

CITY OF OLATHE PRICE AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and NovaCHARGE, Inc. hereinafter "Vendor" (each individually a "Party" and collectively, the "Parties"). City needs electric vehicle charging stations, supplies and related services, and contracts with Vendor to supply the goods or services described in **Exhibit A**, as needed and as requested by City.

1. PRICE AGREEMENT, ORDERS, AND TERM. City agrees to pay Vendor at the prices listed in **Exhibit A** to supply the goods or services described in **Exhibit A**, as needed and as requested by City. City will have no financial obligation under this Agreement until an order has been placed. Any order placed under this Agreement remains subject to any applicable procurement policies of City, including approval by the appropriate authority based on the dollar amount of the order. Any order placed pursuant to this Agreement is subject to all terms and provisions of this Agreement. This contract will be a five (5)-year contract, with the option to renew for additional contract periods upon the written agreement of both parties.

2. COOPERATIVE PROCUREMENT. This Agreement is being made based on the cooperative procurement allowed under 22-144 ("Procurement Contract") between Vendor and PAEC Florida Buy Cooperative. All terms and provisions of the Procurement Contract are incorporated by reference into this Agreement, to the extent such terms and conditions do not conflict with the terms and provisions of this Agreement. To the extent the terms and provisions of the Procurement Contract conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement will control.

3. ADDITIONAL SERVICES. Vendor may provide services in addition to those listed **Exhibit A** when authorized in writing by City.

4. BILLING. Vendor may bill City monthly for all completed work and reimbursable expenses. Vendor must submit a bill which itemizes the work and reimbursable expenses. City agrees to pay Vendor within thirty (30) days of approval by the Governing Body or other agent of City in accordance with the City's Procurement Policy.

5. PAYMENT. If City becomes credibly informed that any representations of Vendor provided in its billing are wholly or partially inaccurate, City may withhold payment of sums then or in the future due to Vendor until the inaccuracy and the cause thereof is corrected to City's reasonable satisfaction.

6. STANDARD OF CARE. Vendor will exercise the same degree of care, skill, and diligence in the performance of the work as is ordinarily possessed and exercised by a professional under similar circumstances. If Vendor fails to meet the foregoing standard, Vendor will perform at its own cost, and without reimbursement, any work necessary to correct errors and omissions which are caused by Vendor's negligence.

7. TERMINATION FOR CONVENIENCE. City may terminate this Agreement for convenience by providing fifteen (15) days' written notice to Vendor. City will compensate Vendor for all work completed and accepted and reimbursable expenses incurred to the date of its receipt of the termination notice. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed.

8. TERMINATION FOR LACK OF FUNDS. If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of work to be provided by Vendor under this Agreement, City may terminate or reduce the amount of work to be provided by Vendor under this Agreement. In such event, City will notify Vendor in writing at least thirty (30) days in advance of such termination or reduction of work for lack of funds.

9. DISPUTE RESOLUTION. The Parties agree that disputes regarding the work will first be addressed by negotiations between the Parties. If negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests. Notwithstanding any such dispute, Vendor will proceed with undisputed work as if no dispute existed, and City will continue to pay for Vendor's completed undisputed work. No dispute will be submitted to arbitration without both Parties' written approval.

10. SUBCONTRACTING. Vendor may not subcontract or assign any of the work to be performed under this Agreement without first obtaining the written approval of City. Unless stated in the written approval to an assignment, no assignment will release or discharge Vendor from any obligation under this Agreement. Any person or entity providing subcontracted work under this Agreement must comply with **Section 11 (Insurance)**.

11. OWNERSHIP OF DOCUMENTS. All final documents provided to City as part of the work provided under this Agreement, including but not limited to reports, plans, and related documents, will become City's property except that Vendor's copyrighted documents will remain owned by Vendor. Such documents must be clearly marked and identified as copyrighted by Vendor.

12. INSURANCE. Vendor and any subcontractor will maintain for the term of this Agreement insurance as provided in **Exhibit B**.

13. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Agreement, Vendor agrees to indemnify, defend, and hold harmless City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Vendor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Vendor is not required hereunder to defend City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence. City does not indemnify Vendor.

14. LIMITATION OF LIABILITY FOR BREACH OF CONTRACT OR NEGLIGENT PERFORMANCE. Any attempt to limit liability for breach of contract or negligent performance to the amount of the payment to Vendor by City is void. Any attempt to limit Vendor's liability to City for consequential, exemplary, or punitive damages, or any other measure of damages permitted by law, in any action against Vendor for breach of contract is void.

15. KANSAS ACT AGAINST DISCRIMINATION. *Unless* Vendor employs fewer than four (4) employees during the term of this Agreement, or *unless* the total of all agreements (including this Agreement) between Vendor and City during a calendar year are cumulatively less than \$5,000, *then* during the performance of this Agreement, Vendor agrees that:

- a. Vendor will observe the provisions of the Kansas Act Against Discrimination

(K.S.A. 44-1001 *et seq.*) and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;

- b. in all solicitations or advertisements for employees, Vendor will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");
- c. if Vendor fails to comply with the way Vendor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by City without penalty;
- d. if Vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by the contracting agency; and
- e. Vendor will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

16. ENTIRE AGREEMENT. This Agreement, including all documents and exhibits included by reference herein, constitutes the entire Agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to by both Parties.

17. NO THIRD-PARTY BENEFICIARIES. Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

18. INDEPENDENT CONTRACTOR STATUS. Vendor is an independent contractor and not an agent or employee of City.

19. COMPLIANCE WITH LAWS. Vendor will abide by all applicable federal, state, and local laws, ordinances, and regulations.

20. FORCE MAJEURE CLAUSE. Neither Party will be considered in default under this Contract because of any delays in performance of obligations hereunder due to causes beyond the control and without fault or negligence on the part of the delayed Party, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, tornado, epidemic, quarantine restrictions, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the delayed Party must notify the other Party in writing of the cause of delay and its probable extent within ten (10) days from the beginning of such delay. Such notification will not be the basis for a claim for additional compensation. The delayed Party must make all reasonable efforts to remove or eliminate the cause of delay and must, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

21. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Agreement and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Kansas, excluding Kansas' choice-of-law principles. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Johnson County,

Kansas.

22. SEVERABILITY. If any provision of this Agreement is determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Agreement will be unaffected and will continue to be valid and enforceable.

23. ORDER OF PRECEDENCE. If there is any conflict between the terms of this Agreement, excluding exhibits, and anything contained in the exhibits referenced herein or attached hereto, the terms and provisions of this Agreement, excluding exhibits, shall control.

[The remainder of this page is intentionally left blank.]

The Parties hereto have caused this Agreement to be executed this 13th day of

June 2024.

CITY OF OLATHE, KANSAS

By: _____
Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney or Deputy/Assistant City Attorney

NovaCHARGE, Inc.

By: *William Rigsby*
VP, Sales Operations & Inside Sales
Name and Title

4201 Vineland Rd., Suite I-5
Orlando, FL 32811

Exhibit A
Vendor's Proposal

Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Yes, I agree No, I disagree _____ Initials WR _____

7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended, contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Yes, I agree No, I disagree _____ Initials WR _____

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p.

189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that the vendor is not current listed and further agrees to immediately notify Florida Buy State Cooperative Purchasing and all participating agencies with pending purchases or seeking to purchase from the vendor if vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under stat statutory or regulatory authority other than Executive Order 12549.

Yes, I agree No, I disagree _____ Initials WR _____

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 USC 1352), vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Yes, I agree No, I disagree _____ Initials WR _____

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require confirming estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent

Q230728R3

Project: Olathe, KS 40A Chargers
Date: 3/19/2024 3:33:22 PM

Terms: Net 30 Days
Sales Rep: Will Rigsby

Contact
City of Olathe Josh Wood jwood@olatheks.org

Ship-To
FedEx Ground Josh Wood jwood@olatheks.org

Items					
Name	Description	Qty	Price	Total	
Group 1					
NC8416	NC8000 9.60kW charger with AT&T/T-Mobile Cell modem, RFID Enabled, 25' J1772 KST connector, hardwire connection	1	\$2,495.16	\$2,495.16T	
NC8316	NC8000 9.60kW charger with WIFI, RFID Enabled, 25' J1772 KST connector, hardwire connection	1	\$1,887.11	\$1,887.11T	
Universal NC Pedestal 4"	Universal 4"x 4" Pedestal Mount for NC family of EVSE. All aluminum Pedestal designed to support 2 units and their holsters.	1	\$643.85	\$643.85T	
NC8000 Extended Warranty	NC8000 Extended Warranty to 5 years	2	\$250.00	\$500.00T	
NC-SC-1X	System Commissioning per unit fee - Dual units are counted as one unit.	1	\$250.00	\$250.00	
ChargeUp Commercial 5 year	ChargeUp Newtwork Service Plan - Commercial, 5 years per port	2	\$1,400.00	\$2,800.00T	
NovaBot License 5 years	5 years of NovaBot support, per port	2	\$600.00	\$1,200.00T	
NC Custom Label	Custom Label for NC charger	2	\$0.00	\$0.00T	
Group 2					
NC8416	NC8000 9.60kW charger with AT&T/T-Mobile Cell modem, RFID Enabled, 25' J1772 KST connector, hardwire connection	1	\$2,495.16	\$2,495.16T	
NC8316	NC8000 9.60kW charger with WIFI, RFID Enabled, 25' J1772 KST connector, hardwire connection	1	\$1,887.11	\$1,887.11T	
Universal NC Pedestal 4"	Universal 4"x 4" Pedestal Mount for NC family of EVSE. All aluminum Pedestal designed to support 2 units and their holsters.	1	\$643.85	\$643.85T	
NC8000 Extended Warranty	NC8000 Extended Warranty to 5 years	2	\$250.00	\$500.00T	
NC-SC-1X	System Commissioning per unit fee - Dual units are counted as one unit.	1	\$250.00	\$250.00	
ChargeUp Commercial 5 year	ChargeUp Newtwork Service Plan - Commercial, 5 years per port	2	\$1,400.00	\$2,800.00T	
NovaBot License 5 years	5 years of NovaBot support, per port	2	\$600.00	\$1,200.00T	
NC Custom Label	Custom Label for NC charger	2	\$0.00	\$0.00T	
Group 3					
NC8416	NC8000 9.60kW charger with AT&T/T-Mobile Cell modem, RFID Enabled, 25' J1772 KST connector, hardwire connection	1	\$2,495.16	\$2,495.16T	
NC8316	NC8000 9.60kW charger with WIFI, RFID Enabled, 25' J1772 KST connector, hardwire connection	1	\$1,887.11	\$1,887.11T	
Universal NC Pedestal 4"	Universal 4"x 4" Pedestal Mount for NC family of EVSE. All aluminum Pedestal designed to support 2 units and their holsters.	1	\$643.85	\$643.85T	
NC8000 Extended Warranty	NC8000 Extended Warranty to 5 years	2	\$250.00	\$500.00T	
NC-SC-1X	System Commissioning per unit fee - Dual units are counted as one unit.	1	\$250.00	\$250.00	
ChargeUp Commercial 5 year	ChargeUp Newtwork Service Plan - Commercial, 5 years per port	2	\$1,400.00	\$2,800.00T	
NovaBot License 5 years	5 years of NovaBot support, per port	2	\$600.00	\$1,200.00T	
NC Custom Label	Custom Label for NC charger	2	\$0.00	\$0.00T	
Group 4					
NC8416	NC8000 9.60kW charger with AT&T/T-Mobile Cell modem, RFID Enabled, 25' J1772 KST connector, hardwire connection	1	\$2,495.16	\$2,495.16T	
NC8316	NC8000 9.60kW charger with WIFI, RFID Enabled, 25' J1772 KST connector, hardwire connection	3	\$1,887.11	\$5,661.33T	
Universal NC Pedestal 4"	Universal 4"x 4" Pedestal Mount for NC family of EVSE. All aluminum Pedestal designed to support 2 units and their holsters.	2	\$643.85	\$1,287.70T	
NC8000 Extended Warranty	NC8000 Extended Warranty to 5 years	4	\$250.00	\$1,000.00T	
NC-SC-1X	System Commissioning per unit fee - Dual units are counted as one unit.	2	\$250.00	\$500.00	
ChargeUp Commercial 5 year	ChargeUp Newtwork Service Plan - Commercial, 5 years per port	4	\$1,400.00	\$5,600.00T	
NovaBot License 5 years	5 years of NovaBot support, per port	4	\$600.00	\$2,400.00T	
NC Custom Label	Custom Label for NC charger	4	\$0.00	\$0.00T	
Group 5					
NC8416	NC8000 9.60kW charger with AT&T/T-Mobile Cell modem, RFID Enabled, 25' J1772 KST connector, hardwire connection	1	\$2,495.16	\$2,495.16T	
NC8316	NC8000 9.60kW charger with WIFI, RFID Enabled, 25' J1772 KST connector, hardwire connection	1	\$1,887.11	\$1,887.11T	
Universal NC Pedestal 4"	Universal 4"x 4" Pedestal Mount for NC family of EVSE. All aluminum Pedestal designed to support 2 units and their holsters.	1	\$643.85	\$643.85T	
NC8000 Extended Warranty	NC8000 Extended Warranty to 5 years	2	\$250.00	\$500.00T	
NC-SC-1X	System Commissioning per unit fee - Dual units are counted as one unit.	1	\$250.00	\$250.00	
ChargeUp Commercial 5 year	ChargeUp Newtwork Service Plan - Commercial, 5 years per port	2	\$1,400.00	\$2,800.00T	
NovaBot License 5 years	5 years of NovaBot support, per port	2	\$600.00	\$1,200.00T	
NC Custom Label	Custom Label for NC charger	2	\$0.00	\$0.00T	
				Shipping Est:	\$1,320.00
				Taxes 0%:	\$0.00
				Total:	\$59,368.67

Applicable Sales Tax to be collected at time of final invoicing.

1. Site survey and commissioning may be required for warranty activation, proper installation, and functionality of the system.
2. Pricing is valid for 60 days from date of quote generation.
3. Standard invoice terms are Net 30 days unless detailed above.
4. A late fee of 1.5% will be added monthly to past due accounts.
5. 3% additional charge for credit card processing.
6. Manufacturer provided standard warranty applies to all products.
7. All prices FOB source, customer pays freight.
8. Cell Network service or Wifi connectivity are the responsibility of the host site.
9. A Restocking / Project Cancellation Fee of 20% of the total quote amount will be applied to all returned products or in the event a customer cancels the project after product ships.
10. For any install Invoice, NovaCharge will require a 30% down payment on the signed quote (due within 10 business days of the signing of the quote or issuance of PO).
11. For any install Invoice where customer pays a down payment of 50% or more, NovaCharge will offer a 1% discount on the entire invoice, credited on the final invoice.
12. For any hardware or software Invoice where customer pays a down payment of 25%, NovaCharge will offer a 1% discount on the entire invoice, credited on the final invoice.
13. For any hardware or software Invoice where customer pays a down payment of 50% or more, NovaCharge will offer a 2% discount on the entire invoice, credited on the final invoice.

Attachment 7
Florida Buy State Cooperative Purchasing Agency
Contract Offer and Award
RFP #21-20 Electric Vehicle Supplies, Charging Stations, and Related Services
OFFER TO BE COMPLETED BY RESPONDENT

In compliance with the Request for Proposal, the undersigned warrants that I/we have examined the Instructions to Respondents and Technical Specification and being familiar with all the conditions surrounding the proposed project, hereby offer and agree to furnish all products and professional services in compliance with all terms, conditions, specifications and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance of this proposal.

The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to the Florida Buy State Cooperative Purchasing as stated in the evaluation section, will be a consideration in making the award.

This contract binds said vendor to all terms and conditions stated in the proposal and the award will be activated on the date signed by the Lead Agency of the Florida Buy State Cooperative Purchasing Program.

Company Name: NovaCHARGE, Inc.

Address 4201 Vineland Rd, Suite I-5 Phone Number 813-333-1119

City: Orlando State: FL Zip: 32811

Contract Contact Person: William Rigsby, Head of Sales Email: willrigsby@novacharge.net


Authorized Signature:  Date: 07/20/2021

ACCEPTANCE OF OFFER AND CONTRACT AWARD TO BE COMPLETED ONLY BY THE LEAD AGENCY OF FLORIDA BUY STATE COOPERATIVE PURCHASING

Your RFP for contracting services is hereby accepted by the PAEC fiscal agent and District of Record, the Washington County Florida School Board on 9-13-21. As Offeror, you are now bound to sell the materials and services listed by the attached RFP based upon the solicitation, including all terms, conditions, specifications, amendments as set forth in the Request for Proposal. The parties intend this contract to constitute the final and complete agreement between the Agency and Respondent, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remained of this contract shall not be affected thereby. The term of the agreement will be for 3 years with the option to renew for two additional 12-month terms. After the first 12 months, the contract may be cancelled by either party upon receipt of a 30-day notice provided all client obligations created under the contract have been satisfied.

Awarding Agency: PAEC fiscal agent and District of Record, the Washington County Florida School Board

Agency Executive: Herbert J. Taylor, Superintendent: Signature  Date 5/13/21

Agency Executive: John T. Selover, Executive Director, PAEC: Signature  Date 1/14/21

PAEC BD 8/18/21
WCSB 9/13/21

Contract# 22-144

Request for Proposal

Electric Vehicle Charging Stations, Supplies, and Related Services

Proposals Due: July 22, 2021
No later than 4:00 p.m. CT

RFP #21-20



Panhandle Area Educational Consortium
— PURCHASING AGENCY —

REQUEST FOR PROPOSAL

Electric Vehicle Charging Stations, Supplies, and Related Services Florida Buy State Cooperative Purchasing

RFP #21-20

RFP closing date – July 22, 2021 @ 4:00PM CT

It is the intention of the Florida Buy State Cooperative Purchasing program to establish a contract available for school districts and other eligible users for electric vehicle charging stations, supplies, and related services.

Failure to meet the following requirements will invalidate the RFP submission.

Deadline for Proposals: One (1) original, three (3) copies and one electronic copy (flash drive) must be received by **July 22, 2021, by 4:00 pm, CT**. RFPs will be opened as soon as possible following the deadline at Florida Buy State Cooperative Purchasing in Chipley, Florida. RFPs may be hand-delivered, mailed, or delivered by commercial means to the address below in a sealed envelope marked “**Sealed RFP for Electric Vehicle Charging Stations, Supplies, and Related Services RFP #21-20**” attn. **Tori Baxley**”.

Address: PAEC attn.: Tori Baxley
753 West Blvd
Chipley, Florida 32428

RFPs will be accepted up to but no later than the time indicated on the RFP. All proposals received after the time stated in the RFP **will not be considered** and will be returned to the Respondent unopened. Whether sent by mail or by means of personal delivery, the Respondent assumes responsibility for having their RFP deposited on time at the place specified. The official clock for determining the time shall be that utilized by the place RFPs are received.

All Questions concerning this RFP shall be directed only to:

RFP Coordinator: Tori Baxley
Email Address: tori.baxley@paec.org
Street Address: 753 West Blvd.
Chipley, FL 32428

No telephone correspondence is permitted. Please send questions via email.

**IMPORTANT: Proposals must be typed utilizing TIMES NEW ROMAN, 12-Point Fonts.
Handwritten proposals will NOT be accepted.**

Table of Contents

- Section 1 - Background and Project Overview
- Section 2 - Definition of Terms
- Section 3 - Terms and Conditions
- Section 4 - Vendor Profile and Experience Requirements
- Section 5 - Scope/Statement of Work
- Section 6 - Specifications
- Section 7 - General Conditions - Independent Price Determination
- Section 8 - Additional Terms and Conditions
- Section 9 - Warranty
- Section 10 - Pricing
- Section 11 - Agreement to Participate in Florida Buy State Cooperative Purchasing Program
- Section 12 - Method of Evaluation and Selection
- Section 13 - Florida Buy State Cooperative Purchasing Rights to Withdraw
- Section 14 - Additional Information
- Section 15 - Proposal Format
- Section 16 - Cancellation for Non-Performance or Contractor Deficiency/Standard Cancellation
- Section 17 - Timetable for Response

Attachments

- Attachment 1 - Proposal Checklist
- Attachment 2 - Quality Requirement Form
- Attachment 3 - Reference Sheet
- Attachment 4 - Florida Buy State Cooperative Purchasing Membership Acknowledgement Form
- Attachment 5 - Pricing Sheet
- Attachment 6 - Questionnaire
- Attachment 7 - Contract Offer and Award Letter
- Attachment 8 - Evaluation Matrix
- Attachment 9 - Affidavit of Non-Collusion
- Attachment 10 - EDGAR Form
- Attachment 11 - Deviations from Section 6 (Specifications)
- Attachment 12 – Company Information Sheet

Section 1 – Background and Project Overview

- A. The Panhandle Area Educational Consortium (PAEC) is an organization created by Florida statutes to serve the small, rural school districts in the Florida Panhandle. The Consortium is governed by the 14 school superintendents in Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Liberty, Madison, Taylor, Wakulla, Walton, Washington, and FAMU Developmental Research School. The Washington County, Florida School District is the fiscal agent for the consortium. The consortium works with the districts on several initiatives including purchasing and does so through the *Florida Buy State Cooperative Purchasing* program. The program was created exclusively to serve the needs of member and participating school districts which include all **67 school districts in Florida as well as all public, private, and charter schools. The services and the commodities awarded through the program are also made available to public colleges, universities, cities, counties, state agencies, non-profit organizations as well as other eligible entities in other states.**
- B. In 2016, the Florida Legislature recognized the authority of “*Cooperative State Purchasing Programs managed through Regional Consortium Service Organizations*” (RCSO) to serve as an option for the purchase of “*commodities and contractual services*” for district school boards and the Florida College System. This new law, **F.S. 1010.04 (1) (b)** requires such institutions “*to review pricing through state term contracts*” or RCSO.
- C. The North East Florida Educational Consortium (NEFEC), which consists of the school districts in Baker, Bradford, Columbia, Dixie, Flagler, Gilchrist, Hamilton, Lafayette, Levy, Nassau, Putnam, Suwannee, Union, P.K. Yonge DRS, and the Florida School for the Deaf and Blind, and Heartland Educational Consortium (HEC), which consists of the school districts in DeSoto, Glades, Hardee, Hendry, Highlands, and Okeechobee, partner with the Florida Buy program to extend the discounted products and services to schools, school districts, and other eligible entities in their regional educational consortiums.
- D. It is the intention of the Florida Buy State Cooperative Purchasing program to seek a proposal/s from a manufacturer, or a national distributor, or a company with distribution channels broadly scattered to serve various regions in Florida and beyond, and that provide Electric Vehicle Supplies, Charging Stations, Related Services which would include solutions that may not be identified or mentioned in the RFP. Florida Buy State Cooperative Purchasing is seeking a comprehensive and competitively solicited master agreement that offers products and services to public agencies and other eligible entities in Florida as well as other states where appropriate. The objective is to achieve cost savings through a single competitive solicitation process that eliminates the need for multiple proposals while combining the purchasing power of multiple sources and reducing the administrative costs to both vendor/partners and eligible buyers.
- E. Components of this solicitation shall include, but not be limited to, a full line of Electric Vehicle Supplies catalog with best-in-class suppliers, Electric Vehicle Charging Stations certified for AC Level 1, Level 2 and DC Fast Charge, which will also include installation and maintenance. A catalog RFP is utilized when the products and/or services solicited are clearly identified with set and specific characteristics, attributes and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The Respondent offers a fixed discount(s) off retail price or prices in a Commercially Available Catalog. The discounts may be for the entire

Commercially Available Catalog, for specific products, product lines, manufacturers or category of products as determined by the Respondent.

Section 2- Definition of Terms

- A. **PAEC (Panhandle Area Educational Consortium):** A regional educational consortium legislatively created by Florida Statute and governed by the school superintendents from districts that comprise the consortium. PAEC manages many initiatives for the consortium, including the Florida Buy State Cooperative Purchasing program.
- B. **Florida Buy State Cooperative Purchasing:** The program managed by PAEC to secure cooperative purchasing agreements on behalf of Florida schools and other eligible entities.
- C. **Respondent:** The entity responding to this solicitation and ultimately placed under contract with an eligible entity electing to utilize the contract.
- D. **RFP:** A *request for proposal* is a document that an organization provides to announce a new project opportunity through a bidding process to interested parties and is often used when agency is seeking solutions for needed products and services.
- E. **Buyer:** The eligible entity choosing to utilize the contract and agreement with the Respondent.
- F. **Intergovernmental Cooperative Purchasing Agreement:** An agreement entered into by Florida Buy State Cooperative Purchasing and other eligible purchasing cooperatives or state purchasing agencies to expand the use of the awarded contract to other regions nationally and within the state of Florida.
- G. **Awardee:** Respondent/s selected by the evaluation committee to be awarded a contract based on the responses provided in the RFP
- H. **Published List Price:** The current pricing advertised or offered by the Respondent to general customers.
- I. **Performance and Payment Bond:** As required by state or local law, Respondent shall, at the receipt of a Buyer purchase order, furnish the Buyer on whose behalf the purchase order is issued, a corporate surety bond in the full amount of the purchase order for the faithful performance of the contract, as conditioned below. The surety must be authorized to do business in the State of Florida and be satisfactory to Buyer. Each bond shall be in the form required by the State of Florida.
- J. **EV:** Electric Vehicle

Section 3 – Terms and Conditions

- A. **Delivery Date:** Written responses must be delivered **no later than 4:00 p.m. central time on July 22, 2021. The Respondent(s) will provide an electronic copy, one (1) original, and three (3) copies to:**

Address:

Panhandle Area Educational Consortium
753 West Blvd
Chipley, Florida 32428
Attn: Tori Baxley

- B. Mailing of Proposals: All proposals submitted in response to the solicitation must be clearly identified as listed below with the solicitation number, title, name, and address of the company responding. All packages must be clearly identified as listed below, sealed, and delivered to the Panhandle Area Educational Consortium office no later than the submittal deadline assigned for this solicitation. **Proposals received after this date will be rejected.**

From _____
Company Address _____
City, State, Zip _____
Solicitation Name and Number _____

- C. Questions regarding this RFP will be submitted in writing to Tori Baxley at tori.baxley@paec.org. The last day for questions will be **no later than 4:00 PM CT on July 8, 2021**. The questions along with responses will be compiled and maintained under this announcement on the Florida Buy State Cooperative Purchasing website at www.floridabuy.org.
- D. **Duration:** The term of the agreement will be for 3 years with the option to renew for two additional 12-month terms.
- E. The Respondent must provide evidence that his/her company has the financial resources and capacity to affectively perform the Scope of Work and provide the services outlined in this RFP.
- F. Florida Buy State Cooperative Purchasing does not guarantee usage of this contract. Usage will depend on the actual needs or desires of eligible users of the contract and the value offered by the proposer.
- G. Florida Buy State Cooperative Purchasing reserves the right to offer multiple awards under this solicitation.

Section 4 – Vendor Profile and Experience Requirements

A. Provide a cover letter and narrative outlining the specific experience and qualifications listed below:

1. Experience providing Electric Vehicle Electric Charging Stations, Supplies, and Related Services to schools, governmental entities, and non-profit organizations.
2. Experience in evaluating, consulting, and providing appropriate product recommendations to meet customer needs and expectations.
3. Experienced staff with appropriate licensing and credentials to perform all work associated with the scope.
4. Experience in management of large-scale projects.

5. Quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. **Please complete the Quality Requirements in Attachment 2 and submit it with your completed response.**
 6. Provide a copy of all current licenses, registrations and certifications issued by federal, state, and local agencies, and any other licenses, registrations, or certifications from any other governmental entity with jurisdiction, allowing Respondents to perform the covered services.
- B. The Respondent will provide a minimum of three references from schools, school districts, colleges, universities, or other eligible entities that have utilized services provided by the Respondent. **Please use Attachment 3** provided with this solicitation.
- C. Include in the cover letter to your response a statement that you have read and understood the RFP and are able to provide the services and products requested. Your letter should note any exceptions and must be signed by the individual who will have overall responsibility and accountability for all services to be provided. Provide a brief description of your company and its capabilities. **Complete the questionnaire in Attachment 6.**
- D. If the Respondent is a provider of EV Supplies, Electric EV Charging Stations, and Related Services through a network of independent dealers, **a statement regarding the extent to which the independent dealers will offer their services and products to schools, school districts, cities, counties, and other eligible entities to the various regions in Florida and beyond should be included in the narrative.**

Section 5 – Scope/Statement of Work

- A. The Florida Buy State Cooperative Purchasing program is actively seeking proposals and turn key solutions from qualified suppliers of EV Supplies, Electric Vehicle Charging Stations, and Related Services to install, operate, and maintain Alternating Current (AC) Level 1, Level 2 and/or Direct Current (DC) Fast Charge (high-current charging) electric vehicle charging stations for select locations at public sector buildings, properties, or other locations based on the needs and desires of schools, cities, counties, other public sector entities and non-profit organizations.
- B. The Florida Buy State Cooperative Purchasing program will offer through an established purchasing agreement, the services provided by the selected Respondent/s that possess the capabilities of installation, operation, and maintenance of self-service AC Level 1, Level 2 and/or DC Fast Charge, EV supplies, and related products for select locations at public sector buildings, properties, or other locations based on the needs and desires of schools, cities, counties, other public sector entities and non-profit organizations.
- C. Solutions sought for this RFP shall be those accepted through guidelines set forth by the EV supply equipment and related services industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional, and anticipated standards, needs, expectations, and requirements of Florida Buy State Cooperative Purchasing and the eligible users of the established contract resulting from this RFP.

- D. The Respondent should demonstrate that it possesses the necessary resources to, and agrees to, provide a comprehensive training and support program on the operation, and use of the contract agreement.
- E. Respondent agrees to provide current and updated prices to Florida Buy State Cooperative Purchasing routinely and to contract customers upon their request.
- F. Respondents are encouraged to propose materials, products, or materials of comparable type, function, and quality **unless the buyer prohibits substitution.**
- G. New products may be added at the established discounts. Discontinued products may be removed from the catalog.

Section-6 - Specifications

- A. The proposer must check either the “Comply” or “Deviate” box for each specification item. **All deviations must be noted and explained on the attached form entitled “Deviations” at the end of this solicitation package to be considered. (See Attachment 11: Deviations from Section 6)**

Item	Description	Comply	Deviate
A.1	The Respondent will have access to a full inventory of the requested product line.	Y	
A.2	Electric Vehicle charging station infrastructure for AC Level 1 and 2 and/or DC Fast Charge that is open to all drivers without requiring subscription as well as stations requiring payment by credit card or mobile app.	Y	
A.3	Provide AC Level 2 charging that transfers 240 volts (up to 19.2 Kw) of electricity from the electrical grid to vehicle batteries (recharging vehicles faster than AC Level 1) and/or DC fast charging that transfer a high voltage (typically 400-500 volts or 32-100Kw, depending on the electrical current) of direct current to vehicle batteries.	Y	
A.4	The Respondent must be a manufacturer or a manufacturer’s authorized sales and service dealer for all proposed products. An authorized sales and service dealer is defined in this solicitation as one purchasing their products for resell directly from the manufacturer(s) or the manufacturer’s approved channels. Products that result from new authorized sales and service dealer arrangements between the Respondent and the manufacturer during the term of this contract may be added and offered through the Florida Buy State Cooperative Purchasing contract.	Y	
A.5	If the Respondent intends to utilize independent agents/distributors, sub-contractors and/or third-party agents to perform and/or provide any part of the products and services.	Y	
A.6	Optional services must be identified separately and must include clear descriptions of proposed services.	Y	

Item	Description	Comply	Deviate
A.7	Comply with relevant regional or local standard for electrical connectors, such as SAE Surface Vehicle Recommended Practice J1772, SAE Electric Vehicle Conductive Charge Coupler.	Y	
A.8	The equipment/components can be listed by Underwriters Laboratories (UL) or any Nationally Recognized Testing Laboratory (NRTL) that meets the requirements of OSHA in 29CFR 1910.7 for the use of "Electric Vehicle Charging Stations".	Y	
A.9	Minimum 18' cable length with automatic retraction to keep cables from lying on the ground.	Y	
A.10	Provide a system that will virtually allow for monitoring of electric vehicle charging usage and reporting functionality as well as payment and occupancy. <ul style="list-style-type: none"> · Accessible to all members of the public without subscription-based membership · Must operate on a cloud-based and networked for remote management. · Capable of accepting and processing secure point of sale transaction payments of all major credit cards, P-cards, as well as digital forms of payment such as those made via apps. 	Y	
A.11	Screen display(s) shall be user-friendly and easy to operate. Displays shall be LCD, LED or equivalent, and shall be readable in direct sunlight and at night.	Y	
A.12	Security design that is both tamper-proof and vandalism-proof, such as tamper-resistant screws, anti-vandalism hardware, locked enclosures, and graffiti-resistant coating.	Y	
A.13	The Respondent must maintain a toll-free support line open during regular business hours Monday through Friday.	Y	
A.14	If the Respondent makes an error in pricing (typographical or photographic error, for example), the Buyer reserves the right to return the product. The Respondent agrees to pay for cost of any returned product due to a pricing error.	Y	
A.15	The Respondent shall provide a Safety Data Sheet (SDS) for all items sold, if required. A separate sheet shall be provided for each individual item when purchase is made.	Y	
A.16	Proposals shall contain detailed technical descriptions of charging stations proposed, including compliance with specifications listed above, energy delivery speed and time to charge an average electric car battery, the useful life of all components, the system's payment and usage model, and a full description of hardware and software used in networking and data capture. If the Proposal does not meet one of the technical specifications described above, a full explanation of the reasons why should be included in the Proposal.	Y	

Section 7- General Conditions

- A. **Respondent agrees to provide a spreadsheet containing all the items under contract, when requested, with up-to-date pricing for verification of current published list price.**
- B. The successful Respondent shall be responsible for providing all necessary personnel, materials, equipment, supervision, insurance, and services, as outlined to accomplish the work in accordance with the specifications contained in this RFP.
- C. By submission of this proposal, the Respondent certifies the following:
 - 1. The prices in this RFP have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restriction competition, as to any matter relating to such prices with any other bidder or with any competitor.
 - 2. Unless otherwise required by law, the prices which have been quoted in this RFP have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to opening, directly or indirectly to any other Respondent or to any competitor.
 - 3. No attempt has been made or shall be made by the Respondent to induce any other person or bidder to submit or not to submit a proposal for the purpose of restricting competition.

Section 8- Additional Terms and Conditions

- A. All terms and conditions may be modified and revised by Florida Buy State Cooperative Purchasing with the written consent of both the Cooperative and the Awardee.
- B. Florida Buy State Cooperative Purchasing, at its discretion, may offer the use of the awarded agreement to governmental entities such as state agency purchasing programs, to extend the use of the contract to eligible users. This option will be referred to as an Interlocal Agreement. Under such conditions, the participating agency may, with written consent from the Awardee, modify and revise the terms and conditions of the master agreement.
- C. Other state and public agency purchasing cooperatives utilizing the contract through their program, may require additional administrative fees, associated with sales, to be paid by the Awardee for the management of the contract. The Awardee will be notified in writing and will have the option of accepting or rejecting the Interlocal Agreement program fees.
- D. If the original Vendor/Awardee sells or transfers all assets and interests or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract.
- E. Florida Buy State Cooperative Purchasing reserves the right to reject the acquiring person or entity as a Vendor/Awardee. A change of name agreement will not change the contractual obligations of the Vendor/Awardee.

- F. The Awardee, may, upon entering negotiations with qualified buyers, amend their prices to offer volume discounts below the lowest unit rates established in the pricing portion of this agreement.
- G. The Respondent shall endeavor to provide a safe, healthful, and productive work environment for its employees by supporting maintenance of a Drug-Free Workplace as defined by the Florida Drug-Free Workplace Act, Florida Statute 112.0455.
- H. The Respondent must comply with all Occupational Health and Safety Administration (OSHA) standards.
- I. The Respondent shall assure that its employees have received the necessary safety equipment required for the work described by the Contract Document. Personnel must be trained in the hazards associated with installation products.
- J. The Respondent shall always maintain a copy of all current Material Safety Data Sheet (MSDS) documentation and safety certifications at the site, as well as comply with all other site documentation requirements of the OSHA programs and this specification.
- K. The Respondent shall adequately protect the client's property and shall be responsible for the cost arising out of any damage or injury due to neglect.
- L. Employees, installers, or any other personnel involved with the project, while working on school campuses, will be subject to and must comply with the Jessica Lunsford Act as described in Florida Statutes 1012.465.
- M. The Respondent must provide insurance certifications reflecting coverage for worker's compensation, applicable to the state law, commercial general liability for bodily injury and property damage with limits not less than \$1,000,000 single limit per occurrence or required by entities utilizing the Florida Buy State Cooperative Purchasing contract. The certifications should also provide evidence of coverage for not less than \$1,000,000 automobile liability for bodily injury and property damage.
- N. Individual entities utilizing the contract may request verification of insurance amounts exceeding those contained in the documents submitted. If, requested, these documents will be required to be submitted prior to the commencement of work.
- O. The Respondent will not discriminate against any employee or applicant for employment because of race, creed, color, religion ancestry, sex, national origin, affection preference, disability, age, marital status, or status regarding public assistance or as a disabled veteran.

Section 9- Warranty

- A. All products and services should carry a minimum industry standard warranty that includes materials and labor. The Respondent has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer.

- B. **Additional Warrants:** The Respondent warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, the Respondent warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

Section 10- Pricing

- A. A separate pricing sheet is attached and must be completed by the Respondent. The Respondent must submit a percentage discount from catalog pricing. **Attachment 5 must be completed.** It is understood that percentage discounts may vary based on manufacturers cost to the Respondent. If so, please indicate on the pricing sheet such variations. It is also acceptable to list categories instead of individual items if the percentage discount is included on the worksheet.
- B. The pricing offered under this award must be compatible with the lowest unit rates available under any other cooperative agreement utilized by the awardee.
- C. Please list any other contracts and the pricing formulas for any other contracts you possess with other purchasing cooperatives or agencies. **(See Attachment 6, number 20.)**
- D. Pricing will be based on a percentage discount from a published Manufacturer's Retail Price (MSRP) or standard list pricing and cover the cost of both materials, installation, maintenance, and cleanup. The Respondent must provide verifiable evidence to support the discount compared to list pricing.
- E. Catalog pricing allows for supplies, charging units, and related products, that have yet been developed to be added to the catalog once they come available. Conversely, it allows for items to be removed once obsolete.
- F. Shipping may be priced separate but should be at cost with no mark up.

Section 11- Agreement to Participate in the Florida Buy State Cooperative Purchasing Program

- A. The Awardee(s) agrees to sign contact acknowledgement form with the Florida Buy State Cooperative Purchasing and pay an administrative fee for sales and services generated from this contract. This fee is not to be added to the invoice of any entity choosing to use this agreement and will be equal to 2% of the invoice and be paid to Florida Buy State Cooperative Purchasing on a quarterly basis. The Awardee will be provided a template for reporting sales, and it will include the entity using the contract, the date of service, and the savings to the school district and other eligible users. Florida Buy State Cooperative Purchasing extends the authority for the Awardee to use the contract for eligible entities outside of Florida provided 2% administrative fee is paid.
- B. The Florida Buy State Cooperative Purchasing program will promote the products and services consistent with all other entities enrolled and contracted through the program and

provide information on www.floridabuy.org which will contain general information about the services performed along with contact information of the awardee.

- C. The Awardee will provide any state, county, special district, local government, school district, private K-12 school, charter school, technical or vocational school, higher education institution, (including community colleges, colleges and universities, both public and private), other government agencies, non-profit organizations, and other eligible entities under contract to perform services on behalf of an eligible entity that is required contractually to follow state procurement regulations, with the option to purchase at the same terms, conditions, and pricing submitted with this proposal. It is further understood that Florida Buy State Cooperative Purchasing, as the awardee, hereby grants the utilization of this agreement, as permitted by applicable law, to any of the aforementioned entities.
- D. The Awardee shall **sign an acknowledgement form (Attachment 4)** stating full understanding of the relationship between the Awardee and the Florida Buy State Cooperative Purchasing program.

Section 12- Method of Evaluation and Selection

- A. Responses will be weighed on the experience and references provided.
- B. The Respondent will be evaluated on the capacity in which the scope of work and specifications can be performed as well as the quality and quantity of the workers who perform the work.
- C. The Respondent will be evaluated based on warranty information.
- D. The Respondent will be evaluated based on certifications and compliance with national standards.
- E. The Respondent will be evaluated based on the variety and volume of products/services offered.
- F. The Respondent will be evaluated by the lowest prices offered based on the standards established in the scope of work and the greatest discounts offered.
- G. The Respondent will be evaluated on the extent that the products and services offered can be extended statewide or in other states, where appropriate and law allows.
- H. The Respondent will be evaluated on adherence to the specifications and scope of the RFP.
- I. The RFP will be opened as soon as possible following the deadline. The award will be based on the aggregate on the number of points that are submitted by each independent evaluator.
- J. **Handwritten responses will not be evaluated. RFP Documents can be provided in a Microsoft Word document if requested after the RFP release date.**

Section 13- Florida Buy State Cooperative Purchasing Rights to Withdraw

- A. The Florida Buy State Cooperative Purchasing Program reserves the right to withdraw this RFP notwithstanding anything contained herein to the contrary; to find that any or all the Respondents are unqualified to provide the services; to reject any or all Responses, in whole or in part; to refrain from awarding any contract for services; and/or to exclude any or all Respondents from inclusion in this RFP.
- B. Florida Buy State Cooperative Purchasing reserves the right to request clarification on any response to the RFP.

Section 14-Additional Information

- A. Florida Buy State Cooperative Purchasing reserves the right to accept modification and clarifications of the responses when determined such action would be in the best interest of Florida Buy State Cooperative Purchasing and further reserves the right to waive any non-conformity in a response.
- B. Florida Buy State Cooperative Purchasing reserves the right to award multiple vendors.
- C. Questions regarding the RFP should be address to **Tori Baxley** at tori.baxley@paec.org. **The last day for questions will be July 8, 2021. In the subject line, please write: Questions regarding RFP #21-20.** Responses will be posted along with questions on the Florida Buy State Cooperative Purchasing website: www.floridabuy.org.
- D. Florida Buy State Cooperative Purchasing prohibits harassment and discrimination on a basis of race, color, religious creed, age, marital status, or veteran status, national origin, sex, ancestry, sexual orientation, or past or present physical or mental disability in accordance with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1973, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1991, and all applicable state laws.
- E. Respondents and staff will be required to comply with Florida laws (Jessica Lunsford Act under Section 1012.465, 1012.467, and 1012.468 Florida Statutes) requiring background checks for workers performing tasks on school campuses.
- F. Small and minority businesses and women's business enterprises are encouraged to participate in this solicitation.
- G. Sign the **Contract Offer and Award Letter (Attachment 7)** and include it with your response. The Respondent must sign and have notarized the Affidavit of Non-collusion found in **Attachment 9**.
- H. **Certification regarding debarment, suspension, ineligibility, and voluntary exclusion.** Federal money may potentially be used to pay for all or part of the work under the Contract, therefore the Respondent certifies that it complies with federal

requirements on debarment, suspension, ineligibility, and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. The Respondents' certification is a material representation upon which the Contract award will be based.

Section 15-Proposal Format

- A. Responses must be provided in a three-ring binder or report cover using **8.5 x 11 paper** clearly identified with the name of the Respondent's company and the solicitation name and number on both the outside front cover and vertical spine. Type set should be **Times New Roman 12pt.** All responses should be delivered using standard carriers or hand delivered. **No electronic submissions (e-mail) will be accepted.**
- B. Include a copy of the entire RFP document that you are responding to, prior to your tabulated response. Tabs should be used to separate the proposal into sections. Must include an electronic version of your response on a flash drive.

Section 16- Cancellation for Non-Performance or Contractor Deficiency/Standard Cancellation

- A. Florida Buy State Cooperative Purchasing may terminate the agreement with the awarded Respondent/s if awardee/s have not utilized the contract, or if purchase volume is determined to be of low volume in any 12-month period. Furthermore, Florida Buy State Cooperative Purchasing reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term, or condition of the contract.
- B. Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Section 17- Timetable for Response

- A. Florida Buy State Cooperative Purchasing anticipates proceeding in a manner consistent with the following timetable. The timetable is subject to change at Florida Buy State Cooperative Purchasing's sole discretion.
 - 1. RFP advertised and released **June 10, 2021.**
 - 2. Last day for questions: **July 8, 2021, by 4:00 pm CT**
 - 3. Response deadline: **July 22, 2021, by 4:00 pm CT**

Award information will be made available to school districts and municipalities as soon as possible after the review, evaluation, and award via the Florida Buy State Cooperative Purchasing web page at www.floridabuy.org.

Attachments

Attachment 1
Florida Buy State Cooperative Purchasing Agency
PROPOSAL CHECKLIST

The following items/submittals are required to be qualified as a Respondent to the RFP. The Respondent must submit an electronic version (flash drive) of their proposal as well as one (1) original copy, and three (3) copies by the due date and time listed in the RFP by standard mail (USPS, FedEx, UPS, or in person). Written submissions must follow the format listed in the RFP which is 12-point Times New Roman font. **Submission made via email will be rejected.**

Please take a moment to review the checklist and indicate WITH A MARK (✓) that all the required documents have been included with your submission.

Your proposal should include the following:

- NARRATIVE:** The Narrative should outline capabilities, past experience in providing Electric Vehicle Supplies, Charging Stations, and Related Services, and complete information relative to and addressing the scope and specifications.
- Information regarding current licenses, registrations and certifications issued by federal, state, and local agencies.
- Liability and Worker's Compensation Certificates
- Description of which regions (state and national) your company can service.
- Attachment 1- Proposal Checklist
- Attachment 2- Quality Requirement Form
- Attachment 3- Reference Sheet
- Attachment 4- Membership Acknowledgement Form
- Attachment 5- Pricing Sheet
- Attachment 6- Questionnaire
- Attachment 7- Contract Offer and Award
- Attachment 9- Signed Non-Collusion Affidavit
- Attachment 10- Signed EDGAR form
- Attachment 11-Deviations from Section 6 (Specifications)
- Attachment 12-Company Information Sheet

Attachment 2
Florida Buy State Cooperative Purchasing Agency
QUALITY REQUIREMENT FORM

Quality Requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. The completed Quality Requirement form MUST be submitted with your response.

Quality Requirements		Yes	No
1	Minimum of 5 years of experience in providing multiple options for Electric Vehicle Supplies, Charging Stations, and Related Services	√	
2	References have been provided.	√	
3	Dun/Bradstreet Number and Date Granted.		√
4	Certificates of Insurance (Liability, Workers Compensation, Auto)	√	
5	Certifications to perform the work outlined in the Scope and Specifications	√	

Attachment 3
Florida Buy State Cooperative Purchasing Agency
REFERENCE FORM

Respondent: NovaCHARGE, Inc
Provide references from no less than three (3) schools, school districts, or other eligible entities.

Reference University of Florida Contact Matthew Williams

Address: Gainesville, FL Phone 352-392-7578 (office)

Email: miwilliams@ufl.edu

Description and date(s) of services provided: NovaCHARGE provided EVSE hardware for the University of Florida following a competitive bid process, which NovaCHARGE won. Program started in 2015 and NovaCHARGE provided over 2 dozen EVSEs around the campus.

Reference University of Tampa Contact Martin Sorrentino

Address: 200 N Edison Ave, Tampa, FL 33602 Phone (813) 253-3032

Email: msorrentino@ut.edu

Description and date(s) of services provided: NovaCHARGE recently began providing the University of Tampa with EV charging hardware. First units delivered in June of 2021. NovaCHARGE also introduced University of Tampa to a local utility incentive program, to which they applied and are are waiting to see if they qualify. NovaCHARGE previously worked with contact during his employment with the City of St Petersburg, FL.

Reference University of South Florida Contact John Luksas

Address: 4202 E Fowler Ave, Tampa, FL 33620 Phone 813-974-6567

Email: jluksas@usf.edu

Description and date(s) of services provided: NovaCHARGE provided USF with EVSE Equipment as part of a Federal Grant program in 2011. In 2018/2019, NovaCHARGE replaced 10 existing stations around campus with new hardware.

Attachment 4
Florida Buy State Cooperative Purchasing Agency
MEMBERSHIP ACKNOWLEDGEMENT FORM

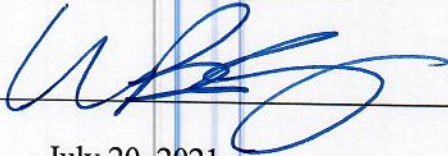
I fully understand and agree that an award of the RFP requires participation in the Florida Buy State Cooperative Purchasing program and a 2% Administrative Fee for sales generated off this contract will be paid quarterly to the Panhandle Area Educational Consortium's Florida Buy State Cooperative Purchasing program, along with a sales report (a template of which will be provided by Florida Buy State Cooperative Purchasing) for contract management, marketing, and facilitation of this agreement. The fees will be based off the actual amount invoiced to the entity utilizing the contract and the 2% fee is not to be added to the invoice or otherwise passed to any entity choosing to use this agreement.

I fully understand that the award and contract are approved by a single governmental entity, the Washington County, Florida School District as PAEC's fiscal agent (and lead agency), and are only available for use and benefit of all entities complying with state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, all other governmental entities and other entities contractually performing work on behalf of an eligible entity provided all state and local public procurement regulations are followed).

I also understand that the contract/agreement may be utilized for eligible entities outside of the state of Florida provided it is allowed under such state's procurement laws and under the same terms and conditions of this agreement.

Print Name William Rigsby

Signature



Date July 20, 2021

Attachment 5
Florida Buy State Cooperative Purchasing Agency
RFP #21-20 Electric Vehicle Supplies, Charging Stations, and Related Services
PRICING SHEET

General Comparison Worksheet

Please use this worksheet or compatible worksheet to list pricing proposals. It may be expanded to add other options/products. This is for comparative analysis only.

Company Name: NovaCHARGE, Inc.						
	Product	Quantity	Labor and intangible costs	Published List Price	Contract Price	Percentage Discount
A	NC7000-B 18' -Non-networked EV charging station. 18' cordset No RFID reader 3yr warranty	1	n/a	\$1,035.00	\$931.50	10%
B	NC7X02-FG -Networked EV charging station, Gateway Config, 25' cordset, no RFID reader 4yr warranty	1	n/a	\$2,725.00	\$2,180.00	20%
C	NC7002-FC -Networked EV charging station, Client Config, 25' cordset, no RFID reader 4yr warranty	1	n/a	\$2,023.00	\$1,618.40	20%
D.	NC7X12-FG -Networked EV charging station, Gateway Config, 25' cordset, with RFID reader 4yr warranty	1	n/a	\$3,029.00	\$2,423.20	20%
E.	NC7012-FC -Networked EV charging station,	1	n/a	\$2,152.00	\$1,721.60	20%

	Client Config, 25' cordset, with RFID reader 4yr warranty					
F.	NC Universal Pedestal Pre-drilled to hold 2 NC7000 EVSEs High Velocity wind rated for FL coastal regions	1	n/a	\$595.00	\$535.50	10%
G.	NC7000 Cable Management System 1 Post Per EVSE	1	n/a	\$562.50	\$450.00	20%
H.	NC7000 Extended Warranty (1 additional year)	1	n/a	\$250.00	\$175	30%
I.	BTC 50kW DCFC 480v Chademo / CCS1 -Includes: OCPP Ver 1.6 15" High-Resolution Color Touchscreen LCD Cellular Modem Credit Card and RFID Reader Cord Retraction	1	n/a	\$30,750.00	\$27,675.00	10%
J.	BTC 100kW DCFC 480v Chademo / CCS1 -Includes: OCPP Ver 1.6 15" High-Resolution Color Touchscreen LCD Cellular Modem Credit Card and RFID Reader	1	n/a	\$52,000.00	\$46,800.00	10%

	Cord Retraction					
K.	BTC 100kW DCFC 480V CCS1 / CCS1 -Includes: OCPP Ver 1.6 15" High-Resolution Color Touchscreen LCD Cellular Modem Credit Card and RFID Reader Cord Retraction	1	n/a	\$52,000	\$46,800.00	10%
L.	Efacec QC45 UL Chademo / CCS1 -Includes: 4G LTE Modem Programmed for OCPP Network TFT Color Display	1	n/a	\$30,000	\$27,000	10%
M.	ChargeUP 1yr L2 -Price is per L2 Port	1	n/a	\$280.00	\$280.00	0%
N.	ChargeUP 2yr L2 -Price is per L2 Port	1	n/a	\$560.00	\$532.00	5%
O.	ChargeUP 3yr L2 -Price is per L2 Port	1	n/a	\$840.00	\$756.00	10%
P.	ChargeUP 4yr L2 -Price is per L2 Port	1	n/a	\$1,120.00	\$980.00	15%
Q.	ChargeUp 5yr L2 -Price is per L2 Port	1	n/a	\$1,400.00	\$1,190.00	15%
R.	ChargeUP 1yr DCFC -Price is per DCFC	1	n/a	\$499.00	\$499.00	0%
S.	ChargeUP 2yr DCFC -Price is per DCFC	1	n/a	\$998.00	\$998.00	0%
T.	ChargeUP 3yr DCFC -Price is per DCFC	1	n/a	\$1,497.00	\$1,497.00	0%
U.	ChargeUP 4yr DCFC -Price is per DCFC	1	n/a	\$1,996.00	\$1,996.00	0%
V.	ChargeUP 5yr DCFC -Price is per DCFC	1	n/a	\$2,495.00	\$2,495.00	0%

Attachment 6
Florida Buy State Cooperative Purchasing Agency
RFP #21-20 Electric Vehicle Supplies, Charging Stations, and Related Services
QUESTIONNAIRE

Instructions: Please complete the questionnaire below by placing your company's answers in the correlating response column.

Responding Company's Name:	
Instructions: For those responding to the RFP, please respond to the questions below.	NovaCHARGE, Inc.
Question	Response
1. As you envision it, what is your company's role in the partnership with Florida Buy State Cooperative Purchasing? Please include sales and marketing strategies.	<p>NovaCHARGE's role in the partnership includes promoting the program to across our various marketing channels.</p> <p>NovaCHARGE envisions to market this contract with the assistance of our marketing agency to create materials for e-distribution as one part of our marketing strategy. NovaCHARGE would also ensure our involvement in the program was present on our website.</p> <p>NovaCHARGE is already working with certain educational facilities and having this ability to utilize the contract would be beneficial for the end customer, Florida Buy State Cooperative Purchasing, and NovaCHARGE.</p>
2. Does your company have the capability to provide training on how to use the Cooperative Contract?	Yes, NovaCHARGE will entrust one person within the company to learn the contract and subsequently educate NovaCHARGE staff as well as potential agencies/locations to participate in the contract.
3. Describe the warranties on your products.	NovaCHARGE family of networked stations come standard with a 4-year parts-only warranty (3-year for basic stations). There is an optional 1-year warranty for a total of 5 years coverage (extended warranty for basic stations not applicable). Maintenance and labor plans are available at an additional cost.
4. Describe your company's ordering process and what methods can be used by members to place or create orders?	NovaCHARGE accepts Purchase Orders or signed quotes as basis for an order. If Florida Buy State Cooperative Purchasing wishes us to provide a detailed price list for agencies to purchase from, NovaCHARGE will do so. Purchases typically come from NovaCHARGE; however, if a price list is requested and agencies

	send a Purchase Order to NovaCHARGE without a prior quote, NovaCHARGE will ensure the product ordered matches the customers needs before processing.
5. Does your company offer online ordering?	While there is no e-commerce site, customers may request a quote for product through NovaCHARGE's website.
6. Does your company have regional sites around Florida and equipped for rapid response if desired by a customer?	NovaCHARGE is headquartered in Orlando, FL where I-4 and the Florida Turnpike intersect. We chose this location for its proximity to reach any part of the state within a reasonable timeframe.
7. Please explain the process of responding to a work order.	NovaCHARGE aims to minimize truck-rolls for customers. With our networked hardware, NovaCHARGE can remotely diagnose issues and repair them without having to dispatch to the field. If a dispatch is required, NovaCHARGE will dispatch within 48 hours once identifying the issue at hand.
8. What are your payment terms?	Standard payment terms are Net-30. We can offer terms up to Net-45 or a percentage discount for pre-payments, or payments within Net-15.
9. Does your company accept payment by procurement/credit card? If so, is the member assessed a fee for purchasing with a procurement/credit card?	Yes. NovaCHARGE accepts payments via procurement/credit card. There is an assessed fee for this service. The percentage rate is 5%.
10. Does your company offer any prompt payment discounts? If so, please describe.	Yes. There is a prompt payment discount of 2% for pre-payments, or payments within Net-15.
11. Does your company require a minimum order? If so, what are your minimum order requirements? If the minimum is not met, what surcharge would you assess?	No. NovaCHARGE does not require a minimum order.
12. Briefly explain your policy and the lead time required from a member placing an order to receipt of products/services.	Orders are processed in the order by which they are received. Lead times vary depending on size of order and if customer opts to have special logo applied to their charging stations. Lead times average between 2 and 3 weeks at present.
13. Does your company assess fuel surcharges for responses? If so, what is the charge?	No. Fuel surcharges are not assessed.
14. At times there are issues with service? Please describe your process for addressing these issues.	If there is an issue with service dispatch, NovaCHARGE will communicate any issues to the customer to keep them informed of the situation along with an expected resolution timeframe.
15. State your company's process for handling dissatisfied customers.	NovaCHARGE aims to ensure all customers are satisfied in order to build a longstanding relationship with them. In the event of a customer that is less than satisfied, we will determine the

	customer's needs and find the best solution for all parties involved.
16. State your company's process for introducing new products to the list of services you offer.	NovaCHARGE listens to customer's requests and will create new products/features, should the requests warrant product development. As new products are nearing launch, NovaCHARGE will quietly present those features to customers who requested to gauge interest and at time ask if they would like to participate in a pilot opportunity. At time of launch, NovaCHARGE will do a full press announcement with these new products or features.
17. Would your company consider a dedicated inside sales representative that would be familiar with the Florida Buy State Cooperative Purchasing contract/program and our membership, be empowered to handle situations as a regular sales account representative would, and be available for quick responses to member inquiries and questions?	NovaCHARGE planned to have a dedicated sales representative to manage the Florida Buy State Cooperative Program as well as have backup support available to ensure any questions, or orders were processed in a timely manner.
18. Would your company be willing to work with each of the Florida regions on sending/ mailing out printed material to Cooperative members?	Being a "green tech" company, we prefer to send correspondence digitally; however, we would be willing to send marketing materials on recycled papers.
19. Please describe what your company envisions as a 30-day roll-out and marketing plan. Do you believe your company has enough staff that will be dedicated to the Florida Buy State Cooperative Purchasing to ensure a successful roll-out in a timely, well communicated, responsive fashion?	NovaCHARGE would create a marketing campaign, including but not limited to e-marketing; press releases focused in the educational sector as well as the EVSE industry; participate in educational trade-shows; as well as entertain additional suggestions by the Cooperative members.
20. Please list the contracts your company currently holds that may compete directly with the Florida Buy State Cooperative Purchasing program and describe how you will position the Florida Buy State Cooperative Purchasing program versus other contracts. Will you lead with the Florida Buy State Cooperative Purchasing Contract, if awarded? Please answer yes or no. If other contracts are available, is the Florida Buy State Cooperative Purchasing	NovaCHARGE does not currently hold a contract that would compete directly with the Florida Buy State Cooperative Purchasing program. If awarded, NovaCHARGE will lead with the Florida Buy State Cooperative Purchasing Contract, if applicable to the end customer.

<p>pricing the same or lower than pricing offered under your existing contracts?</p> <p>If other contracts are available, please describe the process Florida Buy State Cooperative Purchasing would need to take to transition a current purchaser who requests to utilize our program/contract instead of their current contract.</p>	
<p>21. How would you educate your sales representatives on the strengths of our contract?</p> <p>Would sales representatives be willing to conduct on-site visits with cooperative staff to members to explain the benefits of the Florida Buy State Cooperative Purchasing Program?</p>	<p>NovaCHARGE's main representative would learn all facets of the program and subsequently educate our sales team on how best to represent the program.</p> <p>Following an interesting 2020, NovaCHARGE began conducting sales interactions with customers virtually. As we return to our new normal, NovaCHARGE's sales team has begun conducting in-person meetings with prospective customers. Pre-COVID, NovaCHARGE sales staff would complete all visits with customers in person, whether the meeting was in-state or out-of-state. By meeting prospective customers face to face, it allows us to fully be present for our customers. Being Florida based, our team is more than willing and capable to meet with the cooperative staff as well as members to discuss the Program.</p>
<p>22. Please describe your marketing plan to reach and connect with our members in Florida. Please note what touch points and connection those members have with sales representatives.</p>	<p>NovaCHARGE will work with its marketing agency to create a comprehensive plan to market to cooperative members in Florida. Members will have direct contacts with the NovaCHARGE personnel specifically assigned to the Florida Buy State Cooperative Purchasing Program. Members will have direct e-mails, office phone as well as mobile numbers to reach.</p>
<p>23. List any additional stipulations and/or requirements your company requests that are not covered in the RFP.</p>	<p>No stipulations or requirements at this time.</p>

Attachment 7
Florida Buy State Cooperative Purchasing Agency
Contract Offer and Award
RFP #21-20 Electric Vehicle Supplies, Charging Stations, and Related Services
OFFER TO BE COMPLETED BY RESPONDENT

In compliance with the Request for Proposal, the undersigned warrants that I/we have examined the Instructions to Respondents and Technical Specification and being familiar with all the conditions surrounding the proposed project, hereby offer and agree to furnish all products and professional services in compliance with all terms, conditions, specifications and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance of this proposal.

The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to the Florida Buy State Cooperative Purchasing as stated in the evaluation section, will be a consideration in making the award.

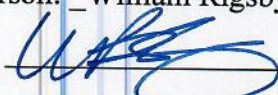
This contract binds said vendor to all terms and conditions stated in the proposal and the award will be activated on the date signed by the Lead Agency of the Florida Buy State Cooperative Purchasing Program.

Company Name: NovaCHARGE, Inc.

Address 4201 Vineland Rd, Suite I-5 Phone Number 813-333-1119

City: Orlando State: FL Zip: 32811

Contract Contact Person: William Rigsby, Head of Sales Email: willrigsby@novacharge.net

Authorized Signature:  Date: 07/20/2021

ACCEPTANCE OF OFFER AND CONTRACT AWARD TO BE COMPLETED ONLY BY THE LEAD AGENCY OF FLORIDA BUY STATE COOPERATIVE PURCHASING

Your RFP for contracting services is hereby accepted by the PAEC fiscal agent and District of Record, the Washington County Florida School Board on _____. As Offeror, you are now bound to sell the materials and services listed by the attached RFP based upon the solicitation, including all terms, conditions, specifications, amendments as set forth in the Request for Proposal. The parties intend this contract to constitute the final and complete agreement between the Agency and Respondent, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The term of the agreement will be for 3 years with the option to renew for two additional 12-month terms. After the first 12 months, the contract may be cancelled by either party upon receipt of a 30-day notice provided all client obligations created under the contract have been satisfied.

Awarding Agency: PAEC fiscal agent and District of Record, the Washington County Florida School Board

Agency Executive: Herbert J. Taylor, Superintendent: Signature _____ Date _____

Agency Executive: John T. Selover, Executive Director, PAEC: Signature _____ Date _____

PAEC BD _____
WCSB _____

Attachment 8
Florida Buy State Cooperative Purchasing
RFP #21-20 Electric Vehicle Supplies, Charging Stations, and Related Services
EVALUATION MATRIX
Informational Only

INSTRUCTIONS FOR EVALUATORS: Florida Buy has assigned each evaluation criterion a specific number of points. The questions under each evaluated area help measure the quality of the Respondent's response. Do not assign points to individual questions: instead, award a total score for each evaluation criterion. Make a brief comment and give the initial score of the proposal evaluation worksheet.

CONFLICT OF INTEREST: Each evaluator must review the list of offerors submitting proposals and determine if they or any immediate family members have a conflict of interest with regard to a Respondent. By signature on a proposal evaluation worksheet, evaluator is confirming no conflict of interest exists with the offeror being evaluated.

RATING SCALE FOR ASSESSING OFFEROR RESPONSES: Florida Buy intends this rating scale to establish guidelines within that range to ensure members of the RFP evaluation committee perform their evaluation with consistency. Evaluators may assign any value for a given criteria from 0 to the maximum number of points. A zero value typically constitutes no response or an inability of the Respondent to meet the criterion. In contrast, the maximum value should constitute a high standard of meeting the criterion.


Evaluation Criteria	Points	Vendor A	Vendor B	Commits
A. Quality of Response	35 Points			
The Respondent has all the required license and certifications required to do business in Florida.	0-2			
The Respondent has provided a clearly defined narrative that details the nature, leadership, business model, and a complete understanding of the requirements of the RFP.	0-5			
The Respondent has clearly demonstrated that the company has the capacity, inventory, and variety of products to satisfactorily provide options for use by public agencies and other eligible users.	0-8			
The Respondent has provided evidence of worker's Compensation and Liability Insurance.	0-10			
Conformance to Terms and Conditions	0-10			
B. Previous Experience	5 Points			
The Respondent has provided evidence of at least 5 years of experience in working with public entities to provide services and supplies outlined in the RFP.	0-2.5			


The Respondent has provided up to three references attesting to the quality of products, services offered, pricing, and overall quality of any installations.	0-2.5			
The Respondent has provided evidence of at least three references willing to offer comments relative to the experience of working with the company or individual.				
C. Pricing/Warranty	30 Points			
The relative ranking of this Respondent's pricing and warranty proposal compared to other RFP submissions based on information provided on Attachment 5 and Section 6.	0-30			
D. Regional/State Use of Contract-Marketing	10 Points			
The Respondent has clearly identified the Certifications to perform the work outline in the Scope and Specifications.	0-8			
The extent to which the Respondent has a marketing plan relevant to the Florida Buy State Cooperative Purchasing contract and willingness to execute it.	0-2			
E. Contract Terms & Conditions	20			
The extent to which the Respondent, adherence to formatting, and met all the terms and conditions outlined in the proposal.	0-10			
Comparative analysis of questionnaire and participation in the Florida Buy State Cooperative Purchasing program (attachment 4 and 6).	0-10			
TOTAL		100 Points	-	-

Attachment 9
Florida Buy State Cooperative Purchasing Agency
AFFIDAVIT OF NON-COLLUSION

Instructions: This form must be signed by the business's authorized representative and notarized below
 The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing Request for Proposal (RFP) (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other respondents, or with any official of the *Florida Buy State Cooperative Purchasing Agency*, or any employee thereof, or any person, business or corporation under contract with *Florida Buy* whereby the respondent, in order to induce the acceptance of the foregoing RFP by the *Florida Buy State Cooperative Purchasing Agency*, has paid, or is to pay to any other respondent, or to any of the aforementioned persons, anything of value whatever, and that the bidder has not, directly nor indirectly entered into any arrangement, or agreement, with any other respondent/s which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing RFP .

1. This is to certify that the respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
2. This is to certify that neither I, nor to the best of my knowledge, information and belief, the respondent, nor any officer, director, partner, member or associate of the respondent, nor any of its employees directly involved in obtaining contracts with *Florida Buy State Cooperative Purchasing*, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
3. This is to certify that the respondent, or any person on his behalf has examined and understands the terms, conditions, scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the RFP submittal.
4. This is to certify that if awarded a contract, the respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, scope of work and specifications and other documents of this solicitation in the following pages of this RFP.
5. This is to certify that the respondent is authorized by the manufacturer(s) to sell all proposed products on a statewide basis.
6. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these RFP forms.

William Rigby 4201 VINELAND RD, SUITE I-5
 Authorized Representative (Please print or type) Mailing Address
HEAD OF SALES ORLANDO, FL 32811
 Title (Please print or type) City, State, Zip
 07/21/21
 Signature of Authorized Representative Date

Subscribed and sworn to before me this 21st day of July, 2021
 Notary Public in and for County of St. Johns State of FL
 My Commission Expires on June 4, 2022 Signature 



Attachment 10
Florida Buy State Cooperative Purchasing Agency
Uniform Guidance "EDGAR" Certification 2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the "Uniform Guidance" or new "EDGAR". All vendors submitting proposals must complete this EDGAR Certification form regarding the vendor's willingness and ability to comply with certain requirements which may be applicable to specific agency purchases using federal grant funds.

For each of the items below, the Vendor will certify its agreement and ability to comply, where applicable, by having the vendor's authorized representative check and initial the applicable boxes and sign the acknowledgement at the end of this form. If a vendor fails to complete any item of this form, Florida Buy State Cooperative Purchasing will consider and may list the response, as the vendors is unable to comply. A "No" response to any of the items below may impact the ability of a purchasing agency to purchase from the vendor using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding vendor default are included in Florida Buy State Cooperative Purchasing's terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the vendor and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as Florida Buy State Cooperative Purchasing's terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

Yes, I agree No, I disagree _____ Initials WR _____

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the vendor. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay vendor for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the vendor's return policy. If the participating agency has paid the vendor for goods and services not year provided as the date or termination, vendor shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency's purchase for cause and convenience, including the manner by which it will be affected and the basis for settlement, is in the participating agency's purchase order, ancillary agreement or construction contract agreed to by the vendor, the participating agency's provision shall control.

Yes, I agree No, I disagree _____ Initials WR _____

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be

deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" In 41 CFR Part 60-1.3 and vendor agrees that it shall comply with such provision.

Yes, I agree No, I disagree _____ Initials _____ WR _____

4. Davis Bacon Act

When required by Federal program legislation, vendor agrees that, for all participating agency construction contracts/purchases in excess of \$2,000, vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. In addition, vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the vendor is conditioned upon vendor's acceptance of wage determination.

Vendor further agrees that is shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Yes, I agree No, I disagree _____ Initials _____ WR _____

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, vendor is required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of the 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Yes, I agree No, I disagree _____ Initials _____ WR _____

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by

with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recover, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Yes, I agree No, I disagree _____ Initials _____ WR _____

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, vendor agrees that the total price, including profit, charged by the vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the vendors contract with Florida Buy State Cooperative Purchasing.

Yes, I agree No, I disagree _____ Initials _____ WR _____


12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, vendor agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements.

Yes, I agree No, I disagree _____ Initials _____ WR _____

By signing below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

NOVACHARGE, Inc
Name of Company


Signature of Authorized Personnel

William Riccby Date 07/20/2021
Printed Name

**Attachment 11
Florida Buy State Cooperative Purchasing
Deviations from Section 6 (Specifications)**

Please provide an explanation for items marked "Deviate" from the specifications table listed between A.1 and A.19 in Section 6.


Deviations

Instructions:

1. If "no" is marked with an "X" below, complete this form by signing it at the bottom.
2. If "yes" is marked with an "X" below, insert answers into the form shown below, providing narrative explanations of deviations. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the responder's name and identifying information as to which item the response refers must appear on each page.
4. Deviations to local, state, or federal laws cannot be accepted under this RFP.

<input checked="" type="checkbox"/>	No, this responder does not have deviations (exceptions or alternates) to the specifications listed between A.1 and A.19 in Section 6
<input type="checkbox"/>	Yes, this responder has the following deviations to the specifications listed between A.1 and A.19 in Section 6

Specification (describe)	Details of Deviation

Signature:  Date: 07/20/2021

Attachment 12
Florida Buy State Cooperative Purchasing Agency
COMPANY INFORMATION

Please provide updated information for our Florida Buy website. Please include all information you would like to show up on the webpage for your contract. The more information you give the better.

Company Information	
Name	NovaCHARGE, Inc.
Logo	To be submitted electronically, if awarded
Homepage URL	www.novacharge.net
Company Email	sales@novacharge.net
Company Phone	(813) 333-1119
Company Fax	(813) 569-0716
Company Address	4201 Vineland Rd, Suite I-5, Orlando, FL 32811
Company Overview	<p>NovaCHARGE was founded in 2008 to address the need for a next-generation electric vehicle (EV) charging infrastructure. As a leading provider of EV networked and non-networked charging solutions, NovaCHARGE is dedicated to enabling a better environment for future generations by supporting a zero-emission transportation infrastructure, offering convenient, affordable, grid-friendly charging stations that enable access across both public and private locations.</p> <p>NovaCHARGE is a Certified Minority/Woman-owned business, and is headquartered in Orlando, Florida.</p>
Contract Benefits	
How to Order	e-mail sales@novacharge.net
FAQ	
Contact #1	
Name	William Rigsby
Title	Head of Sales
Phone	(813) 333-1119(o) – (404) 229-3603(m)
Email	willrigsby@novacharge.net
Contact #2	
Name	Ray Snell
Title	Sales Executive
Phone	(813) 333-1119
Email	raysnell@novacharge.net
Other information	
DUNS Number	



Contact Person: Tori Baxley
(850) 638-6131 Ext. 2257
1-877-873-7232
Fax (850) 638-6109
Tori.baxley@paec.org

John T. Selover
Executive Director

753 West Boulevard
Chipley, FL 32428
Phone: (850) 638-6131
Fax: (850) 638-6134
paec.org

8/17/2023

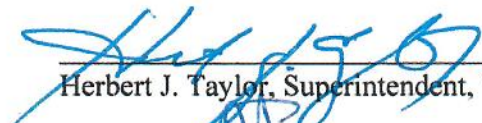
NovaCHARGE, Inc.
4201 Vineland Rd., Suite I-5
Orlando, FL 32811

RE: PAEC Florida Buy Cooperative State Purchasing Contract Renewal
Partner: NovaCHARGE, Inc., Contract # 22-144


Dear Vendor Partner,

Your contract renewal was approved by the Washington County School Board for the period of September 14, 2023, through September 14, 2024, at the same original terms and conditions. If you agree with this renewal period, please sign the bottom portion of this letter, and return to us as soon as possible.

If you have any questions, please contact the person listed above.


Herbert J. Taylor, Superintendent, WCSD

8/14/23
Date


John T. Selover, Executive Director, PAEC

8/18/23
Date

I accept the above renewal period of September 14, 2023, through September 14, 2024, at the same original terms and conditions.

Signature  Date: 09/06/2023

Print Name: William Kiesey Title: VP SALES OPS + INSIDE SALES



Advancing Schools & Communities for Student Success

CALHOUN – FAMU D.R.S – FRANKLIN – GADSDEN – GULF – HOLMES – JACKSON –
JEFFERSON – LIBERTY – MADISON – TAYLOR – WAKULLA – WALTON – WASHINGTON

Exhibit B

CITY OF OLATHE INSURANCE REQUIREMENTS

These requirements apply to the vendor or contractor ("Vendor") entering into an Agreement with the City of Olathe ("City").

A. Insurance. Secure and maintain for the term of the Agreement insurance of such types and in at least such amounts as set forth below from a Kansas authorized insurance company which carries a Best's Policyholder rating of "A-" or better and carries at least a Class "VII" financial rating or better, unless otherwise agreed to by City:

1. Commercial General Liability: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any commercial general liability policy of insurance. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability.

Limits: Per Occurrence, including Personal & Advertising Injury and Products/Completed Operations: \$1,000,000; General Aggregate: \$2,000,000.

2. Business Auto Insurance: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any automobile policy of insurance. Insurance must apply separately to each insured against whom claim is made or suit is brought, subject to liability limits.

Limits: All Owned Autos; Hired Autos; and Non-Owned Autos: Per occurrence, combined single limit: \$500,000.

Notwithstanding the foregoing, if Vendor does not own any automobiles, then Vendor must maintain Hired and Non-Owned Auto insurance.

3. Worker's Compensation and Employer's Liability: Workers compensation insurance must protect Vendor against all claims under applicable state Worker's Compensation laws at the statutory limits, and employer's liability with the following limits.

Limits: \$500,000 Each Accident/\$500,000 Policy Limit/\$500,000 Each Employee

4. Professional Liability (if applicable): **Unless excused by the Agreement with the City**, Vendor must maintain for the term of this Agreement and for a period of three (3) years after the termination of this Agreement, Professional Liability Insurance.

Limits: Each Claim: \$1,000,000; General Aggregate: \$1,000,000.

5. Cyber Insurance (if applicable): **IF** accessing the City's network or City's data, **THEN** maintain the following coverages throughout for the term of this Agreement and for a period of three (3) years after the termination of this

Agreement: Cyber Incident/Breach Response and Remediation Expenses, Digital Data Recovery, Privacy and Network Security Liability, and Notification Expense.

Limits: Per claim, each insuring agreement: \$1,000,000; Aggregate: \$1,000,000.

B. Exposure Limits. Above are minimum acceptable coverage limits and do not imply or place a liability limit nor imply that the City has assessed the risk that may be applicable to Vendor. Vendor must assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. The Vendor's insurance must be primary, and any insurance or self-insurance maintained by the City will not contribute to, or substitute for, the coverage maintained by Vendor.

C. Costs. Insurance costs must be at Vendor's expense and accounted for in Vendor's bid or proposal. Any deductibles or self-insurance in the above-described coverages will be the responsibility and at the sole risk of the Vendor.

D. Verification of Coverage

1. Must provide certificate of insurance on ISO form or equivalent, listing the City as certificate holder, and additional insured endorsements for requested coverages.
2. Any self-insurance must be approved in advance by the City and specified on the certificate of insurance. Additionally, when self-insured, the name, address, and telephone number of the claim's office must be noted on the certificate or attached in a separate document.
3. When any of the insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage must be submitted along with the application for final payment.
4. For cyber insurance, the certificate of insurance confirming the required protection must confirm the required coverages in the "Additional Comments" section or provide a copy of the declarations page confirming the details of the cyber insurance policy.

E. Cancellation. No required coverage may be suspended, voided, or canceled, except after Vendor has provided thirty (30) days' advance written notice to the City.

F. Subcontractor's Insurance: If a part of this Agreement is to be sublet, Vendor must either cover all subcontractors under its insurance policies; **OR** require each subcontractor not so covered to meet the standards stated herein.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 407-377-7701 Combs Insurance Services, LLC 439 Gaston Foster Road Suite #D Orlando, FL 32807	407-377-7702	CONTACT NAME: Mark Combs PHONE (A/C No. Ext): 407-377-7701 E-MAIL ADDRESS: mark@combsriskmgt.com	FAX (A/C, No): 407-377-7702
INSURED (813) 333-1119 NovaCHARGE, Inc. 4201 Vineland Rd, Suite i-5 Orlando, FL 32811		INSURER(S) AFFORDING COVERAGE INSURER A: Markel - Evanston Insurance Company INSURER B: Travelers Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 35378 25658	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: As Per Contract	<input checked="" type="checkbox"/>		2AA378361	02/10/2024	02/10/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		BA-7W54550A-24-42-G	05/01/2024	05/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	<input checked="" type="checkbox"/>		MKLEU-105890 Following Form	02/10/2024	02/10/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

When required by written contract, Certificate Holder is granted additional insured status on a primary and noncontributory basis as it relates to the General Liability and Auto Liability; but only as their interest may appear by written contract, and only as policy provisions provide. No other coverage is expressed, implied or extended beyond the scope of the written contract. 30 days notice of cancelation and 10 notice of cancelation for nonpayment of premium as per policy provision.

CERTIFICATE HOLDER Olathe COI 0001

CANCELLATION

City of Olathe 100 East Santa Fe Street Olathe, KS 66061	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Mark Combs A052292</i>

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EVANSTON INSURANCE COMPANY
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- LIQUOR LIABILITY COVERAGE FORM
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Additional Premium: \$Included (Check box if fully earned <input checked="" type="checkbox"/>)
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Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

A. Who Is An Insured is amended to include as an additional insured any person or entity to whom you are required by valid written contract or agreement to provide such coverage, but only with respect to "bodily injury", "property damage" (including "bodily injury" and "property damage" included in the "products-completed operations hazard"), and "personal and advertising injury" caused, in whole or in part, by the negligent acts or omissions of the Named Insured and only with respect to any coverage not otherwise excluded in the policy.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. The insurance afforded to such additional insured will not be broader than that which you are required by the valid written contract or agreement to provide for such additional insured.

Our agreement to accept an additional insured provision in a valid written contract or agreement is not an acceptance of any other provisions of such contract or agreement or the contract or agreement in total.

When coverage does not apply for the Named Insured, no coverage or defense will apply for the additional insured.

No coverage applies to such additional insured for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury or damage.

B. With respect to the insurance afforded to these additional insured, the following is added to limits of insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the valid written contract or agreement; or
 2. Available under the applicable limits of insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.