the EVSE. Maintenance and repair service should be available at all times. If 24/7 service is not provided, describe how the vendor will assure problem resolution within two (2) days.

## **B. ADDITIONAL DESIRED FEATURES AND SERVICES (NOT REQUIRED):**

1. **Networking:** Capabilities of any networking system should be described in clear terms in the narrative section of the application, including the connecting technology (e.g. CDMA, 802.11, wired Ethernet), any ongoing fees, remote diagnostics, compliance with the Open Charge Point Protocol (OCPP), access control for EVSE users, data security systems and any available payment mechanisms.
2. **Data collection:** It is highly desirable that the EVSE be able to collect data on hours of use, electricity consumed and number of users that is either available to be securely transmitted or that is able to be collected directly from the EVSE devices. This information must be shared upon request or as contracted with eligible entries.
3. **Operator Display:** The EVSE should have a visible means (unit light preferably LED display) of indicating that charging is in progress or if there is a fault or error. Systems capable of accepting a payment for charging should provide information to users on any applicable fees through an on-screen display or other similar capability.
4. **Smart Grid Integration:** Bidders are encouraged to include in their bids information and pricing for optional equipment in the EVSE to connect to utility based AMI networks or other systems. The purpose of such smart charging integration is to minimize impacts to the power supply system and/or take advantage of energy price incentives.
5. **Renewable Energy Integration:** It is highly desirable to provide the cleanest energy source to power charging stations. Information and costs of solar canopy powered stations or other renewable sources of energy may be submitted.
6. **Physical Design in Coastal Environments:** It is desirable that a UL 50 Type 4X housing be used for installations of any type EVSE within 1 mile from the coast of Rhode Island.
7. **Testing Equipment:** Bidders are encouraged to provide information on available testing equipment to provide troubleshooting, simulation, and diagnostic capabilities for EVSEs. Such testing equipment could be used on site at homes as well as commercial and public locations to perform a number of EVSE testing and troubleshooting functions including the following:
  - Simulate a vehicle drawing power from EVSE
  - Simulate the J1772 (SAE standard) charging sequence
  - Confirm functionality of a newly installed EVSE
  - Confirm EVSE functionality during inspection
  - Perform diagnostics to determine fault sources (charging dock, vehicle or utility)

## **SECTION 4 - ELIGIBILITY, PERFORMANCE & CONTRACT SPECIFICATIONS**

### **A. ELIGIBLE ENTITIES**

1. **Single Entities and Partnerships:** A single entity should be named as the Lead Bidder if multiple entities apply.
2. **Experience:** The OER seeks experienced and established companies with proven relevant commercial installation/service track record to bid on the RFP. Technical expertise is required and must be documented in the narrative of the application.
3. **Staffing:** The bidder must have management and personnel sufficient in number, availability and qualifications to address issues and provide EVSE service and warranty work as may be needed.
4. **References:** Bidder must provide favorable references from clients for projects that demonstrate the ability of the bidder to meet the required features. References from at least three (3) sources must be submitted. Work with public sector entities should be described and references from a public sector entity are preferred.
5. **Technical Specifications:** Bidder must demonstrate that it can meet the Equipment Specifications in SECTION 3.

### **B. PERFORMANCE and CONTRACT REQUIREMENTS**

1. **Service Specifications:** After the warranty period, the bidder must describe intended service plan for installed units including process to obtain services and costs.
2. **Warranty and Technical Support:** Bidder shall provide manufacturers warranties or guaranties on all EVSE for a minimum period of three years. The warranty must recite that it is enforceable by the Authorized Purchaser. The warranty must commence on the date of acceptance by the Authorized Purchaser.
  - a) Vendor shall provide a warranty that includes repair or replacement of EVSE as necessary to correct any defects or failures. The warranty must include all materials, equipment, tools, labor and incidentals necessary to complete such repairs or replacements.
  - b) Vendor shall acknowledge the Authorized Purchaser's warranty requests within one (1) Business Day from the time the Authorized Purchaser makes initial contact
  - c) Upon request of the Authorized Purchaser, Vendor shall initiate on site repair or replacement services and have the EVSE repaired or replaced within five (5) Business Days from Vendors acknowledgement of request.
3. **Documentation of Use:** Upon implementation or on the first delivery of each type of EVSE to an authorized Purchaser, Vendor shall provide a CD-ROM, DVD or USB containing documentation for the EVSE that provides instructions on how to install, operate and maintain the EVSE. The electronic format of the documentation must be Adobe Acrobat PDF or Microsoft Word and shall be written clearly and concisely that is easy for the public to understand. Vendor shall allow Authorized

Purchasers to post the documentation on their intranet or internet website. Vendor shall notify Authorized Purchasers when documentation updates are published and provide updates free of charge to Authorized Purchasers upon request.

4. **Technical Support:** Vendor shall provide customer support service (telephone or e-mail) to address problems faced by Authorized Purchasers during the warranty period that, at a minimum, is available during normal business hours (8:00 AM – 5:00 PM Eastern Standard Time) and also beyond the warranty period that allows Authorized Purchasers to request and troubleshoot technical problems with Vendor’s technicians.
5. **Training of Purchasers and Installation Guidelines:** The Bidder must provide installation guidelines and training as needed to electrical contractors or electricians working for an Authorized Purchaser. Installation must be done by Rhode Island licensed electricians.
6. **Financial Requirements:** The OER must be satisfied with the Bidder’s financial stability and that sufficient resources exist to address issues after installation. The successful Bidders may be asked to provide annual financial reports or a set of financial statements prepared by an accountant.
7. **Delivery Expectations:** There shall be no additional shipping charges to the prices submitted by bidders. EVSE units shall be delivered as soon as possible, as written in a contract and in no case later than sixty (60) days from placement of order.
8. **Industry/Regulatory, Codes or Standards Changes:** In the event of the adoption of industry, code or regulatory changes which substantially modify the contract structure in place, the parties will negotiate in good faith an appropriate amendment to this Contract. Such amendment shall be designed to retain the existing relationships between the parties with due consideration of the risks and rewards. If a change occurs which gives rise to the belief in either party the necessity to negotiate an appropriate amendment to the Contract, the party claiming the need to modify the Contract shall notify the other party at first opportunity but in any event, within 20 days of the occurrence of the event. If, after 30 days of notice, the parties are unable to negotiate an amendment mutually agreeable to each other (or a shorter time period if the time between the announcement of the proposed change and the date of implementation is less than 30 days) then this Contract shall terminate on the date that the regulatory change becomes effective. The Vendor will agree that it has specifically assumed the risks and liabilities associated with the terms and conditions of this RFP, except the uncertainties as specified above.
9. **Environmentally Preferred Product:** It is desirable that the EVSE be produced or operates in a manner that has lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those which contain recycled content, minimize waste, conserve energy, and reduce the amount of toxic materials either disposed of or consumed.

## C. CONTRACT SPECIFICATIONS

1. The Master Price Agreement will begin upon issuance of a state purchase order for a period of 3 years. The State retains the option of granting a one-time extension of up to twelve (12) months.
2. **Project Terms:** If awarded, all vendors will be required to abide by the Division of Purchases Terms and Conditions. In addition, all contracts are subject to successful final contract negotiations consistent with an agreed upon Scope of Services.

3. **NO Guaranty of Purchases under this Contract:** The OER makes no guarantees that any products or services will be purchased from any contract resulting from this RFP, or that any particular level of funding will be awarded.
4. **Subcontracting:** The Prime Vendor will be held responsible for any and all performance of the sub vendor.
5. OER or eligible Entities reserve the right to request addition/change/termination of sub-vendors due to lack of performance. Failure to accommodate such a request may result in contract termination. Subcontracting will not increase the prices offered by the Vendor in response to this RFP.
6. **Invoicing:** Contracts under this program will be paid on a reimbursement basis. Only expenses incurred during the period of a contract will be eligible for payment.

## **SECTION 5 - APPLICATION SUBMISSION**

**INSTRUCTIONS:** Submit ONE original signed cover letter and response (clearly marked as original) and three copies to the address below. Include documentation of the applicant's authority to certify and submit bid documents. Responses should be single-spaced and pages double-sided, except for any graphics and spreadsheets. All responses and copies should minimize or eliminate the use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves and GBC binding.

1. Complete the attached application form. The narrative section (limited to 15 single-spaced pages) should include the following information: bidder's length of time in business, manufacturing capacity, commercial availability of products and sales volume, quality standards met in part manufacturing in the supply chain and methods of taking customer orders and tracking. Describe any additional incentives you may offer beyond your best pricing in the narrative section of the application. The narrative should highlight any unique features of the company or EVSE that separates them from other EVSE vendors. The bidder must have applicable licensing and insurance requirements to conduct field site assessments and installation by a Rhode Island license electrician with a documented safety and performance history enabling them to respond to contacts and scheduling requests rapidly.

The OER understands installation costs vary with the charging site. Describe the process the bidder intends to use to obtain the services of Rhode Island licensed electricians and the estimated costs of various installation types, such as:

- a. Surface parking area with four (4) level 2 EVSE ports with access to 240V power 75 feet away;
- b. Surface parking area with a DC Fast Charger and two (2) a Level 2 EVSE ports with access to 208V three phase power 75 feet away; and
- c. Structured parking garage at a university with eight (8) Level 1 EVSE ports with access to power 40 feet away.

Include the methodology and approach: assessment of installation site, installation, warranty, maintenance and support services.

Proposals must be sent to:

**RI Dept. of Administration  
Division of Purchases, 2<sup>nd</sup> Floor  
One Capitol Hill  
Providence, RI 02908-5855**

## SECTION 6 – EVALUATION AND SELECTION

The following components will be the criteria considered by the Technical Review Committee when evaluating each response/bid:

- Company Experience including sub-consultants (i.e. electricians)
- Project Approach
- Financial Stability
- Quality Certifications and evidence of meeting standards and safety codes
- Strength of offering on additional features
- References and Past Performance
- Ability to meet Mandatory features
- Percentage of U.S. manufactured products and components
- Quality of environmentally preferred product submittal
- Ability to provide pre-install inspection checklist, activities and necessary training
- Length of warranty on product

The order of these factors does not generally denote relative importance. This RFP does not commit the OER to select any firm, award any work, pay any costs in preparing a response or procure or contract for any equipment or services. The OER reserves the right to accept or reject any or all submittals received, and cancel or modify the RFP in part or in its entirety.

Failure to provide any of the materials listed above may result in the disqualification of the respondent. OER reserves the option to:

- Interview some or all respondents for the purpose of clarifying a proposal prior to making a final award;
- Invite some or all respondents to present examples of their work;
- Ask some or all respondents for additional information; and
- Work with some or all respondents to complete an incomplete application.

Proposals will be reviewed by a Technical Review Team. Points will be assigned based on the applicant's proposal.

The State reserves the right, at its sole discretion to determine the number of vendors to be selected to participate on the Master Price Agreement.

If voluntarily selected by a Municipality, vendors selected to participate on the State's Master Price Agreement created as a result of this RFP shall offer their services to Municipalities under the same terms and conditions provided.

Notwithstanding anything above, the Division reserves the right to unilaterally: 1) cancel the solicitation at any time; 2) waive any technicality in order to act in the best interests of the State; and 3) to conduct additional negotiations as necessary.

Proposals found to be technically or substantially non-responsive, at any point in the evaluation process, will be rejected and not be considered further. The State, at its sole option, may elect to require presentation(s) by bidders in consideration for the award. An award will not be made to a contractor who is neither qualified nor equipped to undertake and complete the required work within the specified time.

The Division of Purchases reserves the exclusive right to select the individual(s) or firm (vendor) that it deems to be in its best interest to accomplish the projects as specified herein; and conversely, reserves the right not to select any proposal(s).

Proposals will be reviewed and scored based upon the categories provided in Section 4 above using the following criteria:

<b><u>Technical Criteria</u></b>	<b><u>Points</u></b>
<b>Contractor Understanding of Work to be Performed –Proposed approach to provide the required services</b>	30
<b>Prior Experience and Expertise – Providing turnkey operations and services as described in this RFP</b>	40
<b>Organizational Capacity –History, goals and key achievements of organization related to purpose and priorities of this solicitation, and ability to manage projects</b>	30
<b>TOTAL</b>	<b>100</b>

Offerors must receive a minimum of seventy-five (75) points, out of a possible 100, to gain status as an approved service provider of the proposed MPA. Placement on the Master Price Agreement approved service provider list is no guarantee of income. All Entities reserve the right to negotiate pricing.

The review team will present written findings, including the results of all evaluations, to the State Purchasing Agent or designee, who will make the final selection for this solicitation. When a final decision has been made, a notice will be posted on the Rhode Island Division of Purchases web site.



STATE OF RHODE ISLAND  
**OFFICE OF  
ENERGY RESOURCES**

**APPLICATION FORM FOR RFP # XXXX**

**1. Bidder General Information**

Provide your company name, address, phone number, and company website address.

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Phone Number: \_\_\_\_\_

Company Internet Address: \_\_\_\_\_

**2. Office Location**

Provide the address of the office from which this contract will be managed. In addition, list any New England locations.

Office Location: \_\_\_\_\_

New England Location(s): \_\_\_\_\_

**3. Designated Contract Manager**

Provide a brief description of the experience of the Designated Contract Manager who will be responsible for the overall management, reporting and ensuring adherence to the performance measures of this contract during normal business hours. This must include the name, address, phone number, and E-mail address of the Designated Contract Manager.

Contract Manager Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Brief Description of Contract Manger Experience: \_\_\_\_\_

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**4. Service Information**

Provide the phone number for service dispatch and the name of key dispatch individual.

Name of Key Dispatch Individual: \_\_\_\_\_

Dispatch Phone Number: \_\_\_\_\_

**5. After Hours Contact Information**

Provide the name and phone number for after-hours and weekend contact.

After Hours Contact Name: \_\_\_\_\_

After Hours/Week End Phone Number: \_\_\_\_\_

**6. Turnkey Service Contact Information**

Provide the name and phone number to call for any turnkey service or a separate name for each type of service.

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**7. Financial Information**

Provide a description of the bidder's financial strength and reliability.

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**8. Adverse Conditions**

- **Litigation, Penalties and Bankruptcy:** The bidder shall submit a description of any and all investigations, indictments or pending litigation by any federal, state or local jurisdiction relating to the bidder, any officer, director, partner or member thereof, any affiliate or any related company. A list of all criminal convictions within the last five years relating to the bidder, any officer, director, partner or member thereof, any affiliate or any related entity. A list of all civil penalties, consent decrees and other sanctions within the last five years, as a result of any violation of any law, rule, regulation or ordinance in connection with its business activities relating to the bidder, any officer, director, partner or member thereof, any affiliate or any related entity. A list of all actions occurring within the last five years which have resulted in the barring from public bidding relating to the bidder, an officer, director, partner or member thereof, any affiliate or any related entity.
- **Defaults:** The bidder shall provide a description, in detail, of any situation in which the bidder’s firm (either alone or as part of a joint venture), or a subsidiary of the bidders firm, defaulted or was deemed to be in noncompliance of any contractual obligations to deliver EVSE equipment or other ancillary customer service, explaining the situation, its outcome and all other relevant facts associated with the event described. Please also provide the name, title and telephone number of the principal manager of the contract user who asserted the event of default or noncompliance.
- **Other adverse Situations:** The bidder shall provide a description of any present facts known to the bidder that might reasonably be expected to affect adversely either its ability to perform any delivery or services of EVSEs or the viability of any affiliated entity that might reasonably be expected to supply financial support.

Describe any Litigation:

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Describe any Defaults:

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Describe any other Adverse Conditions:

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