

Dawn M. Pinnock Commissioner Roman Gofman Chief Contracting Officer

Date: 06/05/2024

Dear Vendor:

PRE-SOLICITATION CONFERENCE - BID # 2400096 CARPORTS, SOLAR POWERED VEHICLE CHARGERS

Location: MS TEAMS Call in #: 1 646-893-7101 Date: 07/16/2024 Time: 9:30 – 11:30 AM

Phone Conference ID: 394 470 249#

**MS TEAMS:** Please email <u>suksingh@dcas.nyc.gov</u> / <u>mrudina@dcas.nyc.gov</u> to request the web link and invite for the video conference.

A Pre-solicitation meeting has been scheduled for the above commodity on July 16th, 2024. The purpose of this meeting is to review the solicitation for the commodity listed above to ensure a successful bid, best product and to maximize competition. Your participation will assist us in revising bid terms and/or specifications, if needed, prior to bid opening to meet this goal.

The exchange of information among buyers and sellers is necessary so vendors can understand City requirements and the City can obtain industry advice on current standards, new technology, commercial equivalents and new products and product lines.

> The David N. Dinkins Municipal Building 1 Centre Street, New York, NY 10007 212-386-0434 nyc.gov/dcas

PIN: 8572400096

SPECIAL INSTRUCTION TO BIDDERS CONTRACT SPECIFIC TERMS AND CONDITIONS

CITY OF NEW YORK DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES DIVISION OF MUNICIPAL SUPPLY SERVICES MUNICIPAL BUILDING, NEW YORK, NY 10007

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BID NUMBER: 2400096.

BID TITLE: CARPORTS, SOLAR POWERED VEHICLE CHARGERS

ALL INQUIRIES REGARDING THIS BID ARE TO BE DIRECTED TO: PURCHASING AGENT: MASHA O. RUDINA AT (212) 386-6373

VENDORS WILL BE SEEN BY APPOINTMENT ONLY

TYPE OF CONTRACT: THIS IS A "C" CONTRACT (REQUIREMENT CONTRACT) AS DEFINED IN THE NEW YORK CITY PURCHASE CONTRACT, PART II, PARAGRAPH 2.8, OR, IF APPLICABLE, THE NEW YORK CITY SERVICE CONTRACT, PART II, PARAGRAPH 2.6.

IN ACCORDANCE WITH THE NEW YORK CITY PURCHASE CONTRACT, PART II, SECTION 5.6 - ALTERNATE PRODUCTS - OR, IF APPLICABLE, THE NEW YORK CITY SERVICE CONTRACT, PART II, SECTION 5.5 -ALTERNATE SERVICES:

A BIDDER MAY NOT BID MULTIPLE PRODUCTS OR SERVICES FOR ONE BID ITEM. IF A BIDDER OFFERS MORE THAN ONE, ONLY THE LOWEST PRICE OFFERING WILL BE CONSIDERED. IF THE PRICE OFFERINGS ARE IDENTICAL, ONLY THE FIRST ITEM LISTED WILL BE CONSIDERED.

PRODUCTS OFFERED SHOULD BE MANUFACTURED FROM RECYCLED, RECOVERED, OR ENVIRONMENTALLY PREFERABLE MATERIALS TO THE MAXIMUM EXTENT POSSIBLE PROVIDED THAT THE PRODUCT MEETS ALL SPECIFICATIONS AND PERFORMANCE CRITERIA AND PROMOTES ECONOMICALLY ADVANTAGEOUS LIFE CYCLE COSTS. ALL ITEMS AWARDED UNDER THIS CONTRACT MUST BE IN COMPLIANCE WITH THE NEW YORK CITY MAYOR'S EXECUTIVE ORDER NO. 113 (1988), "PROHIBITION OF THE PURCHASE OF PRODUCTS MADE OF POLYSTYRENE FOAM." WHENEVER PRACTICABLE, PACKAGING SHALL ELIMINATE WASTE; REDUCE WASTE BY WEIGHT, VOLUME AND TOXICITY WITHOUT SUBSTITUTING A MATERIAL THAT IS NOT RECYCLABLE; AND SHOULD CONTAIN RECYCLED CONTENT.

THE CITY MAY, IN IT'S SOLE DISCRETION, DISSAPROVE ANY PROVIDER(S) OF GOODS AND/OR SERVICES USED BY PRIME VENDOR/CONTRACTOR TO FULFILL ANY CONTRACT RESULTING FROM THIS SOLICITATION. AS USED IN THIS SECTION, A "PROVIDER" SHALL INCLUDE, BUT NOT BE LIMITED TO, A SUBCONTRACTOR, A SUPPLIER OF GOODS AND/OR SERVICES, AND THE MANUFACTURER(S) OF ANY GOODS BEING PROCURED UNDER SUCH CONTRACT. A VENDOR WHO IS AWARDED A CONTRACT PURSUANT TO THIS SOLICITATION MAY, AT THE CITY'S OPTION, BE ASKED TO PROVIDE TO THE CITY A LIST OF PROVIDERS AND, FOR EACH PROVIDER, ITS ADDRESS AND THE NAME OF ITS PRINCIPALS.

IN ADDITION, THE VENDOR MAY BE ASKED TO PROVIDE, ANY OTHER INFORMATION DEEMED NECESSARY BY THE CITY TO DETERMINE WHETHER A PROVIDER SHALL BE DISAPPROVED. FURTHERMORE, DURING THE TERM OF SUCH CONTRACT, THE VENDOR MAY BE ASKED TO SUPPLY TO THE CITY ALL SUCH INFORMATION REGARDING ANY ADDITIONAL PROVIDER(S) IT INTENDS TO USE.

THE CITY RESERVES THE RIGHT TO WITHDRAW ANY APPROVAL IT HAS GIVEN, WHERE SUCH WITHDRAWAL OF APPROVAL IS BASED ON INFORMATION RECEIVED SUBSEQUENT TO THE APPROVAL. THE VENDOR MAY NOT USE A PROVIDER THAT HAS BEEN DISAPPROVED BY THE CITY OR WHOSE APPROVAL HAS BEEN WITHDRAWN.

PURSUANT TO PROCUREMENT POLICY BOARD RULE 2-08(F)(2), THE CONTRACTOR WILL BE CHARGED A FEE FOR THE ADMINISTRATION OF THE PASSPORT SYSTEM, INCLUDING THE VENDOR NAME CHECK PROCESS, IF A VENDOR NAME CHECK REVIEW IS REQUIRED TO BE CONDUCTED BY THE DEPARTMENT OF INVESTIGATION. THE CONTRACTOR SHALL ALSO BE REQUIRED TO PAY THE APPLICABLE REQUIRED FEES FOR ANY OF ITS SUB-CONTRACTORS FOR WHICH VENDOR NAME CHECK REVIEWS ARE REQUIRED. THE FEE(S) WILL BE DEDUCTED FROM PAYMENTS MADE TO THE CONTRACTOR UNDER THE CONTRACT.

FOR CONTRACTS WITH AN ESTIMATED VALUE OF LESS THAN OR EQUAL TO \$1,000,000, THE FEE WILL BE \$175.

FOR CONTRACTS WITH AN ESTIMATED VALUE OF GREATER THAN \$1,000,000, THE FEE WILL BE \$350.

THE PURPOSE OF THIS CONTRACT IS TO PROCURE SOLAR CARPORT ELECTRIC VEHICLE SUPPLY EQUIPMENT FOR THE CITY OF NEW YORK THE TERM OF THIS CONTRACT IS TO BE: AUGUST 1, 2024 THRU JULY 31, 2029

THE CITY RESERVES THE RIGHT, PRIOR TO CONTRACT REGISTRATION, TO CHANGE (ADJUST) THE START AND END DATES AS NOTED ABOVE. THE CITY FURTHER RESERVES THE RIGHT TO CHANGE (ADJUST) THESE DATES AFTER CONTRACT REGISTRATION TO REFLECT THE ACTUAL REGISTRATION DATE.

#### CONTRACT QUANTITIES:

QUANTITIES SPECIFIED HEREIN ARE ESTIMATES BASED ON EXPERIENCE. THE QUANTITIES TO BE ORDERED ARE ONLY THOSE NEEDED BY THE AGENCY. THE CITY WILL NOT BE COMPELLED TO ORDER ANY SPECIFIC QUANTITY OF ANY ITEM, NOR WILL THE CITY BE LIMITED TO THE QUANTITY SPECIFIED.

#### DELIVERY:

DELIVERY MUST BE MADE WITHIN CALENDAR DAYS FROM THE DATE OF THE PRUCHASE ORDER AT A RATE OF () UNITS PER MONTH.

ALL PRICES ARE TO BE BASED ON THE BASIS OF F.O.B. DELIVERY POINT, UNLOADED, AND INSTALLED.

ALL DELIVERY, ASSEMBLY AND INSTALLATION CHARGES MUST BE INCLUDED IN THE BID PRICE.

EQUIPMENT OFFERED MUST COMPLY WITH ALL APPLICABLE NEW YORK STATE, FEDERAL AND LOCAL LAWS.

#### LITERATURE:

DESCRIPTIVE LITERATURE AND COMPLETE PRODUCT SPECIFICATIONS FOR EACH ITEM OFFERED SHOULD ACCOMPANY EACH BID.

EACH BIDDER MAY BE REQUIRED TO SUPPLY ADDITIONAL PRODUCT INFORMATION FOR ITEMS OFFERED.

DELIVERIES SHALL BE MONDAY THROUGH FRIDAY TO THE RESPECTIVE AGENCY LISTED ON THE PURCHASE ORDER. LOCATIONS WILL BE WITHIN THE FIVE (5) BOROUGHS OF THE CITY OF NEW YORK, AS WELL AS SOME LOCATIONS OUTSIDE OF CITY.

QUALIFICATIONS OF BIDDERS: BID WILL BE ACCEPTED ONLY FROM MANUFACTURER OR THEIR AUTHORIZED DISTRIBUTORS INVOLVED IN THE MANUFACTURE OF SALES OF EQUIPMENT OF THE TYPE REQUESTED IN THIS SOLICITATION.

SERVICE LOCATIONS: VENDOR SHALL HAVE A LOCAL SERVICE CENTER CAPABLE OF PERFORMING ALL WARRANTY SERVICE AND REPAIRS. SERVICE AND PARTS: SERVICE AND PARTS SHALL BE AVAILABLE WITHIN 24 HOURS. THE CONTRACTOR AGREES TO MAINTAIN A SUPPLY OF PARTS FOR A PERIOD OF TEN (15) YEARS AFTER DATE OF AWARD.

CONTRACTOR AGREES TO FURNISH WITH EACH REPAIRED UNIT A CLEAR, LEGIBLE INFORMATION SHEET INDICA-TING: TYPE OF WARRANTY WORK PERFORMED; PARTS USED FOR REPAIR; AND NUMBER OF LABOR HOURS IN-VOLVED. SUCH SHEET SHALL BE ATTACHED TO UNIT UPON RETURN TO SERVICE.

FOR THE TERM OF THE CONTRACT AN ADJUSTMENT IN PRICE MAY BE PERMITTED IF THE AGENCY REQUESTS UPGRADES TO THE EQUIPMENT OR A MANUFACTURER'S PRICE INCREASE TAKES EFFECT DURING THE SUBSEQUENT MODEL YEARS. SUITABLE DOCUMENTATION SUCH AS MANU-FACTURER ATTESTATION AND/OR QUOTATION MUST BE -SUBMITTED IN WRITING TO DCAS TO JUSTIFY ANY PRICE INCREASE.

NOTIFICATION OF PRICE CHANGES MUST BE ADDRESSED TO THE ASSISTANT COMMISSIONER, PROCUREMENT, DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES, DIVISION OF MUNICIPAL SUPPLY SERVICES (DMSS), 1 CENTRE STREET, 18TH FLOOR, NEW YORK, NEW YORK 10007

IF DCAS DETERMINES THE REQUESTED PRICE CHANGE IS VERIFIABLE AND REASONABLE THE CONTRACT WILL BE MODIFIED ACCORDINGLY. THE EFFECTIVE DATE FOR THE PRICE INCREASE WILL BE THE DATE OF THE CONTRACT MODIFICATION.

#### NOTIFICATION OF DELIVERY:

IT IS THE VENDOR'S RESPONSIBILITY TO NOTIFY THE USING AGENCY OF ANY INTENDED DELIVERY AT LEAST TWENTY-FOUR (24) HOURS PRIOR TO MAKING THE DELIVERY. IT IS ALSO THE VENDOR'S RESPONSIBILITY TO INQUIRE ABOUT AND ACCOMMODATE EACH INDIVIDUAL AGENCY'S UNIQUE AND SPECIAL SECURITY ARRANGEMENTS WHICH MAY INCLUDE BUT NOT BE LIMITED TO CANINE INSPECTION AND X-RAY SCANNING.

ADDITIONAL OPTIONS: EQUIPMENT MAY BE ORDERED WITH ADDITIONAL OEM AND/OR NON-OEM OPTIONS.

OEM OPTIONS INSTALLED SHALL BE AT DEALER COST, NON-OEM OPTIONS INSTALLED SHALL BE AT DEALER COST PLUS A MARKUP NOT EXCEEDING TEN (10) PERCENT. INSPECTION: THE INSPECTON OF THE ITEMS CONTAINED HEREIN SHALL BE MADE AT THE LOCATION LISTED ON THE PURCHASE ORDER BY:

NYC DEPT. OF CITYWIDE ADMINISTRATIVE SERVICES DIVISION OF MUNICIPAL SUPPLY SERVICES BUREAU OF QUALITY ASSURANCE 1 CENTRE STREET, 18TH FLOOR NEW YORK, N.Y. 10007

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO KEEP THE CITY APPRISED AS TO WHEN ANY ITEMS WILL BE READY FOR INSPECTION. CONTRACTORS ARE INSTRUCTED TO CONTACT, BUREAU OF QUALITY ASSURANCE (BQA) AT 212-386-0436/0432 AT LEAST FOURTEEN DAYS PRIOR TO THE INSPECTION DATE.

THE INSPECTION OF THESE ITEMS SHALL BE MADE AT ANY OR ALL OF THE FOLLOWING LOCATIONS: CONTRACTOR'S FACTORY OR SERVICE STATION, SUB-CONTRACTOR'S FACTORY OR SERVICE STATION OR DELIVERY LOCATION.

THE CITY REPRESENTATIVE FOR BQA SHALL BE PERMITTED FULL ACCESS TO ALL PARTS OF THE PLANT WHEN AND WHERE WORK ON THIS CONTRACT IS BEING PERFORMED. REPRESENTATIVES FOR BQA SHALL BE NOTIFIED OF AND GIVEN AN OPPORTUNITY TO BE PRESENT AT ALL TESTS OF MATERIAL OR WORKMANSHIP AND SHALL BE PROVIDED WITH ALL NECESSARY FACILITIES IN EXAMINING AND MEASURING ALL PARTS AND EQUIPMENT TESTS. THE EXPENSE OF ALL TESTS (LABORATORY, SHOP AND FIELD) SHALL BE BORNE BY THE CONTRACTOR AND BE INCLUDED IN UNIT PRICE.

ANY RECEIPT GIVEN TO THE CONTRACTOR BY A REPRESENTATIVE OF THE DEPARTMENT RECEIVING THE ITEM(S) SHALL NOT CONSTITUTE FINAL OR OFFICIAL CITY ACCEPTANCE. UPON COMPLETION OF TESTS AND EVALUATION, FINAL ACCEPTANCE SHALL ONLY BE GRANTED BY THE BUREAU OF QUALITY ASSURANCE AT A LOCATION TO BE DETERMINED BY THE CITY OF NEW YORK. IF, AFTER ISSUANCE OF A PURCHASE ORDER UNDER THIS CONTRACT, NEW GOVERNMENTAL REGULATIONS ARE PROMULGATED AND NEW EQUIPMENT IS REQUIRED TO MEET THESE REGULATIONS AND THE EXTRA COST FOR THIS EQUIPMENT WAS NOT ANTICIPATED, AND COULD NOT HAVE BEEN ANTICIPATED, WHEN THE BID WAS SUBMITTED AND THE PURCHASE ORDER WAS ISSUED, AWARDED VENDOR MAY BE ELIGIBLE FOR A PRICE INCREASE ON THE PURCHASE ORDER. PLEASE BE ADVISED THAT IF NO NEW TECHNOLOGY IS REQUIRED, VENDOR WILL NOT BE ELIGIBLE FOR A PRICE INCREASE.

THE FOLLOWING MINIMAL REQUIREMENTS MUST BE MET FOR DCAS TO CONSIDER A PRICE INCREASE:

- 1. VENDOR MUST SUBMIT A LETTER REQUESTING THE INCREASE, STATING THE DOLLAR AMOUNT OF THE INCREASE AND SPECIFICALLY STATING WHAT THE INCREASE WILL COVER;
- 2. VENDOR MUST INCLUDE A CERTIFICATION FROM THE REGULATORY AUTHORITY (THE NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION) THAT THE PROPOSED SOLUTION BRINGS THE VEHICLE IN COMPLIANCE WITH THE CURRENT EMISSION LAWS; AND
- 3. A MANUFACTURER'S INVOICE SHOWING THE VENDOR'S TOTAL COST FOR THE EQUIPMENT, INCLUDING INSTALLATION. VENDOR CANNOT CHARGE THE CITY MORE THAN 10 % ABOVE THE VENDOR'S COST FOR THE EQUIPMENT, INCLUDING INSTALLATION.

THE REQUEST FOR THE PRICE INCREASE AND ALL SUPPORTING DOCUMENTATION IS TO BE SENT IN WRITING TO:

ASSISTANT COMMISSIONER - PROCUREMENT DEPT OF CITYWIDE ADMINISTRATIVE SERVICES DIVISION OF MUNICIPAL SUPPLY SERVICES (DMSS) 1 CENTRE STREET, 18TH FLOOR NEW YORK, NY 10007

A MINIMUM OF 30 DAYS ADVANCE NOTICE IS REQUIRED FOR ALL SUCH REQUESTS.

THE DETERMINATION TO APPROVE A PRICE INCREASE REQUEST WILL BE AT THE SOLE DISCRETION OF THE ASSISTANT COMMISSIONER - PROCUREMENT.

THE PRICE INCREASE, IF APPROVED, WILL BE REFLECTED IN A WRITTEN MODIFICATION TO THE CONTRACT. THE EFFECTIVE DATE OF THE PRICE INCREASE WILL BE AS STATED IN THE MODIFICATION.

#### COPYRIGHTS

ANY REPORTS, DOCUMENTS, DATA, PHOTOGRAPHS, DELIVERABLES, AND/OR OTHER MATERIALS PRODUCED PURSUANT TO THIS CONTRACT, AND ANY AND ALL DRAFTS AND/OR OTHER PRELIMINARY MATERIALS IN ANY FORMAT RELATED TO SUCH ITEMS PRODUCED PURSUANT TO THIS CONTRACT, SHALL UPON THEIR CREATION BECOME THE EXCLUSIVE PROPERTY OF THE CITY.

ANY REPORTS, DOCUMENTS, DATA, PHOTOGRAPHS, DELIVERABLES, AND/OR OTHER MATERIALS PROVIDED PURSUANT TO THIS CONTRACT ("COPYRIGHTABLE MATERIALS") SHALL BE CONSIDERED "WORK-MADE-FOR -HIRE" WITHIN THE MEANING AND PURVIEW OF THE UNITED STATES COPYRIGHT ACT, 17 U.S.C. § 101, AND

THE CITY SHALL BE THE COPYRIGHT OWNER THEREOF AND OF ALL ASPECTS, ELEMENTS AND COMPONENTS THEREOF IN WHICH COPYRIGHT PROTECTION MIGHT EXIST. TO THE EXTENT THAT THE COPYRIGHTABLE MATERIALS DO NOT QUALIFY AS "WORK-MADE-FOR-HIRE," THE CONTRACTOR HEREBY IRREVOCABLY TRANSFERS, ASSIGNS AND CONVEYS EXCLUSIVE COPYRIGHT OWNERSHIP IN AND TO THE COPYRIGHTABLE MATERIALS TO THE CITY, FREE AND CLEAR OF ANY LIENS, CLAIMS, OR OTHER ENCUMBRANCES. THE CONTRACTOR SHALL RETAIN NO COPYRIGHT OR INTELLECTUAL PROPERTY INTEREST IN THE COPYRIGHTABLE MATERIALS. THE COPYRIGHTABLE MATERIALS SHALL BE USED BY THE CONTRACTOR FOR NO PURPOSE OTHER THAN IN THE PERFORMANCE OF THIS CONTRACT WITHOUT THE PRIOR WRITTEN PERMISSION OF

THE CITY. THE DEPARTMENT MAY GRANT THE CONTRACTOR A LICENSE TO USE THE COPYRIGHTABLE MATERIALS ON SUCH TERMS AS DETERMINED BY THE DEPARTMENT AND SET FORTH IN THE LICENSE.

THE CONTRACTOR ACKNOWLEDGES THAT THE CITY MAY, IN ITS SOLE DISCRETION, REGISTER COPYRIGHT IN THE COPYRIGHTABLE MATERIALS WITH THE UNITED STATES COPYRIGHT OFFICE OR ANY OTHER GOVERNMENT AGENCY AUTHORIZED TO GRANT COPYRIGHT REGISTRATIONS. THE CONTRACTOR SHALL FULLY COOPERATE IN THIS EFFORT, AND AGREES TO PROVIDE ANY AND ALL DOCUMENTATION NECESSARY TO ACCOMPLISH THIS. THE CONTRACTOR REPRESENTS AND WARRANTS THAT THE COPYRIGHTABLE MATERIALS: (I) ARE WHOLLY ORIGINAL MATERIAL NOT PUBLISHED ELSEWHERE (EXCEPT FOR MATERIAL THAT IS IN THE PUBLIC DOMAIN); (II) DO NOT VIOLATE ANY COPYRIGHT LAW; (III) DO NOT CONSTITUTE DEFAMATION OR INVASION OF THE RIGHT OF PRIVACY OR PUBLICITY; AND (IV) ARE NOT AN INFRINGEMENT, OF ANY KIND, OF THE RIGHTS OF ANY THIRD PARTY. TO THE EXTENT THAT THE COPYRIGHTABLE MATERIALS INCORPORATE ANY NON-ORIGINAL MATERIAL, THE CONTRACTOR HAS OBTAINED ALL NECESSARY PERMISSIONS AND CLEARANCES, IN WRITING, FOR THE USE OF SUCH NON-ORIGINAL MATERIAL UNDER THIS CONTRACT, COPIES OF WHICH SHALL BE PROVIDED TO THE CITY UPON EXECUTION OF THIS CONTRACT.

IF THE SERVICES UNDER THIS CONTRACT ARE SUPPORTED BY A FEDERAL GRANT OF FUNDS, THE FEDERAL AND STATE GOVERNMENT RESERVES A ROYALTY-FREE, NON-EXCLUSIVE IRREVOCABLE LICENSE TO REPRODUCE, PUBLISH, OR OTHERWISE USE AND TO AUTHORIZE OTHERS TO USE, FOR FEDERAL OR STATE GOVERNMENT PURPOSES, THE COPYRIGHT IN ANY COPYRIGHTABLE MATERIALS DEVELOPED UNDER THIS CONTRACT. IF THE CONTRACTOR PUBLISHES A WORK DEALING WITH ANY ASPECT OF PERFORMANCE UNDER THIS CONTRACT, OR WITH THE RESULTS OF SUCH PERFORMANCE, THE CITY SHALL HAVE A ROYALTY-FREE, NON-EXCLUSIVE IRREVOCABLE LICENSE TO REPRODUCE, PUBLISH, OR OTHERWISE USE SUCH WORK FOR CITY GOVERNMENTAL PURPOSES.

#### PATENTS AND INVENTIONS

THE CONTRACTOR SHALL PROMPTLY AND FULLY REPORT TO THE DEPARTMENT ANY DISCOVERY OR INVENTION ARISING OUT OF OR DEVELOPED IN THE COURSE OF PERFORMANCE OF THIS CONTRACT. IF THE SERVICES UNDER THIS CONTRACT ARE SUPPORTED BY A FEDERAL GRANT OF FUNDS, THE CONTRACTOR SHALL PROMPTLY AND FULLY REPORT TO THE FEDERAL GOVERNMENT FOR THE FEDERAL GOVERNMENT TO MAKE A DETERMINATION AS TO WHETHER PATENT PROTECTION ON SUCH INVENTION SHALL BE SOUGHT AND HOW THE RIGHTS IN THE INVENTION OR DISCOVERY, INCLUDING RIGHTS UNDER ANY PATENT ISSUED THEREON, SHALL BE DISPOSED OF AND ADMINISTERED IN ORDER TO PROTECT THE PUBLIC INTEREST.

#### PRE-EXISTING RIGHTS

IN NO CASE SHALL THE "COPYRIGHTS" AND "PATENTS AND INVENTIONS" SECTIONS APPLY TO, OR PREVENT THE CONTRACTOR FROM ASSERTING OR PROTECTING ITS RIGHTS IN ANY DISCOVERY, INVENTION, REPORT, DOCUMENT, DATA, PHOTOGRAPH, DELIVERABLE, OR OTHER MATERIAL IN CONNECTION WITH OR PRODUCED PURSUANT TO THIS CONTRACT THAT EXISTED PRIOR TO OR WAS DEVELOPED OR DISCOVERED INDEPENDENTLY FROM THE ACTIVITIES DIRECTLY RELATED TO THIS CONTRACT. PROPRIETARY INFORMATION/TRADE SECRETS THE BIDDER SHALL IDENTIFY THOSE PORTIONS OF THEIR BID THAT THEY DEEM TO BE CONFIDENTIAL, PROPRIETARY INFORMATION OR TRADE SECRETS, AND PROVIDE JUSTIFICATION WHY SUCH MATERIALS SHALL NOT BE DISCLOSED BY THE CITY. ALL MATERIALS THE BIDDER DESIRES TO REMAIN CONFIDENTIAL SHALL BE CLEARLY INDICATED BY MARKING THE PAGES ON WHICH SUCH INFORMATION APPEARS, AT THE TOP AND BOTTOM THEREOF WITH THE WORD "CONFIDENTIAL." SUCH MATERIALS MARKED "CONFIDENTIAL." SUCH SEPARABLE FROM THE NON-CONFIDENTIAL SECTIONS OF THE BID.

ALL SUCH MATERIALS SO INDICATED SHALL BE REVIEWED BY THE AGENCY AND ANY DECISION NOT TO HONOR A REQUEST FOR CONFIDENTIALITY SHALL BE COMMUNICATED IN WRITING TO THE BIDDER. FOR THOSE BIDS WHICH ARE UNSUCCESSFUL, ALL SUCH CONFIDENTIAL MATERIALS SHALL BE RETURNED TO THE BIDDER. PRICES, MAKES AND MODEL OR CATALOG NUMBERS OF THE ITEMS OFFERED, DELIVERIES, AND TERMS OF PAYMENT SHALL BE PUBLICLY AVAILABLE AFTER BID OPENING REGARDLESS OF ANY DESIGNATION OF CONFIDENTIALITY MADE BY THE BIDDER.

#### USAGE REPORT:

UPON REQUEST BY THE OFFICE OF CITYWIDE PROCUREMENT, A USAGE REPORT DETAILING PROCURING AGENCIES, QUANTITIES ORDERED, DESCRIPTION AND DOLLAR VALUE SHALL BE SUBMITTED WITHIN SEVEN (7) BUSINESS DAYS OF THE RECEIPT OF WRITTEN REQUEST.

THE USAGE REPORT SHALL BE SENT IN THE FORMAT AND TO THE ADDRESS AS SPECIFIED BY THE REQUESTING AGENCY.

#### IMPORTANT REMINDER:

QUESTIONS/CONCERNS REGARDING THIS SOLICITATION MUST BE RECEIVED, IN WRITING, NO LATER THAN SEVENTY-TWO (72) HOURS PRIOR TO BID OPENING DATE. QUESTIONS RECEIVED AFTER THAT TIME WILL NOT BE CONSIDERED. PLEASE EMAIL YOUR QUESTIONS TO; ELUCERO@DCAS.NYC.GOV / MRUDINA@DCAS.NYC.GOV

#### NOTE:

VENDORS INTENDING TO DO BUSINESS WITH THE CITY OF NEW YORK SHOULD COMPLETE AN ONLINE PROCUREMENT AND SOURCING SOLUTIONS PORTAL (PASSPORT) DISCLOSURE FILING (FORMERLY KNOWN AS VENDEX) TO BE CONSIDERED FOR AN AWARD. PAPER SUBMISSIONS INCLUDING CERTIFICATIONS OF NO CHANGE (CNC) TO EXISTING VENDEX SUBMISSIONS, WILL NOT BE ACCEPTED IN LIEU OF COMPLETED ONLINE FILINGS. PLEASE VISIT NYC.GOV/PASSPORT FOR MORE INFORMATION. MOCS OR THE AGENCY MAY REQUEST THAT THE VENDOR START SUBMITTING INVOICES RELATING TO THIS AGREEMENT THROUGH THE CITY'S PASSPORT SYSTEM. UPON RECEIPT OF SUCH REQUEST FROM THE CITY, THE VENDOR AGREES THAT IT WOULD COMMENCE SUBMITTING INVOICES RELATING TO THIS AGREEMENT THROUGH THE PASSPORT SYSTEM. VENDOR TRAINING WILL BE MADE AVAILABLE TO PROCESS INVOICES IN PASSPORT. DESCRIPTION

ITEM NUMBER: 1. STANDALONE SOLAR CHARGING UNIT AS PER ATTACHED NYC FLEET SPECIFICATION	250.	EA	COMM. C290 80 \$\$
MANUFACTURER:			
MODEL:			
ITEM NUMBER: 2. STANDALONE SOLAR CHARGING UNIT FOR CAR AND BIKE AS PER ATTACHED NYC FLEET SPECIFICATION	20.	EA	COMM. C290 80 \$\$
MANUFACTURER:			
MODEL:			
ITEM NUMBER: 3. STANDALONE SOLAR CHARGING UNIT FOR BIKE ONLY AS PER ATTACHED NYC FLEET SPECIFICATION	20.	EA	COMM. C290 80 \$\$
MANUFACTURER:			
MODEL:			
ITEM NUMBER: 4. GRID-TIED SOLAR CANOPY WITH CHARGING STATIONS (3) STATIONS AS PER ATTACHED NYC FLEET SPECIFICATION	50.	EA	COMM. C290 80 \$\$
MANUFACTURER:			
MODEL:			
ITEM NUMBER: 5. GRID-TIED SOLAR CANOPY WITH CHARGING STATIONS (6) STATIONS AS PER ATTACHED NYC FLEET SPECIFICATION	20.	EA	COMM. C290 80 \$\$
MANUFACTURER:			
MODEL:			
ITEM NUMBER: 6. GRID-TIED SOLAR CANOPY WITH CHARGING STATIONS (9)	20.	EA	COMM. C290 80 \$\$

STATIONS AS PER ATTACHED NYC FLEET SPECIFICATION

### Intent and Terminology

It is the intent of this specification to describe off-grid solar carport electric vehicle supply equipment (EVSE).

In the following section, "solar unit" refers to the equipment--both hardware and software--related to the solar function of the carport. This includes, but is not limited to, the photovoltaic array system, mounting structures, wiring and connectors, battery, battery management system, and inverter. "Charging unit" and "EVSE" refer to the equipment directly related to the charging function; this includes the charging unit, connector/cable, control panel/display, communication interface, and more. Solar charging unit refers to the entire solar charging carport--equipment included in the solar unit, the charging unit, as well as support structures and safety features. "Solar carport" and "solar charging unit" are used interchangeably.

### **ITEM #1: SPECIFICATION FOR STANDALONE SOLAR CHARGING UNIT - CAR ONLY**

Solar charging unit is to be used to provide alternate current (AC) power to battery electric and plug-in hybrid vehicles and is to be hardwired for 24/7/365 use across citywide fleet operations. The solar charging unit must include all hardware and software required for a fully functional, portable, solar-powered EV charging system. Solar carports will not be tied to the grid, will use battery storage, and will be mobile.

### **Charging Unit**

The City will provide the level 2 charging units to be used with the canopy. Solar charging unit Vendor should be ready to work with whichever charging unit vendor the City selects. Bidders are not to include the price of the charging unit in their response.

#### Solar Unit

The solar unit may take up no more than a standard parking space of 8'-6" x 18'-0". Edges of the unit should merge with the ground in a way that allows for mobility for users with disabilities. The solar unit must provide for standard 7' minimum height clearance.

The photovoltaic array system must generate a minimum of 4kW. The solar unit must also include a solar inverter, solar optimization system, integrated battery storage, mounting and cabling, and at least one 110V outlet with the option of including an additional USB port, all of which shall be under warranty for a minimum of three (3) years.

Solar unit must either have motorized solar functioning to follow the sun's path to ensure optimal energy intake or consist of bifacial panels to optimize solar ray intake from all angles. Motorized components of the solar unit must be covered and devoid of crevices that would allow for animal habitation, particularly nesting birds. The Vendor must supply netting or include protective covering for vulnerable parts, including but not limited to areas around the motor and battery. This is to ensure that open space for nesting wildlife is limited.

Solar unit must include at least one 110V outlet in addition to the Level 2 charging unit. This 110V outlet must come with a door or cover to protect it from external elements. The EVSE must provide the ability for simultaneous use of the L2 EV charger and 110V outlet.

The solar unit's battery shall have no less than 30kWh of storage, and the unit must be able to run energy optimization management software to ensure the battery is not depleted upon the start of a charging sequence.

## ITEM #2: SPECIFICATION FOR STANDALONE SOLAR CHARGING UNIT - CAR AND BIKE

The solar charging unit is to be used to provide alternate current (AC) power to battery electric, plug-in hybrid vehicles and battery electric bikes (e-bikes) and is to be hardwired for 24/7/365 use across citywide fleet operations. The solar charging unit must include all hardware and software required for a fully functional, portable, solar-powered EV charging system. Solar carports will not be tied to the grid, will use battery storage, and will be mobile.

### **Charging Unit**

The City will provide the level 2 charging units to be used with the canopy. Solar charging unit Vendor should be ready to work with whichever charging unit vendor the City selects. Bidders are not to include the price of the charging unit in their response.

#### Solar Unit

The solar unit must take up no more than a standard parking space of 8'-6" x 18'-0". Edges of the unit should merge with the ground in a way that allows for mobility for users with disabilities. The solar unit must provide for standard 7' minimum height clearance.

The photovoltaic array system must generate a minimum of 4kW. The solar unit must also include a solar inverter; solar optimization technology; integrated battery storage; mounting and cabling; and at least four (4) 110V outlets with the option of including an additional USB port, all of which shall be under warranty for a minimum of three (3) years.

Solar unit must either have motorized solar functioning to follow the sun's path to ensure optimal energy intake or consist of bifacial panels to optimize solar ray intake from all angles. Motorized components of the solar unit must be covered and devoid of crevices that would allow for animal habitation, particularly nesting birds. The Vendor must supply netting or include protective covering for vulnerable parts, including but not limited to areas around the motor and battery. This is to ensure that open space for nesting wildlife is limited.

The solar unit must include at least four 110V outlets in addition to the Level 2 charging unit. These 110V outlets must come with doors or covers to protect them from external elements. The EVSE must provide the ability for simultaneous use of the L2 EV charger and 110V outlets. Placement of the 110V outlets should be accessible from ground level and allow for bicycle hook-up.

The solar unit's battery shall have no less than 30kWh of storage, and the Vendor shall run an optimization assessment to determine the best panel and battery size. This assessment shall be done at no cost to the City of New York.

## **ITEM #3: SPECIFICATION FOR STANDALONE SOLAR CHARGING UNIT - BIKE ONLY**

The solar charging unit is to be used to provide alternate current (AC) power to ebikes and is to be hardwired for 24/7/365 use. The solar charging unit must include all hardware and software required for a fully functional, portable, solarpowered EV charging system. Solar carports will not be tied to the grid, will use battery storage, and will be mobile.

### **Charging Unit**

The charging unit must be capable of at least 6kW AC output and must be modular in design.

The Vendor shall ensure that the EVSE is capable of at least a 6kW AC output without hardware upgrades and that cable amperage is 15A at a minimum, with the capability of changing amperage on demand. EVSE must also be compatible with various operating software providers. EVSE must be ISO 15118 and OCPP 2.0.1 compliant.

The charging unit must be capable of supporting up to 10kW during charging sequences.

Each solar charging unit must have a minimum of 8 110V outlets spaced far enough apart to support simultaneous charging of eight (8) e-bikes.

#### Solar Unit

The solar unit must take up no more than a standard parking space of 8'-6" x 18'-0". Edges of the unit should merge with the ground in a way that allows for mobility for users with disabilities. The solar unit must provide for standard 7' minimum height clearance. The photovoltaic array system must generate a minimum of 4kW. The solar unit must also include a solar inverter; sun exposure optimization; integrated battery storage; mounting and cabling; and the option of including an additional USB port, all of which shall be under warranty for a minimum of three (3) years.

Solar unit must either have motorized solar functioning to follow the sun's path to ensure optimal energy intake or consist of bifacial panels to optimize solar ray intake from all angles. Motorized components of the solar unit must be covered and devoid of crevices that would allow for animal habitation, particularly nesting birds. The Vendor must supply netting or include protective covering for vulnerable parts, including but not limited to areas around the motor and battery. This is to ensure that open space for nesting wildlife is limited.

The solar charging unit must include at least eight (8) 110V outlets, all of which must come with doors or covers to protect them from external elements. The EVSE must provide the ability for simultaneous use of the 110V outlets. Placement of the 110V outlets should be accessible from ground level and allow for multiple bicycle hook-ups.

The solar unit's battery shall have no less than 30kWh of storage, and the Vendor shall run an optimization assessment to determine the best panel and battery size. This assessment shall be done at no cost to the City of New York.

# ITEM #4: SPECIFICATION FOR GRID-TIED SOLAR CANOPY WITH CHARGING STATIONS (3) Stations

The solar canopy is to be used to provide alternate current (AC) power to battery electric, plug-in hybrid vehicles and/or e-bikes and is to be hardwired for 24/7/365 use across citywide fleet operations. The solar canopy with chargers must include all hardware and software required for a fully functional, solar-powered EV charging system. Solar canopy will be fixed solar and carport structures that are tied to the grid and installed into the ground. This item will accommodate parking and EVSE for 3 vehicles.

## **Charging Unit**

The City will provide the level 2 charging units to be used with the canopy. Solar charging unit Vendor should be ready to work with whichever charging unit vendor the City selects. Bidders are not to include the price of the charging unit in their response.

#### Solar Unit

The solar unit should provide solar powered charging for a minimum of 6 parking spaces. DCAS may determine larger canopies are preferable, at which time the solar canopy vendor will be notified, and adjustments made. The solar unit must provide for standard 7' minimum height clearance.

The photovoltaic array system must generate a minimum of 6kW per parking space equipped with a charging port. The solar unit must also include a solar inverter; solar optimization technology; integrated battery storage; mounting and cabling; and at least four (4) 110V outlets with the option of including an additional USB port, all of which shall be under warranty for a minimum of three (3) years.

Solar canopy must consist of solar ray optimization technology to ensure maximum solar intake throughout the day. All motorized components of the solar unit must be covered and devoid of crevices that would allow for animal habitation, particularly nesting birds. The Vendor must supply netting or include protective covering for vulnerable parts, including but not limited to areas around the motor and battery. This is to ensure that open space for nesting wildlife is limited.

The solar unit must include at least four 110V outlets in addition to the Level 2 EVSE. These 110V outlets must come with doors or covers to protect them from external elements. The EVSE must provide the ability for simultaneous use of the Level 2 EV charger and 110V outlets. Placement of the 110V outlets should be accessible from ground level and allow for bicycle hook-up. Option to install a bike rack with charging capabilities should be included.

# ITEM #5: SPECIFICATION FOR GRID-TIED SOLAR CANOPY WITH CHARGING STATIONS (6) Stations

The solar canopy is to be used to provide alternate current (AC) power to battery electric, plug-in hybrid vehicles and/or e-bikes and is to be hardwired for 24/7/365 use across citywide fleet operations. The solar canopy with chargers must include all hardware and software required for a fully functional, solar-powered EV charging system. Solar canopy will be fixed solar and carport structures that are tied to the grid and installed into the ground. This item will accommodate parking and EVSE for 6 vehicles.

### **Charging Unit**

The City will provide the level 2 charging units to be used with the canopy. Solar charging unit Vendor should be ready to work with whichever charging unit vendor the City selects. Bidders are not to include the price of the charging unit in their response.

#### Solar Unit

The solar unit should provide solar powered charging for a minimum of 6 parking spaces. DCAS may determine larger canopies are preferable, at which time the solar canopy vendor will be notified, and adjustments made. The solar unit must provide for standard 7' minimum height clearance.

The photovoltaic array system must generate a minimum of 6kW per parking space equipped with a charging port. The solar unit must also include a solar inverter; solar optimization technology; integrated battery storage; mounting and cabling; and at least four (4) 110V outlets with the option of including an additional USB port, all of which shall be under warranty for a minimum of three (3) years.

Solar canopy must consist of solar ray optimization technology to ensure maximum solar intake throughout the day. All motorized components of the solar unit must be covered and devoid of crevices that would allow for animal habitation, particularly nesting birds. The Vendor must supply netting or include protective covering for vulnerable parts, including but not limited to areas around the motor and battery. This is to ensure that open space for nesting wildlife is limited.

The solar unit must include at least four 110V outlets in addition to the Level 2 EVSE. These 110V outlets must come with doors or covers to protect them from external elements. The EVSE must provide the ability for simultaneous use of the Level 2 EV charger and 110V outlets. Placement of the 110V outlets should be accessible from ground level and allow for bicycle hook-up. Option to install a bike rack with charging capabilities should be included.

# ITEM #6: SPECIFICATION FOR GRID-TIED SOLAR CANOPY WITH CHARGING STATIONS (9) Stations

The solar canopy is to be used to provide alternate current (AC) power to battery electric, plug-in hybrid vehicles and/or e-bikes and is to be hardwired for 24/7/365 use across citywide fleet operations. The solar canopy with chargers must include all hardware and software required for a fully functional, solar-powered EV charging system. Solar canopy will be fixed solar and carport structures that are tied to the grid and installed into the ground. This item will accommodate parking and EVSE for 9 vehicles.

## **Charging Unit**

The City will provide the level 2 charging units to be used with the canopy. Solar charging unit Vendor should be ready to work with whichever charging unit vendor the City selects. Bidders are not to include the price of the charging unit in their response.

#### Solar Unit

The solar unit should provide solar powered charging for a minimum of 6 parking spaces. DCAS may determine larger canopies are preferable, at which time the solar canopy vendor will be notified, and adjustments made. The solar unit must provide for standard 7' minimum height clearance.

The photovoltaic array system must generate a minimum of 6kW per parking space equipped with a charging port. The solar unit must also include a solar inverter; solar optimization technology; integrated battery storage; mounting and cabling; and at least four (4) 110V outlets with the option of including an additional USB port, all of which shall be under warranty for a minimum of three (3) years.

Solar canopy must consist of solar ray optimization technology to ensure maximum solar intake throughout the day. All motorized components of the solar unit must be covered and devoid of crevices that would allow for animal habitation, particularly nesting birds. The Vendor must supply netting or include protective covering for vulnerable parts, including but not limited to areas around the motor and battery. This is to ensure that open space for nesting wildlife is limited.

The solar unit must include at least four 110V outlets in addition to the Level 2 EVSE. These 110V outlets must come with doors or covers to protect them from external elements. The EVSE must provide the ability for simultaneous use of the Level 2 EV charger and 110V outlets. Placement of the 110V outlets should be accessible from ground level and allow for bicycle hook-up. Option to install a bike rack with charging capabilities should be included.

# ITEM #7: SPECIFICATION FOR GRID-TIED SOLAR CANOPY WITH CHARGING STATIONS (12) Stations

The solar canopy is to be used to provide alternate current (AC) power to battery electric, plug-in hybrid vehicles and/or e-bikes and is to be hardwired for 24/7/365 use across citywide fleet operations. The solar canopy with chargers must include all hardware and software required for a fully functional, solar-powered EV charging system. Solar canopy will be fixed solar and carport structures that are tied to the grid and installed into the ground. This item will accommodate parking and EVSE for 12 vehicles.

## **Charging Unit**

The City will provide the level 2 charging units to be used with the canopy. Solar charging unit Vendor should be ready to work with whichever charging unit vendor the City selects. Bidders are not to include the price of the charging unit in their response.

#### Solar Unit

The solar unit should provide solar powered charging for a minimum of 6 parking spaces. DCAS may determine larger canopies are preferable, at which time the solar canopy vendor will be notified, and adjustments made. The solar unit must provide for standard 7' minimum height clearance.

The photovoltaic array system must generate a minimum of 6kW per parking space equipped with a charging port. The solar unit must also include a solar inverter; solar optimization technology; integrated battery storage; mounting and cabling; and at least four (4) 110V outlets with the option of including an additional USB port, all of which shall be under warranty for a minimum of three (3) years.

Solar canopy must consist of solar ray optimization technology to ensure maximum solar intake throughout the day. All motorized components of the solar unit must be covered and devoid of crevices that would allow for animal habitation, particularly nesting birds. The Vendor must supply netting or include protective covering for vulnerable parts, including but not limited to areas around the motor and battery. This is to ensure that open space for nesting wildlife is limited.

The solar unit must include at least four 110V outlets in addition to the Level 2 EVSE. These 110V outlets must come with doors or covers to protect them from external elements. The EVSE must provide the ability for simultaneous use of the Level 2 EV charger and 110V outlets. Placement of the 110V outlets should be accessible from ground level and allow for bicycle hook-up. Option to install a bike rack with charging capabilities should be included.

## REQUIREMENTS: ALL ITEMS

## Safety and Compliance

The solar and charging units must have a minimum operating temperature range of -13 degrees Fahrenheit to 122 degrees Fahrenheit and an operating humidity of at least 85 percent non-condensing.

Printed circuit boards must be coated with silicon, acrylic, or equivalent conformal coating to protect all electronic circuits from the environment.

The solar units must include manual, automatic, or remote reset capabilities to enable reset in the event of mechanical breakdown or software malfunction. Documentation explaining all reset processes is to be provided by the Vendor. Maintenance issues and error codes must provide a detailed diagnosis of the issue and steps for correction.

The E-Bike EVSE must be U.L. listed and compliant with N.E.C. Article 625 and all relevant NRTL and other industry safety standards, including but not limited to UL 508, UL 1703, UL 1741, U.L. 1973, UL 2594, UL 2231-1, UL 2231-2, U.L. 1998, UL 991, UL 2202, and UL 2251 or equivalent. Enclosures must be compliant with UL SO, Type NEMA 3R, or equivalent. EVSE must also be ADA-compliant.

Any lithium-ion battery used must be approved by the New York City Fire Department prior to installation. The battery must be placed in an elevated location to avoid flood risk and ensure that vehicles cannot damage the battery while parking. EVSE must be wind-proof up to 150 mph.

An identification plate must be included on the EVSE housing indicating the manufacturer name, equipment model and serial number, electrical rating (voltage and current), and relevant NRTL certification(s).

## Installation, Parts, and Service

Installation and initial station activation is to be performed by the Vendor.

Warranty for all parts and labor is to be provided for five years following the date of installation and must cover power modules and replacement of all defective parts at no additional cost to New York City.

The Vendor shall possess all necessary licenses, permits, certifications, and any other authorizations necessary to perform all services under warranty. Vendor shall explain its 24/7 /365 monitoring and support services to ensure the continuity of ongoing services. Vendor shall provide proof of qualifications of staff relating to services in this section.

Maximum initial service response time is to be four hours, and all repairs are to be completed within 72 hours of the service call unless otherwise agreed to with DCAS based on the complexity of a specific repair

Vendor is to provide information regarding regular, ongoing maintenance options. Such maintenance must be performed by professionals with all necessary licenses, certifications, and/or other authorizations.

Vendor is to provide orientation to city employees to ensure city employees' ability to move and repair the units properly.

Solar unit vendor will provide estimated contract pricing (refurbished and new) for all replacement parts including but not limited to:

- Solar unit battery
- Individual solar panels
- Solar panel grids
- Brackets and miscellaneous pieces
- Mounting templates
- Articulated motor (if applicable)
- Any equipment needed to move the solar unit (such as a trailer or flatbed)

Shipping is to be included in all pricing.

All parts must be available through the DCAS Strategic Parts Sourcing contract, currently with Genuine Parts Company (GPC) or with any successor vendor.

## Additional Specifications

The Vendor must report current product lead times.

The City will be pursuing Inflation Reduction Act (I.R.A.) funds to support this project. The vendors must confirm compliance with the provisions set forth in the I.R.A., including all Buy American provisions.

Vendors are encouraged to provide information on optimal site configuration, and EVSE power upgrade capacity,.

All products must be customizable with DCAS branding.