VICTOR VALLEY TRANSIT AUTHORITY

Representing the communities of Adelanto, Apple Valley, Barstow, Hesperia, Victorville and San Bernardino County

INVITATION FOR BID 2019-14

CHARGEPOINT BUS CHARGER INSTALLATION

MAY 9, 2019

NOTICE INVITATING BIDS 2019-14

1. Purpose of the Procurement and Period of Performance
Victor Valley Transit Authority (VVTA) is seeking a qualified construction firms for the work to install 7 Bus Chargers at its Hesperia yard. The final charging station must comply with Manufacturer Specs and Southern California Edison's electrification project. The period of performance is not to exceed 30 days.

2. Obtaining the IFB Document
IFB documents may be obtained from VVTA, in person at 17150 Smoke Tree Street, Hesperia, CA 92345-8305 or electronically at www.vvta.org/Procurement. Documents are also available via email request to cplasting@vvta.org. Bids requested by courier or via USPS mail shall be packaged and sent only at the Bids' expense.

3. Bid Due Date and Submittal Requirements
Sealed Bids must be received by ***3:00 PM Pacific Daylight Time (PDT) on Thursday, May 30, 2019. There will be a public opening of the bids.***

3.1. Sealed Bid packages shall be delivered to the following address:

Victor Valley Transit Authority
Attn: Christine Plasting, Procurement Manager
17150 Smoke Tree Street
Hesperia, CA 92345-8305
(760) 995-3583

3.2. Envelopes or boxes containing bids shall be sealed and clearly labeled with VVTA's IFB number and the solicitation title: "VVTA IFB 2019-14 CHARGEPOINT BUS CHARGER INSTALLATION."

3.3. Bidders are requested to submit to VVTA one (1) hard copy of the bid and one (1) electronic copy via DVD/CD or thumb/flash drive. A Bid is deemed to be late if it is received by VVTA after the deadline stated above. Bids received after the submission deadline shall be returned, unopened to the Bidder. It is the Bidder's sole responsibility to ensure that the Bids are received by the date and time stated above.

4. Bonds
4.1 Bid Bond**-** Each Bid must be accompanied by a certified or cashier's check, or by a corporate surety bond. Check or Bid bond shall be in an amount not less than 10% (ten percent) of the amount of the total Bid.

5. Prevailing Wage
Minimum wage rates for this project have been predetermined by the Secretary of Labor. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates as determined by the State for similar classifications of labor, the Contractor and his/her subcontractors shall pay not less than the higher wage rate. In accordance with provisions of Section 1773.2 (amended 1977) of the California Labor Code copies of the prevailing rate of per diem wages as determined by the State Director of Industrial Relations and are available at the California Department of Industrial Relations' Internet web site at http://www.dir.ca.gov/oprl/DPreWageDetermination.htm. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed. Copies of the prevailing wage rates are on file with VVTA and available upon request.

6. Vendor Registration with the California Department of Industrial Relations
California SB 854 Compliance -VVTA will not accept a Bid from or enter the Contract with a Bidder, without proof that the Bidder and its Subcontractors are registered with the California Department of

Industrial Relations (DIR) to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions. The Bid shall enter DIR Registration Number on the Bid.

7. Validity of Bids. Bids and subsequent offers shall be valid for a period of ninety (90) days. An award may be made without further discussion. VVTA reserves the right to withdraw or cancel this IFB at any time without prior notice and VVTA makes no representation that any contract will be awarded to a Bid responding to this IFB.

8. Pre-Bid Meeting

There will not be a Pre-Bid meeting, however, the deadline for question is at 5:00 PM (PDT), Friday, May 24, 2019. Prospective bidders are requested to submit questions, in writing, to the Procurement Manager at cplasting@vvta.org. Responses shall be shared with all known prospective bidders by written addenda only.

The successful Bidder will be required to comply with all applicable Equal Opportunity Laws and Regulations.

TABLE OF CONTENTS

INSTRUCTIONS TO BIDDERS ……..... 5
A. TIMELINE ……..…… 5
B. PURPOSE……..…… 5
C. BACKGROUND ……..……..…….. 5
D. PERIOD OF PERFORMANCE……... 6
E. EXAMINATION OF DOCUMENTS…… 6
F. REQUEST FOR CLARIFICATION / APPROVED EQUALS…… 6
G. VENDOR CONTACT..…… 6
H. ADDENDA TO IFB……..…… 7
I. EXCEPTIONS / DEVAITIONS ……..……..…… 7
J. SUBMISSION OF BIDS ……...…… 7
K. FORMAT OF BIDS ……..…….. 8
L. PRE-CONTRACTUAL EXPENSES…… 9
M. JOINT BIDS ……..…….. 9
N. TAXES ……..…….. 9
O. MODIFICATION OR WITHDRAWAL OF BIDS …… 9
P. SUBCONTRACTORS AND ASSIGNMENTS ……. 10
Q. BIDDER'S LICENSING REQUIREMENTS ……..... 11
R. CONFIDENTIALITY AND PUBLIC RECORDS ACT ……... 11
S. ACCEPTANCE / REJECTION OF BIDS ….……. 13
T. SINGLE RESPONSE ……..…… 13
U. CANCELLATION OF PROCUREMENT …… 14
V. AVAILABILITY OF FUNDS ……..…… 14
W. VVTA'S RIGHTS ……14
X. CONFLICT OF INTEREST AND CODE OF CONDUCT ……... 15
Y. EVALUATION, NEGOTIATION AND SELECTION…….. 15

ATTACHMENT A – SCOPE OF WORK
ATTACHMENT B – SAMPLE CONTRACT
ATTACHMENT C – INSURANCE REQUIREMENTS
ATTACHMENT D – PROTEST POLICY
ATTACHMENT E – REQUEST FOR FORM FOR BID DEVIATION PRE-OFFER CHANGE OR APPROVED EQUALS
ATTACHMENT F – SUBMISSION OF FORMS/PRICE BID FORM
ATTACHMENT G – ACKNOWLEDGEMENT OF ADDENDA
ATTACHMENT H – LIST OF SUBCONTRACTORS
ATTACHMENT I – PREVAILING WAGE REQUIREMENTS

EXHIBIT 1 – CHARGEPOINT SITE PREPARATION AND SPECIFICATIONS.

INSTRUCTIONS TO BIDDERS

A. TIMELINE

Date of Request For Bid (IFB):	May 9, 2019
Agency:	VICTOR VALLEY TRANSIT AUTHORITY
Address of Agency:	17150 SMOKETREE ST., HESPERIA, CA 92345-8305
Contracting Officer:	Christine Plasting, CPPB, Procurement Manager
Telephone No:	*(760) 995-3583*
FAX No:	*(760) 948-1380*
Email Address:	cplasting@vvta.org
Pre-Bid Conference (Non –Mandatory)	Not at this time.
Last Day for Questions	5:00 p.m. PDT, Friday, May 24, 2019
Addenda and Answers to questions	2:00 p.m. PDT, Tuesday, May 28, 2019
Bids Due Date/Public Bid Opening	3:00 p.m. PDT. Thursday, May 30, 2019
Anticipated Award Date	May 31, 2019

B. PURPOSE

Victor Valley Transit Authority (VVTA) is seeking a qualified construction firms for the work to install 7 Bus Chargers at its Hesperia yard. The final charging station must comply with Manufacturer Specs and Southern California Edison's electrification project.

C. BACKGROUND

Victor Valley Transit Authority (VVTA) is a public transit agency and Consolidated Transportation Services Agency (CTSA), providing bus, ADA paratransit, and vanpool service to California's High Desert. VVTA's service area spans nearly 1,000 square miles, featuring service to Adelanto, Apple Valley, Barstow, Hesperia, Needles, Victorville and unincorporated San Bernardino County, including Daggett, Helendale, Hinkley, Lucerne Valley, Newberry Springs, Oak Hills, Oro Grande, Phelan, Pinon Hills, Wrightwood, and Yermo. Commuter service to Fort Irwin National Training Center (NTC) and connecting service from the High Desert to the Inland Empire is also provided. Additional information and service alerts are available at VVTA.org and Twitter.com/VVTransit.

D. PERIOD OF PERFORMANCE

VVTA intends to award a Lump Sum contract for a period not to exceed 30 days, unless extended by mutual agreement. VVTA reserves the right to award the contract at a time other than stated in the proposed schedule.

E. EXAMINATION OF DOCUMENTS

By submitting a Bid, the Bidder represents that it has thoroughly examined and become familiar with the work required and documents included under the IFB.

F. REQUEST FOR CLARIFICATION / APPROVED EQUALS

1. Whenever any material, product or service is specified or indicated in the contract documents by brand name, trade, patent, or proprietary name or by the name of the manufacturer, the item so specified or indicated shall be deemed to be followed by the words, "Or Equal."

2. At any time during this procurement up to the time specified in the "Bid Schedule" (Section A), Bids may request, in writing, a clarification or interpretation of any aspect, or a change to any requirement of the IFB or any addendum to the IFB. Requests may include suggested substitutes for specified items and for any brand names. Whenever a brand name is used in this solicitation it shall mean the brand name or "approved equal." Such written requests shall be made to the Contracting Officer and may be transmitted by facsimile or via email. The Bid making the request shall be responsible for its proper delivery to VVTA per "Contracting Officer" (Section A) on the form provided in "Request for Pre-Offer Change or Approved Equal." (Attachment E) VVTA will not respond to oral requests. Any request for a change to any requirement of the Contract Documents must be fully supported with technical data, test results, or other pertinent information evidencing that the exception will result in a condition equal to or better than that required by the IFB, without substantial increase in cost or time requirements. Any responses to such written request shall be provided by VVTA in the form of addendum only. Only written responses provided as addendum shall be official and all other forms of communication with any officer, employee or agent of VVTA shall not be binding on VVTA**.**

3. VVTA, at its sole discretion, shall determine whether the substantiating data demonstrates that an "approved equal" item(s) is equivalent in all respects to the item specified in the contract documents.

G. VENDOR CONTACT

1. All correspondence, communication and/or contact with regard to any aspect of this solicitation is authorized only with the designated Contracting Officer identified in "A. Bid Schedule" above, or their designated representative. Bidders and their representatives shall not make any contact with or communicate with any employees of VVTA, or its directors and consultants, other than the Contracting Officer regarding any aspect of this solicitation or offers. Ex parte' communications with members

of VVTA's Board of Directors or any person responsible for awarding a contract, including the Contracting Officer is prohibited under California Public Contract Code Section 20216. All communications shall be in writing and will be made public.

2. If it should appear to a prospective Bidder that the performance of the Work under the contract, or any of the matters relating thereto, is not sufficiently described or explained in the **IFB** or Contract Documents, or that any conflict or discrepancy exists between different parts thereof or with any federal, state, local or Agency law, ordinance, rule, regulation, or other standard or requirement, then the Bidder shall submit a written request for clarification to VVTA within the time period specified above.

H. ADDENDA TO IFB

VVTA reserves the right to amend the IFB at any time. Any amendments to or interpretations of the IFB shall be described in written addendum. VVTA shall provide copies of Addendum to all prospective Bidders officially known to have received the IFB. Prospective Bidders, or their agents, shall be responsible to collect the addendum at the address provided in "Contracting Officer" (Section A. above) or receive the same otherwise. Notification of the addendum will also be mailed or delivered to all such prospective Bidders officially known to have received the IFB and to the address provided by each prospective Bidder. Failure of any prospective Bidder to receive the notification or addendum shall not relieve the Bidder from any obligation under its Bid as submitted or under the IFB, as clarified, interpreted or modified. All addendum issued shall become part of the IFB. Prospective Bidders shall acknowledge the receipt of each individual addendum and all prior addenda in their Bids. Failure to acknowledge in their Bids receipt of addendum may, at VVTA's sole option, disqualify the Bid.

If VVTA determines that the addendum may require significant changes in the preparation of Bids, the deadline for submitting the Bids may be postponed by the number of days that VVTA determines will allow Bidder sufficient time to revise their Bids. Any new Due Date shall be included in the addendum.

I. EXCEPTIONS / DEVIATIONS

Using the Form for Bid Deviation – Attachment E – State any exceptions to or deviations from the requirements of this IFB, segregating "technical exceptions from "contractual" exceptions. Where Bidder wishes to propose alternative approaches to meet VVTA's technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, Bidder will be deemed to have accepted the contract requirements as set form in the Scope of Work.

J. SUBMISSION OF BIDS

1. Please note that **all addenda** must be acknowledged. Bidder is instructed to use Attachment G – Acknowledgement of Addenda – to acknowledge all addenda released during this solicitation.

2. Bidder shall submit the Cost/Price Bid (Attachment F). Other forms submitted with pricing and not on the specific form for be deemed "non-responsive." Prices are to **exclude** California State and Local Sales Tax.

3. **Sealed original bid plus one (1) electronic copy,** must be received at the address shown in "Bid Schedule" (Section A) not later than ***3:00 PM (PDT) on Thursday, May 30, 2019.*** All labor, equipment, and materials shall be furnished in strict accordance with the delivery schedule and the Contract terms and conditions. All Bids shall be valid for a period of ninety (90) days.

4. Bids including all submittal documents and including price elements shall be submitted by the due date specified, in one sealed package identified as **"VVTA IFB 2019-13 CHARGEPOINT BUS CHARGER INSTALLATION."**

5. Bids received after the time and date due will be rejected without consideration or evaluation and returned, unopened, to the return address on the package received. Under no circumstances will any bid be accepted after the due date and time in accordance with PCC 10168.

K. FORMAT OF BIDS

1. Bids must be submitted and organized in the order listed below. The bid shall include, at a minimum, the following:

   a. Cover letter – Bidder must include a letter of Introduction.

   b. Title Page

   c. Table of Contents

   d. Profile of Firm (History and Experience) – This section should include details regarding the bidder's ability and experience to operate the project as specified in the IFB. The following information should be included:
   I. Corporate hierarchy – i.e. President, Vice President, Corporate Officers, etc.

   II. Corporate overview of services or activities performed.

   - History of firm – Include a brief history of the firm
   - Founding Date (month and year)
   - Firm size – staff and client base
   - Firm's vision and mission statement

   III. Location of the office from which the work will be provided and the staff allocation at that office.

   e. Identify Project team including, but not limited to:

   I. Size of Project Team

   II. Education, qualifications, and specific experiences in performing the work that is being solicited in this IFB.

   III. Project Organization Chart.

f. Commitment that key personnel will be available throughout contract and will not be removed without prior approval of VVTA

I. The name of the Project Manager / Liaison and a list of personnel to be assigned to the project and the roles and qualifications.

II. Indicate whether your firm will be subcontracting portion(s) of the work. If so, indicate the name of the subcontractor, the portion of the work to be subcontracted. (See Attachment H)

g. Required Forms (See Attachment F)

h. Any other information required by this IFB or its addenda which may not be listed above.

2. Firms may include additional information, however, do NOT attach terms and conditions that conflict with the IFB, as your firms' bid may be deemed non- responsive

L. PRE-CONTRACTUAL EXPENSES

1. VVTA will not be liable for any pre-contractual expenses incurred by any Bidder in preparation of its Bid. Bidder shall not include any such expenses as part of their Bid.

2. Pre-contractual expenses are defined as expenses incurred by the Bidder in:

a. Preparing a Bid in response to this IFB;
b. Submitting that Bid to VVTA;
c. Negotiating with VVTA any matter related to this Bid; and
d. Any other expenses incurred by Bidder prior to date of award, if any, of the Agreement.

M. JOINT BIDS

Where two or more firms desire to submit a single Bid in response to this IFB, they should do so on a prime-subcontractor basis rather than as a joint venture.

N. TAXES

Bids are subject to State and Local sales taxes. However, VVTA is exempt from the payment of Federal Excise and Transportation Taxes. Firm is responsible for payment of all taxes for any goods, services, processes, and operations incidental to or involved in the contract.

O. MODIFICATION OR WITHDRAWAL OF BIDS

1. A modification of a Bid already received will be accepted by VVTA only if the modification is received prior to the Bid Due Date, or is specifically requested by VVTA. All modifications shall be made in writing and executed and submitted in the same form and manner as the original Bid.

2. A Bidder may withdraw a Bid already received prior to the Bid Due Date by submitting, in the same manner as the original Bid, to VVTA a written request for withdrawal executed by the Bidder's authorized representative. After the Bid Due Date, a Bid may be withdrawn only if VVTA fails to award the contract within the Bid validity period prescribed in "Due Date" or any agreed upon extension thereof. The withdrawal of a Bid does not prejudice the right of a Bidder to submit another Bid within the time set for receipt of Bids.

3. This provision for modification and withdrawal of Bids may not be used by a Bidder to submit a late Bid and, as such, will not alter VVTA's right to reject a Bid.

P. SUBCONTRACTORS AND ASSIGNMENTS

1. Pursuant to the provisions of the California Public Contract Code Section 4104 every Bidder shall in the Bid set forth:

    a. The name and location of the place of business (address) of each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount more than one-half of one percent of the Bidder's total Bid; and

    b. The portion of the work that will be done by each subcontractor. The Bidder shall list only one subcontractor for each portion of work as defined by the Bidder in its Bid.

    c. The dollar amount of the work which will be done by each such subcontractor

2. Bidder shall complete form entitled "List of Subcontractors (Attachment H)" with the above requested information.

3. If the Bidder fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the Bidder's total Bid, or if the Bidder specified more than one subcontractor for the same portion of the work to be performed under the contract in excess of one-half of one percent of the Bidder's total Bid, the Bidder agrees to perform that portion.

4. The successful Bidder shall not, without the express written consent of VVTA, either:

    a. Substitute any person, firm, or corporation as subcontractor in place of the subcontractor designated in the original Bid; or

    b. Permit any subcontract to be assigned or transferred; or

    c. Allow it to be performed by anyone other than the original subcontractor listed in the Bid.

    d. Each Bidder shall set forth in its Bid the name and location of the place of business (address) of each subcontractor certified as a disadvantaged business enterprise who will perform work or labor or render service to the prime contractor about the performance of the contract.

e. Bidder shall not assign any interest it may have in any Agreement/Contract with VVTA, nor shall Bidder assign any portion of the work under any such Agreement with a value in excess of one-half of one percent of Agreement price to be sub-contracted to anyone other than these subcontractors listed in the "List of Subcontracts," except by prior written consent of VVTA. VVTA's consent to any assignment shall not be deemed to relieve Bidder of its obligations to fully comply with its obligations under its Agreement with VVTA. Bidder with its own forces shall perform a minimum of ten percent (10%) (calculated as a percentage of the total cost of the project) of the work under this Agreement. Bidder shall also include in its subcontract agreements the provisions of its Agreement with VVTA including the stipulation that each subcontractor shall maintain adequate insurance coverage compatible to the insurance coverage required of the Bidder.

Q. BIDDER'S LICENSING REQUIREMENTS

1. In conformance with the current statutory requirements of Section 7028.15 of the Business and Professions Code of the State of California, regarding submission of a Bid without a license, the Bidder shall provide as part of the Bid the license number, class (or type), and date of expiration of license.

2. Furthermore, the Bidder shall ensure that all subcontractors fully comply with the appropriate licensing requirements. The Bidder shall also certify that all information provided, and representations made in the Bid are true and correct, and made under penalty of perjury. Bidders shall also certify that all information provided, and representations made in the Bid are true and correct, and made under penalty of perjury. Bidders shall provide this information on form entitled "List of Subcontractors (Attachment H)." Failure to provide the information on the certification form or elsewhere as part of the Bidder shall render the Bid nonresponsive to this solicitation and will result in the rejection of the Bid.

R. CONFIDENTIALITY AND PUBLIC RECORDS ACT

Access to government records is governed by the State of California Public Records Act. (Government Code Section 6250 et. seq.) Except as otherwise required by state law, VVTA will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted in the bid. Any such proprietary information, trade secrets of confidential commercial and financial information, which a Bidder believes should be exempted from disclosure, shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not assure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

Bidder fully understands the scope of work/specifications and has checked carefully all words and figures inserted in said IFB and further understands that VVTA will no way be responsible for any errors or submissions in the preparation of this bid.

1. Exclusive Property

   a. Responses to this Bid become the exclusive property of VVTA and are subject to the

California Public Records Act.

b. Those elements of each Bid that are *trade secrets*, as the term is defined in California Civil Code section 3426.1 (d) or otherwise exempt by law from disclosure and which are not prominently marked as TRADE SECRET, CONFIDENTIAL or PROPRIETARY may be subject to disclosure.

2. Disclosure of Records

a. Upon a request for records from a third party regarding this bid VVTA will notify in writing the party involved. The party involved must respond within twenty (20) calendar days with the identification of any and all "proprietary, trade secret, or confidential commercial or financial" information and the party involved shall agree to indemnify VVTA for its defense costs, (Including reasonable attorney fees) associated with its refusal to produce such identified information; otherwise, the requested information may be released and VVTA shall not be held liable for complying with the records request.

b. If disclosure is deemed to be required by law or by an order of the court, VVTA shall not, in any way, be liable or responsible for the disclosure of any such records including without limitation those so marked.

c. Any documents that are not marked "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY," will be made available.

3. Exemption from Disclosure May be Deemed Unresponsive

a. VVTA will take into consideration documents that the Bidder deems exempt from disclosure which must be marked "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY."

b. Bidders who indiscriminately identify all or most of their bids as exempt from disclosure without justification may be deemed non-responsive.

4. Indemnification of VVTA by Bidder

a. The Bidder agrees to indemnify, hold harmless and defend VVTA and each of its board members, officers, officials, employees and agents from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of a Public Records Act request for any of the contents of a Bid labeled as protected information and identified as, among other things, "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY." This obligation shall survive the IFB process, including the awarding of the Contract

b. Bidder agrees to absorb all costs and expenses, including attorneys'' fees, in any action or liability arising under the California Public Records Act pertaining to protected information contained and labeled as such in the bidder's bid.

5. Public Interest

a. The public interest exemption of the California Public Records Act provides that an agency may withhold the disclosure of a record by showing that the public interest served by not making the record public clearly outweighs the public interest served by disclosure of the record.

b. To protect the integrity of the bid process, in most instances, price bids and information regarding the contents of a Bid, will not be released or made available to other Bidders or the public until contract award is made by VVTA's Board of Directors and after the conclusion of any protest.

c. VVTA shall employ sound business practices no less diligent than those used for VVTA's own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by Bidders and the Contractor pursuant to the Contract which contain confidential commercial or financial information, trade secrets or proprietary information as defined in or pursuant to the state law against disclosure of such information and material to third parties except as permitted by the Contract. The Contractor shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information, with such determinations to be made by VVTA in its sole discretion, bears appropriate notices relating to its confidential character.

S. ACCEPTANCE/REJECTION OF BIDS

1. VVTA reserves the right to reject any or all Bids for sound business reasons, to undertake contract negotiations with one or more Bidders, and to accept that Bid, which in its judgment, will be most advantageous to VVTA, price and other evaluation criteria considered. VVTA reserves the right to consider any specific Bid, which is conditional or not prepared in accordance with the instructions and requirements of this IFB to be non- responsive. VVTA reserves the right to waive any defects, or minor informalities or irregularities in any Bid which do not materially affect the Bid or prejudice other Bids.

2. If there is any evidence indicating that two or more Bidders are in collusion to restrict competition or otherwise engaged in anti-competitive practices, the Bids of all such Bidders shall be rejected, and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by VVTA.

3. VVTA reserves the right to reject a Bid that includes unacceptable conditions, exceptions and deviations.

T. SINGLE BID RESPONSE

If only one Bid is received in response to this IFB and it is found by VVTA to be acceptable, a detailed price/cost Bid may be requested of the single Bidder. A price or cost analysis, or both, possibly including an audit, may be performed by or for VVTA of the detailed price/cost Bid to determine if the price is fair and reasonable. The Bidder has agreed to such analysis by submitting a Bid in response to this IFB. A price analysis is an evaluation of a proposed price that does not involve an in-depth evaluation of all the separate cost elements and the profit factors that comprise a Bidder's price Bid. It should be recognized that a price analysis through comparison to other similar procurements must

be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a purchase of similar quantity, involving similar specifications and in a similar time frame. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto. Where it is impossible to obtain a valid price analysis, it may be necessary to conduct a cost analysis of the proposed price. A cost analysis is a more detailed evaluation of the cost elements in the Bidder's Offer to perform. It is conducted to form an opinion as to the degree to which the proposed costs represent what the Bidder's performance should cost. A cost analysis is generally conducted to determine whether the Bidder is applying sound management in proposing the application of resources to the contracted effort and whether costs are allowable, allocable and reasonable. Any such analyses and the results therefrom shall not obligate VVTA to accept such a single Bid; and VVTA may reject such Bid at its sole discretion.

U. CANCELLATION OF PROCUREMENT

VVTA reserves the right to cancel the procurement, for any reason, at any time before the Contract is fully executed and approved on behalf of VVTA.

V. AVAILABILITY OF FUNDS

This procurement is subject to the availability of funding. VVTA's obligation hereunder is contingent upon the availability of appropriated funds from which payment for the contract purposes can be made. No legal liability on the part of VVTA for any payment shall arise until funds are made available to the Contracting Officer for this contract and until the Contracting Officer receives notice of such availability, by issuance of a written Notice to Proceed by the Contracting Officer. Any award of Contract hereunder is conditioned upon said availability of funds for the Contract.

W. VVTA'S RIGHTS

1. Each Bid will be received with the understand that acceptance by VVTA of the Bid to provide services described herein shall constitute a contract between the Bidder and VVTA which shall bind the Bidder on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted Bid and specifications.

2. VVTA reserves the right, in its sole discretion to:

    a. Accept or reject any and all Bids, or any item or part thereof, or to waive any informalities or irregularities in Bids.

    b. Withdraw or cancel this IFB at any time without prior notice. VVTA makes no representations that any contract will be awarded to any Bidder responding to this IFB.

    c. Issue a new IFB for the project.

    d. To postpone the Bid opening for its own convenience.

    e. Investigate the qualifications of any Bid, and/or require additional evidence or qualifications to perform the work.

X. CONFLICT OF INTEREST AND CODE OF CONDUCT

1. POLICY OVERVIEW

Federal regulations require VVTA to prevent conflicts of interest in contract awards. VVTA also seeks to avoid any appearance of conflicts of interest. VVTA personnel and Contractors are expected to avoid conflicts of interest or appearances thereof and actions which could result in favoritism or appearances thereof.

2. GUIDELINES FOR CONTRACTOR RELATIONSHIPS

To avoid conflict whether real or apparent, the following shall apply to employees of any Contractor providing services to VVTA.

No Contract Management personnel or support staff shall:

(a) Make recommendations or be involved in preparation of specifications for any contracts for which that Contract personnel may bid or propose.

(b) Be involved in any aspect of evaluation, selection, or award of a contract for which that Contract personnel may bid.

(c) Be involved in any aspect of contract administration of a contract or subcontract which has been awarded to Contract personnel.

Y. EVALUATION, NEGOTIATION AND SELECTION

1. OPENING OF BIDS

On Thursday, May 30, 2019, at 3:00 PM (Pacific Time), all bids received will be publicly opened. The amounts bid by each bidder will be read aloud. An announcement will be made of the apparent low bidder, pending the Responsibility and Responsiveness check of each bid received.

2. BID SELECTION PROCESS

a. VVTA will award the contract to the lowest and best responsive and responsible bidder which represents the most advantageous bid to VVTA, price and other factors considered. In determining the most advantageous bid price, quantifiable factors, and other factors are considered. This would include specifications, delivery requirements, the initial purchase price, life expectancy, cost of maintenance and operation over time, operating efficiency, training requirements, disposal value, and other factors contributing to the overall acquisition cost of an item. Consideration may be given, but not limited to conformity to the specifications, product warranty, a bidder's proposed service, ability to supply and provide service, delivery to required schedules, past performances in other contracts with VVTA including timely delivery. VVTA reserves the right to extend any contract when most advantageous to the Authority.

b. Bids that do not comply with the instructions contained in these IFB documents and do not include the required information shall be rejected as non-responsive and shall not be considered for the competitive range. VVTA reserves the right to waive technical defects, discrepancies and minor irregularities in an IFB and/or submitted Bid(s). VVTA reserves the right to award any alternatives set forth in the solicitation documents in its sole discretion. Submitted Bids may be rejected if there is any alteration of the IFB forms, additions not called for, conditional Bids, incomplete Bids, or irregularities of any kind. VVTA reserves the right to reject any Bid not in compliance with the solicitation documents or prescribed public contracting procedures and requirements. Written notice of rejection of all submitted Bids shall be sent to all Bidders. **ALL UNSIGNED BIDS SHALL BE REJECTED.**

c. Submittal of a Bid shall mean that the Bidder has accepted the VVTA Contract Documents in their entirety without exception.

d. Bids that have been determined not to be in the competitive range and cannot be reasonably made to be within the competitive range, will be notified in writing, that they are no longer under consideration.

e. No information, financial or otherwise, will be provided to any Bidder about any of the Bids from other Bidders. Bidders will not be given a specific price or specific financial requirements they must meet to gain further consideration, except that proposed prices may be considered to be too high with respect to the marketplace or unacceptable. Bidders will not be told of their rankings among the other Bidders.

f. **Best Offers.** VVTA expects that all responsible and responsive Bidders shall submit their Best Offer upon initial submission in response to this solicitation.

g. **VVTA reserves the right to make an award to a Bidder whose Bid it judges to be most advantageous to VVTA without conducting any written or oral discussions with any Bidders or solicitation of any BAFO.**

4. **AWARD**

After the determination of the Bid with the lowest price by the most responsible and responsive Bidder, a written Notice to Proceed will be sent to the winning bidder.

**** End of Instructions to Bidders ****

VVTA IFB 2019-14
CHARGEPOINT BUS CHARGER INSTALLATION
ATTACHMENT A – SCOPE OF WORK

A. Background

The State of California is in the process of encouraging local Transit Agencies to begin the process of purchasing Battery Electric Buses. To begin the effort, VVTA has purchased 7 Battery Electric Buses from New Flyer. The purchase of the buses includes 7 Charge Point Bus Chargers.

VVTA and Southern California Edison (SCE) have worked with the owner of a neighboring property for an easement to allow SCE to begin the installation of the required power supply needed to charge the buses. Their plan is to begin the construction around May 20, 2019.

The first bus is due to arrive at VVTA on or around June 17th, 2019. Five more buses are due to arrive in July and the 7th bus will be delivered within the first 2 weeks of August.

For VVTA, this is only the beginning. VVTA plans to expand its fleet to follow the requirements given by the California Air Resources Board (CARB). As our Electric Bus Fleet expands, the installation of additional chargers will be required.

A. VVTA Requirements

- Saw cutting through 6" of concrete;
- Conduit from disconnects to charger bases;
- Installation of the mounting bases; and
- Concrete work to complete the installation.
- Installation of the chargers to the mounting bases
- Connecting the power from the disconnects to the chargers

The total number of chargers, mounting bases, conduit wiring, concrete removal, and reinstallation will be 7 charger units.

Chargers are to be installed in a location specified by VVTA's Fleet and Facility Maintenance Director, or his designee, at a location in VVTA's Maintenance Yard that is close to the power disconnects installed by SCE, or their contractor.

All finish work and clean up must be completed by the Contractor so that the facility is brought back to its pre-construction condition of cleanliness and aesthetics.

B. Charger Manufacturer Requirements

1. Awarded Contractor must attend a 90-minute information video which they will supply;

2. Awarded Contract must install the chargers in compliance with the manufacturer's instruction and guidance (See Exhibit 1);

3. A factory representative will be assigned to the project to provide assistance;

4. If the manufacturer finds the installation does not meet their requirements, Contractor will be responsible to bring the project into compliance with manufacturer's specifications at no additional cost to VVTA and assume full responsibility to bring installation into compliance; and

5. Contractor is to contact ChargePoint's designated representative with any questions or concerns regarding clarifications or guidance of the installation process, once awarded, to ensure compliance with their requirements.

C. Southern California Edison Requirements

1. Awarded Contractor must attend a pre-production meeting to be presented by SCE as they will be the responsible party to supply the necessary power for the chargers and runt the power to disconnect switches near the actual installation point of the chargers; and

2. Contractor must work with SCE and/or their designated contractor on the project in order to facilitate ta cost efficient and professional completion to the overall project.

THIS AGREEMENT is made and entered into this ___ day of ____, 20__, by and between the **VICTOR VALLEY TRANSIT AUTHORITY**, a Joint Powers authority, created pursuant to the laws of the State of California ("VVTA" OR "Agency") and

_____ ("CONTRACTOR").

RECITALS

WHEREAS, VVTA circulated and distributed an Invitation for Bid ("IFB") from qualified firms who can provide the products and services needed to complete the installation of the ChargePoint Bus Charging stations, a copy which is attached herein as Exhibit 1 (IFB); and

WHEREAS, CONTRACTOR submitted a proposal to provide the charger installations per the Scope of Work described in the RFP, a copy which is attached herein as Exhibit 2: and

WHEREAS, CONTRACTOR has represented and warrants to VVTA that it has the necessary training, experience, expertise, physical manufacturing capacity and staff competency to provide the services, goods and materials that are described in this Agreement, at a cost to VVTA as herein specified and that it will be able to perform the herein described services for VVTA by virtue of its current resources and specialized knowledge of relevant data, issues, and conditions: and

WHEREAS, CONTRACTOR represents and warrants that neither CONTRACTOR, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

WHEREAS, CONTRACTOR further represents and warrants that no conditions or events now exist which give rise to CONTRACTOR, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners being excluded or debarred from any Federal or State program; and

WHEREAS, CONTRACTOR understands that VVTA is relying upon these representations in entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and conditions herein contained, VVTA and CONTRACTOR hereby agree as follows:

SAMPLE

1. SCOPE OF WORK

A. CONTRACTOR will perform the Work and related tasks as described in Attachment A, Scope of Work (Exhibit 2) hereto and is incorporated by reference into and made a part of this Agreement.

B. This is a non-exclusive Agreement, whereby VVTA may, at its sole discretion, augment or supplant the Work with its own forces or forces of another contractor or entity. CONTRACTOR will cooperate fully with VVTA's staff or other contractor or entity that may be providing similar or the same Work for VVTA.

2. CONTRACT DOCUMENTS

The complete Contract between the parties shall consist of the following component parts:

This Agreement;

A. Exhibit 1 – RFP NUMBER 2019-14 ChargePoint Bus Charger Installation, including Addenda and all Attachments;

B. Exhibit 2 – RFP SCOPE OF WORK

C. Exhibit 3 – CONTRACTOR's Offer and Bid Submission dated _____

D. Exhibit 3 – CONTRACTOR's Price Proposal Sheets dated _____

E. Exhibit 4 – CONTRACTOR's Proof of Insurance dated _____

F. Exhibit 5 – Completed, signed and notarized (if applicable) forms as required by the Solicitation.

All the Exhibits mentioned in this Agreement are attached and are herein incorporated. This Agreement and the other Exhibits mentioned constitute the entire Contractual Agreement between the parties. In the event of any conflict between any of the provisions of this Agreement and Exhibits, the provision that requires the highest level of performance from CONTRACTOR for VVTA's benefit shall prevail. Proposer shall execute and submit Certifications as required in the RFP shall be submitted separately in each Proposer's Price Proposal.

In the event of any conflict between the final contract and the provisions included in the attachments, the negotiated terms of the final contract shall prevail.

SAMPLE

3. PERIOD OF PERFORMANCE

This Agreement shall commence on _____, and shall continue in full force and effect through _____,unless earlier terminated or extended as provided in this Agreement.

4. TOTAL CONSIDERATION

A. In accordance with the terms and conditions of this Contract, VVTA shall pay CONTRACTOR for its obligations under this Agreement. VVTA shall pay CONTRACTOR on a FIXED PRICE basis at the fully burdened fixed rates stated herein in accordance with the provisions, of this Section, and subject to the maximum cumulative payment obligation

RATES

B. VVTA's maximum cumulative payment obligation under this Agreement shall not exceed _____ ($_____.__), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

5. INVOICING AND PAYMENT

A. CONTRACTOR shall invoice VVTA upon completion of the project. CONTRACTOR shall furnish information as may be requested by VVTA to substantiate the validity of an invoice.

CONTRACTOR shall submit invoices in duplicate to:

VICTOR VALLEY TRANSIT AUTHORITY
ATTN: ACCOUNTS PAYABLE
17150 SMOKE TREE STREET
HESPERIA, CA 92345-8305

A separate invoice shall be used for each shipment. Each invoice shall include, at a minimum, the following information:

- Contract number
- Purchase Order number
- Invoice number
- Description of delivery
- Delivery date
- Total quantity delivered
- Unit Price, extended price and applicable taxes
- Information as requested by VVTA

B. VVTA shall remit payment within forty-five (45) calendar days of approval of the invoices by VVTA Senior Staff. VVTA does encourage the CONTRACTOR to accept discount terms of

SAMPLE

2% 10, net 45, in the event the CONTRACTOR is in need of expedited terms.

In the event VVTA should overpay CONTRACTOR, such overpayment shall not be construed as a waiver of VVTA's right to obtain reimbursement for the overpayment. Upon discovering any overpayment, either on its own or upon notice from VVTA, CONTRACTOR shall immediately reimburse VVTA the entire overpayment or, at its sole discretion, VVTA may deduct such overpayment amount from monies due to CONTRACTOR under this Agreement or any other Agreement between VVTA and CONTRACTOR.

6. AUDIT AND INSPECTION OF RECORDS

In accordance with 49 C.F.R. § 18.36(i), 49 C.F.R. § 19.48(d), and 49 U.S.C. § 5325(a), provided VVTA is the FTA Recipient or a sub-grantee of the FTA Recipient, the Contractor agrees to provide VVTA, FTA, the Comptroller General of the United States, the Secretary of the U.S. Department of Transportation, or any of their duly authorized representatives access to any books documents, papers, and records of the Contractor which are directly pertinent to or relate to this Contract (1) for the purpose of making audits, examinations, excerpts, and transcriptions and (2) when conducting an audit and inspection.

A. In the event of a **sole source Contract, or single Offer, single responsive Offer, or competitive negotiated procurement**, the Contractor shall maintain and VVTA, the U.S. Department of Transportation *(if applicable),* or the representatives thereof, shall have the right to examine all books, records, documents, and other cost and pricing data related to the Contract price, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of Contract shall be made available for the purpose of evaluating the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, including review of accounting principles and practices that reflect properly all direct and indirect costs anticipated for the performance of the Contract.

B. **For Contract Amendments**, the VVTA, the U.S. Department of Transportation *(if applicable)*, or their representatives shall have the right to examine all books, records, documents, and other cost and pricing data related to a Contract Amendment, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of the Contract Amendment shall be made available for the purpose of evaluating the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, either before or after execution of the Contract Amendment for the purpose of conducting a cost analysis. If an examination

SAMPLE

made after execution of the Contract Amendment reveals inaccurate, incomplete, or out-of-date data, the VVTA may renegotiate the Contract Amendment and VVTA shall be entitled to any reductions in the price that would result from the application of accurate, complete or up-to-date data.

7. NOTIFICATION

All notices hereunder concerning this Agreement and the Work to be performed shall be physically transmitted by courier, overnight, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To VVTA:
Attn: Christine Plasting, CPPB
Victor Valley Transit Authority
17150 Smoke Tree Street
Hesperia, CA 92345-8305

To CONTRACTOR

8. VVTA AND CONTRACTOR'S REPRESENTATIVES

A. VVTA

VVTA's Executive Director has authority to execute contracts on behalf of VVTA. Except as expressly specified in this Agreement, the Executive Director may exercise any powers, rights and /or privileges that have been lawfully delegated by VVTA. Nothing in this Agreement should be construed to bind VVTA

for acts of its officers, employees, and/or agents that exceed the delegation of authority specified herein. The Executive Director or his/her designee is empowered to:

1. Have general oversight of the Work and this Agreement, including the power to enforce compliance with this Agreement.

2. Reserve the right to remove any portion of the Work from CONTRACTOR which have not been performed to VVTA's satisfaction.

3. Subject to the review and acceptance by VVTA, negotiate with CONTRACTOR all adjustments pertaining to this Agreement for revision.

4. In addition to the foregoing, the Executive Director shall have those rights and powers expressly set forth in other sections of this Agreement.

B. Contractor's Key Personnel

The following are CONTRACTOR's key personnel and their associated roles in the Work to be provided:

SAMPLE

Name	Role

Any propose/substitution or replacement by Contractor of Contractor's key personnel shall ensure that such person possesses the same or better expertise and experience than the key personnel being substituted or replaced. VVTA reserves the right to interview such person to ascertain and verify if such proposed substitution or replacement does in deed possess such expertise and experience.

VVTA awarded this Agreement to CONTRACTOR based on VVTA's confidence and reliance on the expertise of CONTRACTOR's key personnel described above. CONTRACTOR shall no reassign key personnel or assign other personnel to key personnel roles until CONTRACTOR obtains prior written approval from VVTA.

9. TERMINATION OF CONTRACT

A. TERMINATION FOR CONVENIENCE

1. The performance of Work under this Contract may be terminated in whole, or from time to time in part, by VVTA for the convenience of VVTA whenever VVTA determines that such termination is in the best interest of VVTA and the other procuring agencies. Any such termination shall be executed by delivery to the Contractor of a written Notice of Termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective. After receipt of a Notice of Termination, and except as otherwise directed by VVTA, the Contractor must:

   (a) Stop the Work under the Contract on the date and to the extent specified in the Notice of Termination;

   (b) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated;

   (c) Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated as set out in the Notice of Termination;

(d) Assign to VVTA in the manner, at the times, and to the extent directed by VVTA, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case VVTA shall have the right, in its discretion, to settle or pay and or all claims arising out of the termination of such orders and subcontracts;

(e) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of VVTA, to the extent he/she may require, which approval or ratification shall be final for all the purposes of this Section;

(f) Transfer title to VVTA and deliver in the manner, at the times, and to the extent, if any, directed by VVTA the fabricated or un-fabricated parts, work in process, completed work, supplies, and other material produced as part of, or acquired in connection with the performance of, the Work terminated, and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to VVTA;

(g) Complete performance of such part of the Work as shall not have been terminated by the Notice of Termination; and

(h) Take such action as may be necessary, or as VVTA may direct, for the protection or preservation of the property related to this Contract which is in the possession of the Contractor and in which VVTA has or may acquire an interest.

2. After receipt of a Notice of Termination, the Contractor shall submit to VVTA its termination claim, in the form and with certification prescribed by VVTA. Such claim shall be submitted promptly but in no event later than six months from the effective date of termination, unless one or more extensions in writing are granted by VVTA, upon request of the Contractor made in writing within such six months period or authorized extension thereof. However, if VVTA determines that the facts justify such action, it may receive and act upon any such termination claim at any time after such six months period or any extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, VVTA may determine, on the basis of information available, the amount, if any, due the Contractor by reason of the termination and will thereupon pay the Contractor the amount so determined.

3. Subject to the provisions of subsection 2 above, the Contractor and VVTA may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination or work pursuant to this Section, which amount or amounts may include an allowance for profit on work done; provided that such agreed amount or amounts exclusive of settlement costs, shall not exceed the

SAMPLE

total Contract Consideration as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. The Contract will be amended accordingly, and the Contractor will be paid the agreed amount.

4. In the event of failure of the Contractor and VVTA to agree, as provided in subsection 3, upon the amount to be paid the Contractor by reason of the termination of Work pursuant to this Section, VVTA will pay the Contractor the amounts determined by VVTA as follows, but without duplication of any amounts agreed in accordance with subsection:

   With respect to Contract Work performed prior to the effective date of the Notice Termination, the total (without duplication of any items) of:

   (a) The costs of such Work;

   (b) The cost of settling and paying claims arising out of the termination of Work under subcontracts or orders as provided in subsection 1(e) above, exclusive of the amounts paid or payable on account of supplies or material delivered or services furnished by the subcontractor prior to the effective date of the Notice of Termination of Work under this Contract, which amounts shall be included in the costs on account of which payment is made under 2 above;

   (c) A sum, as profit on 4(a) above, determined by VVTA to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed under this subsection 4(c) and an appropriate adjustment shall be made by reducing the amount of the settlement to reflect the indicated rate of loss; and

   (d) The reasonable cost of preservation and protection of property incurred pursuant to subsection A (9) and any other reasonable cost incidental to termination of work under this Contract, including expense incidental to the determination of the amount due to the Contractor as the result of the termination of Work under this Contract.

5. The total sum to be paid to the Contractor under subsection 4 will not exceed the total Contract Consideration as reduced by the amount of payments otherwise made and as further reduced by the Contract price of Work not terminated. Except for normal spoilage, and except to the extent that VVTA will have otherwise expressly assumed the risk of loss, there will be excluded from the amounts payable to the Contractor under subsection 4 the fair value, as determined by the VVTA, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to VVTA, or to a purchaser pursuant to subsection 1 (g) of this Section.

SAMPLE

6. In arriving at the amount due the Contractor under this Section, there will be deducted:

   (a) The amount of any claim which VVTA has against the Contractor in connection with the Contract; and

   (b) The agreed price for, or the proceeds of sale of materials, supplies, or other items acquired by the Contractor or sold, pursuant to the provision of this Section, and not otherwise recovered by or credited to VVTA.

7. If the termination hereunder is partial, prior to the settlement of the terminated portion of the Contract, the Contractor may file with VVTA a written request for an adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the Notice of Termination), and such adjustment as may be agreed will be made in the price or prices.

8. VVTA may from time to time, at its sole discretion and under terms and conditions it may prescribe, make partial payments and payments on account against cost incurred by the Contractor in connection with the terminated portion of the Contract whenever, in the opinion of VVTA, the aggregate of payments does not exceed the amount to which the Contractor will be entitled hereunder. If the total of the payments is in excess of the amount finally agreed or determined to be due under this Section, the excess shall be paid by the Contractor to VVTA upon demand, together

   with interest at the rate of 10 percent per annum or the maximum rate permitted by applicable law, whichever is less, for the period from the date the excess payment is received by the Contractor to the date on which the excess payment is repaid to VVTA.

9. Unless otherwise provided for in this Contract, or by applicable statute, the Contractor, from the effective date of termination and for a period of three years after final settlement under this Contract, shall preserve and make available to VVTA at all reasonable times at the office of the Contractor but without direct charge to VVTA, all its books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the Work terminated hereunder, or to the extent approved by VVTA, photographs, microphotographs, or other authentic reproductions thereof.

10. The Contractor shall insert in all subcontracts that the Subcontractor or Supplier shall stop work on the date of and to the extent specified in a Notice of Termination from VVTA and shall require that any tier subcontractor to insert the same provision in any tier subcontract.

11. The Contractor shall communicate immediately upon receipt thereof, any Notice of Termination issued by VVTA to the affected Subcontractors and Suppliers of any tier.

SAMPLE

12. Under no circumstances is the Contractor entitled to anticipatory, unearned profits or consequential damages as a result of a termination or partial termination under this Section. The payment to the Contractor determined in accordance with this Section constitutes exclusive remedy for a termination hereunder.

13. Anything contained in the Contract to the contrary notwithstanding, a termination under this Section shall not waive any right or claim to damages which VVTA may have and VVTA may pursue any course of action it may have under the Contract.

B. **TERMINATION FOR CAUSE**

(1) By written Notice of Termination to the Contractor, VVTA and the other procuring agencies may cancel the whole or any part of the Contract in any one of the following circumstances:

(a) If the Contractor fails to perform the Work within the time specified or any extension thereof;

(b) If the Contractor fails to perform any of the provisions of the Contract, or so fails to make progress so as to endanger performance of the Contract in accordance with its terms, and in either of these two later circumstances, does not cure such failure within a period of the 10) calendar days (or such additional time as may be specified in the notice) after VVTA gives notice to Contractor of the failure;

(c) The Contractor or Subcontractor or Supplier has violated an authorized order or requirement of VVTA;

(d) Abandonment of the Contract;

(e) Assignment of subcontracting of the Contract or any Work under the Contract without approval by VVTA;

(f) Bankruptcy or appointment of a receiver for the Contractor's property;

(g) Performance by the Contractor in bad faith;

(h) Contractor allowing any final judgment to stand (unsatisfied) for a period of 48 hours (excluding weekends and legal holiday(s);

(i) Material failure to comply with the law, ordinance, rule, regulation or order of a legal authority applicable to the Contract, the Work, the Contractor or the goods; or

(j) Failure to indemnify any party which the Contractor is obligated to indemnify

SAMPLE

under the Section 2.7.5, Indemnification, or elsewhere under the Contract.

(2) The Contractor shall be provided a period of ten (10) days to cure such failure (or such longer period as VVTA may authorize in writing) after receipt of notice from VVTA specifying such failure.

(3) In the event the Contractor does not cure the breach to the satisfaction of VVTA within the time period specified by VVTA, VVTA will send the Contractor a written notice of failure to cure the breach. Upon receipt of such written notice from VVTA, Contractor shall:

(a) Stop Work on the date of, and to the extent specified in, the Notice of Termination;

(b) Place no further orders or subcontracts for materials, equipment, services, or facilities, except that which is necessary to complete the portion of the Work which is expressly not cancelled under the Notice of Termination;

(c) Cancel all orders or subcontracts to the extent that they relate to the performance of Work cancelled under the Notice of Termination; and

(d) Comply with all other requirements of VVTA specified in the Notice of Termination.

(4) If the Contract is cancelled as provided in this Section, VVTA may require Contractor to transfer title and deliver to VVTA, as directed by VVTA, the following:

(a) Any completed supplies or equipment furnished by VVTA; and

(b) Such partially completed supplies and materials, installations, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing materials") that the Contractor has specifically produced or acquired for the cancelled portion of this Contract. The Contractor shall also protect and preserve property in its possession in which VVTA has an interest at the Contractor's sole expense.

(5) Upon VVTA's Termination of the Contractor's right to proceed with the Work because of the Contractor's default under the Contract, VVTA will have the right to complete the Work by whatever means and method it deems advisable. VVTA will not be required to obtain the lowest prices for completing the Work but shall make such expenditures as, in VVTA's sole judgment, best accomplish such completion.

(6) The expense of completing the Work, together with a reasonable charge for engineering, managerial and administrative services, as certified by the Lead Procuring Agency, will be charged and will be deducted by VVTA out of such monies

SAMPLE

as may be due or may at any time thereafter become due to the Contractor. In case such expense is in excess of the sum which otherwise would have been payable to the Contractor under the Contract, then the Contractor or its surety shall promptly pay the amount of such excess to VVTA upon notice of the excess so due. VVTA may, in its sole discretion, withhold all or any part of any progress payments otherwise due the Contractor until completion and final settlement of the Work covered by the Notice of Termination of Contractor's right to proceed.

(7) Contractor shall insert in all subcontracts that the Subcontractor or Supplier will stop work on the date of or to the extent specified in a Notice of Termination from VVTA and shall require the Subcontractors and Suppliers to insert the same provision in any of their subcontracts.

(8) The Contractor shall immediately upon receipt communicate any Notice of Termination issued by VVTA to the affected Subcontractors and Suppliers at any tier.

(9) The Surety on the Contractor's Performance Bond provided for in this Contract shall not be entitled to take over the Contractor's performance of Work in case of termination under this Section, except with the prior written consent of VVTA.

(10) The Contractor shall not be liable for any costs in excess of the total Contract Consideration if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor and/or Supplier and such default arises out of causes beyond the control of and without the fault or negligence of either the Contractor or the Subcontractor and/or Supplier, and if the Supplies or Services to be furnished by the Subcontractor or Supplier were not obtainable from other sources in sufficient time to permit the Contractor to meet the required Delivery Schedule, the Contractor shall not be liable for any costs in excess of the total Contract Consideration to complete the Work.

(11.) If, after issuance of the Notice of Termination of this Contract, it is determined for any reason that the Contractor was not in breach, or that the breach was excusable, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to the Termination for Convenience Section, and the Contractor shall be reimbursed for costs incurred under the terms of that Section.

10. ASSIGNMENT

This Agreement, any interest herein or claim hereunder, may not be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR – without prior written consent of VVTA. Consent by VVTA shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

11. SUBCONTRACTING

SAMPLE

VVTA hereby consents to CONTRACTOR's subcontracting of portions of the Work to the parties identified below for the functions described in CONTRACTOR's proposal. CONTRACTOR shall include in each subcontract agreement the stipulation that CONTRACT, not VVTA, is solely responsible for payment to the subcontractor for all amounts owing and that the subcontractor shall have no claim, and shall take no action against VVTA, Member Agencies or officers, directors, employees or sureties thereof for nonpayment by CONTRACTOR.

Subcontractors' Names and Addresses	**Work to be Performed**
_____	_____
_____	_____
_____	_____

12. SUCCESSORS AND ASSIGNS

Subject to any provision under this Contract restricting assignment or subcontracting by CONTRACTOR, the provisions of this Contract shall be binding upon and inure to the benefit of the respective successors, assigns, heirs, and personal representatives of the parties to this Contract.

13. STATUS OF CONTRACTOR

A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between VVTA and CONTRACTOR. Neither CONTRACTOR nor CONTRACTOR'S assigned personnel shall be entitled to any benefits payable to employees of VVTA. CONTRACTOR hereby indemnifies and holds VVTA harmless from any and all claims that may be made against

VVTA, based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract or any services provided pursuant to this Contract.

B. It is further understood and agreed by all the parties hereto that neither CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any right to act on behalf of VVTA in any capacity whatsoever as an agent or to bind VVTA to any obligation whatsoever.

C. It is further understood and agreed by all the parties hereto that CONTRACTOR must issue any and all forms required by Federal and State laws for income and employment tax purposes, including, but not limited to W-2 and 941 forms, for all of CONTRACTOR'S assigned personnel.

14. CONTRACTOR'S RESPONSIBILITY

SAMPLE

A. The CONTRACTOR shall be responsible for the Work performed under the terms of this Contract to the extent provided by law. The CONTRACTOR agrees not to disclose information identified by VVTA as proprietary to third parties, unless approved in advance by VVTA or required by law.

B. VVTA shall not be held liable or responsible for the maintenance and/or safety of the CONTRACTOR's equipment or supplies placed upon VVTA's property in accordance with this Contract. The CONTRACTOR acknowledges that it assumes full responsibility for any loss or damage to its equipment and supplies.

C. Any materials, equipment or work found to be damaged or defective during the period CONTRACTOR is performing the maintenance for the facility pursuant to this Agreement shall be repaired, replaced or corrected by the CONTRACTOR hereunder without additional cost to VVTA, unless such damage is the result of VVTA's gross negligence or willful misconduct.

D. CONTRACTOR shall pay for all taxes, except for sales, use, transaction and excise taxes that were legally enacted at the time CONTRACTOR's offer submitted. CONTRACTOR shall secure and pay for all permits and governmental fees, licenses and inspections necessary for the proper execution and completion of this Contract.

15. GOVERNING LAW

This Contract shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Contract shall be filed and resolved in the Superior Court of the County San Bernardino.

16. TIME OF THE ESSENCE

Time is of the essence in the performance of every term, covenant, condition, and provision of this Contract.

17. PUBLIC RECORDS ACT

Upon its execution, this Contract (including all Exhibits) shall be subject to disclosure pursuant to the California Public Records Act.

18. INDEMNIFICATION

A. To the furthest extent allowed by law, Contractor shall indemnify, hold harmless and defend VVTA and its members, board members, officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by VVTA, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses),

SAMPLE

arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Contractor's obligations under the preceding sentence shall apply regardless of whether VVTA or any of its members, board members, officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of VVTA or any of its members, board members, officers, officials, employees, agents or volunteers.

If Contractor should subcontract all or any portion of the work to be performed under this Agreement, Contractor shall require each subcontractor to indemnify, hold harmless and defend VVTA and its members, board members, officers, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

B. If CONTRACTOR has retained legal counsel reasonably acceptable to Agency, CONTRACTOR shall have the sole charge and direction of the defense of the suit, action or proceeding while it is assigned to such counsel. VVTA shall at the request of the CONTRACTOR furnish to the CONTRACTOR all reasonable assistance that may be necessary for the purpose of defending such suit, action or proceeding, and shall be repaid all reasonable costs incurred in doing so. VVTA shall have the right to be represented therein by advisory council of its own selection at its own expense.

19. REVISIONS

By written notice or order, VVTA may, from time to time, order work suspension or make changes to this Agreement. Changes in the Work shall be mutually agreed to and incorporated into an amendment to this Agreement. Upon execution of an amendment, CONTRACTOR shall perform the Work, as amended.

Price Adjustments:

A. Any change in the contract that causes an increase or decrease in cost to VVTA, or the time required for the performance of the contract, must be approved as prescribed herein. In the event that the change is a request for price escalation by the Contractor, any price escalation or de-escalation must be justified by the contractor using acceptable measures such as the Consumer Price Index (CPI) or other universally accepted measure.

B. An equitable adjustment in the compensation and schedule will be made upon an approved Change Order.

C. CONTRACTOR shall be liable for all costs resulting from, or for satisfactorily correcting, any and all unauthorized specification changes not properly ordered by written modification to the contract.

D. Except as otherwise expressly provided in the Contract, when costs are a factor in any

determination of a contract price adjustment, such costs shall be in accordance with the applicable cost principles of Subpart 31.2 of the Federal Acquisition Regulations (FAR) in effect at the onset of the Contract.

Modifications:

Unless specified otherwise in the Agreement, this Agreement may only be modified by written mutual consent evidenced by signature of representative authorized to enter into and modify the Agreement. In order to be effective, amendments may require approval by VVTA's Board of Director, and in all instances require prior signature of an authorized representative of VVTA.

20. RIGHTS IN TECHNICAL DATA

A. No material or technical data prepared by CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by VVTA.

B. The originals of all letter, documents, reports and other products and data produced under this Agreement shall become the property of VVTA without restriction or limitation on their use and shall be made available upon request to VVTA at any time. Original copies of such shall be delivered to VVTA upon completion of the Work or termination of the Work. CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of VVTA. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

21. OWNERSHIP OF REPORTS AND DOCUMENTS

The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the sole and exclusive property of VVTA. Copies may be made for CONTRACTOR's records, but shall not be furnished to others without prior written authorization from VVTA. Such deliverables shall be deemed works made for hire, and all rights in copyright therein shall be retained by VVTA.

22. OWNERSHIP RIGHTS

A. In the event VVTA rightfully obtains copies of Proprietary Data under the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or develop by CONTRACTOR, it's Third Party Software Contractors and its Suppliers as part of the Project, any derivative works

and associated documentation created by and on behalf of VVTA by Permitted Programmers (as defined in the License Agreement) shall be the sole and exclusive

SAMPLE

property of VVTA (collectively "VVTA Intellectual Property"), and VVTA may use, disclose and exercise dominion and full rights of ownership, in any manner in VVTA Intellectual Property in connection with the use, operation an maintenance of a transportation system administered by VVTA. No use of VVTA Intellectual Property shall be made for any purpose other than in conjunction with a transportation system administered by CONTRACTOR, and VVTA shall not sell, lease, rent, give away or otherwise disclose any VVTA Intellectual property to any outside third party other than Permitted programmers. To the extent there may be any question of rights of ownership or use in any VVTA Intellectual Property, CONTRACTOR shall require all of its subcontractors and suppliers (including without limitation its Third Party Software Contractors) to assign to VVTA, all worldwide right, title and interest in and to all VVTA Intellectual Property in a manner consistent with the foregoing terms of this paragraph. CONTRACTOR shall execute any documents as VVTA may from time to time reasonable request to effectuate the terms of this paragraph.

B. All documentation and Software which predates this Contract and which otherwise owned by Contractor or its Third Party Software Contractors, and all Documentation and Software which is created by CONTRACTOR or its Third Party Software Contractors shall be Licensed Software or Licensed Documentation, as appropriate. All Licensed Software and Licensed Documentation shall be governed by License Agreement by and between the parties of event date herewith.

23. WORK FOR HIRE

Any Work created or produced as a part of this Agreement that may be defined under Section 101, Title 17, USC will be considered "work for hire" as it pertains to ownership rights. CONTRACTOR, by his/her endorsement heron agrees that all rights to any work(s) created or produced are waived, and that ownership rests with VVTA. CONTRACTOR further agrees to ensure transfer of all rights to such work(s), as defined under federal copyright law that may be created or produced under this Agreement by its suppliers, contractors or subcontractors.

24. SUBMITTAL OF CLAIMS BY CONTRACTOR

CONTRACTOR shall file any and all claims with VVTA in writing within thirty (30) days of the event or occurrence giving rise to the claim. The claim shall be in sufficient detail to enable VVTA to ascertain the claim's basis and amount, and shall describe the date, place and other pertinent circumstances of the event or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss or damages allegedly incurred by CONTRACTOR.

Even though a claim may be filed and/or in review by VVTA, CONTRACTOR shall continue to perform in accordance to this Agreement.

25. EQUAL OPPORTUNITY

CONTRACTOR shall not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical disability, mental disability, political affiliation, sexual orientation, marital status

or other status protected by law. CONTRACTOR shall take action to ensure that applicants and employees are treated without regard to the above.

26. STANDARD OF PERFORMANCE

A. CONTRACTOR shall perform and exercise, and require its subcontractors to perform and exercise due professional care and competence in this performance of the Work in accordance with the requirements of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Work, it being understood that VVTA will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the "Standard of performance" for purposes of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

B. All workers shall have sufficient skill and experience to perform the Work assigned to them. VVTA shall have the right, at its sole discretion to require the immediate removal of CONTRACTOR's personnel at any level assigned to the performance of the Work at no additional fee or cost to VVTA, if VVTA considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing Work under the Agreement under this Article shall not be reassigned to perform Work in any other capacity under this Agreement without VVTA's prior written approval.

27. NOTIFICATION OF EMPLOYMENT OF VVTA BOARD MEMBERS/ALTERNATES AND EMPLOYEES

To ensure compliance with VVTA's Ethics Policy, CONTRACTOR shall provide written notice to VVTA disclosing the identity of any individual who CONTRACTOR desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of VVTA, or (2) SERVED AS A Board Member/Alternate or an employee of VVTA within the previous 12 months of the date of the proposed employment or retention by CONTRACTOR. CONTRACTOR's written notice shall indicate whether the individual will be an officer, principal or shareholder of the entity and/or will participate in the performance of this Agreement.

28. DISQUALIFYING POLITICAL CONTRIBUTIONS

In the event of a proposed amendment to this Agreement, CONTRACTOR shall provide prior to the execution of such amendment, a written statement disclosing any contribution(s) of $250 or more made by CONTRACTOR or its subcontractor(s) to VVTA Board Members/Alternates or employees within the preceding twelve (12) months of the date of the proposed amendment. Applicable contributions include those made by any agent/person/entity on behalf of CONTRACTOR or subcontractor(s).

29. COMPLIANCE WITH LAW

CONTRACTOR shall familiarize itself with and perform the Work required under this Agreement in conformity with requirements and standards of VVTA, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and work may be affected by Work under this Agreement. CONTRACTOR shall also comply with all Federal, state and local laws and ordinances.

30. COMPLIANCE WITH LOBBYING POLICIES

A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by VVTA in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with VVTA's Ethics Policy.

B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with VVTA's Ethics Policy, such failure shall be considered a material breach of this Agreement and VVTA shall have the right to immediately terminate or suspend this Agreement.

31. WAIVER/INVALIDITY

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision, or of any other breach of the provision of the Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision

The invalidity in whole or in part of any provision of this Agreement shall no void or affect the validity of any other provision.

32. FORCE MAJEURE

Performance of each and all CONTRACTOR's and VVTA's covenants herein shall be subject to such delays as may occur without CONTRACTOR's or VVTA's fault from acts of God, strikes, riots, or from other similar causes beyond CONTRACTOR's or VVTA's control.

33. CONFIDENTIALITY

CONTRACTOR agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by CONTRACTOR in the performance of this Agreement, shall be considered and kept as the private and privileged records of VVTA and will not be divulged to any person, firm, corporation, or other entity except on the direct prior written authorization of VVTA. Further, upon expiration or termination of this Agreement for any reason, CONTRACTOR agrees

that it will continue to treat as private and privileged any information, data, figures, records, findings and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct prior written authority of VVTA.

SAMPLE

34. CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC

A. VVTA shall review and approve in writing all VVTA related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication.

CONTRACTOR shall not allow VVTA related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that VVTA endorses CONTRACTOR's firm, service, and/or product.

B. CONTRACTOR shall refer all inquiries from the news media to VVTA, and shall comply with the procedures VVTA's Public Affairs staff regarding statements to the media relating to this Agreement or the Work.

C. If CONTRACTOR receives a compliant from a citizen or the community, CONTRACTOR shall inform VVTA as soon as possible and inform VVTA of any action taken to alleviate the situation.

D. The provision of this Article shall survive the termination or expiration of this Agreement.

35. CONFLICT OF INTEREST

A. Prohibited Interests

1. During the term of this Contract, Contractor, its officers, employees and their immediate families shall not acquire any interest, direct or indirect, that would conflict with the performance of services required to be performed under this Contract.

2. Violation of subparagraph A. (1), is a material breach of this Contract, and Agency shall have the right to debar Contractor from participating at any tier in any Agency contract for a period of up to five (5) years.

3. Contractor shall include a copy of subparagraphs A. (1), and A. (2), of this provision in any agreement it makes with its subcontractors.

B. Covenant

1. Contractor covenants that prior to award of this Contract, Contractor has disclosed

any present interest and any interest existing within twelve (12) months prior to award of this Contract including, without limitation, any business or personal relationship that

SAMPLE

creates an appearance of a conflict of interest. Disclosable interests and relationships are those that may reasonably be viewed as creating a potential or actual conflict of interest. Disclosable interests and relationships are those that may reasonably be viewed as creating a potential or actual conflict of interest. Any existing or prospective interest acquired or occurring after submission of the initial Certification shall be provided in an amended Certification with the executed Contract and shall be incorporated into the Contract by this reference. Violation of this covenant is a material breach of this Contract.

2. In addition, Contractor shall immediately disclose in writing to VVTA and or to the other procuring agencies General Manager and Chief Legal Counsel any interest or relationship described in subparagraph B(1) acquired or occurring during the term of this Contract.

3. Violation of the above disclosure obligations is a material breach of this Contract.

36. COVENANT AGAINST GRATIUITES

A. Prohibited Conduct

1. During the term of this Contract, Contractor, its officers and employees and their immediate families are prohibited from offering or giving a gratuity in any form including, without limitation, entertainment, favors, loans, gifts or anything of greater than nominal value for any reason including personal, non-business related reasons to any Lead Procuring Agency officer or employee or their immediate families. For the purpose of this section, nominal value means anything: (1) having an aggregate value of $35.00 (thirty-five dollars) or less per year; or (2) any perishable item (flowers or food) of any value except that prepared meals are subject to the $35.00 limit. A campaign contribution is not a gratuity and is not prohibited by this Section.

2. Violation of subparagraph A(1) of this provision is a material breach of this Contract, and Agency shall have the right to debar Contractor from participating at any tier in any Agency contract for a period of up to five (5) years.

3. Contractor shall include a copy of subparagraphs A (1) and A (2) of this provision in any agreement it makes with its subcontractors.

B. Covenant

Contractor covenants that prior to award of this Contract, Contractor has disclosed, any gratuity, as described above, that it, its officers, employees or their immediate families have offered or given to any Agency officer, employee or their immediate families for any reason including personal non-Business related reasons within the twelve (12) months prior to award of this Contract. Any gratuity offered or given after submission of the initial Certification shall be provided in an amended Certification with the executed Contract and shall be incorporated into the Contract by this reference. Violation of this covenant is a material breach of this Contract.

37. WARRANTY OF AUTHORITY

SAMPLE

The person executing this Contract on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Contract on behalf of Contractor and to bind Contractor to the terms, covenants and conditions of this Contract. Both the person executing this Contract on behalf of Contractor and CONTRACTOR understand that VVTA is relying on this representation in entering into this Contract.

38. ENTIRE AGREEMENT

This Contract, including any and all Exhibits, constitutes the entire agreement between VVTA and CONTRACTOR and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Contract or the construction or meaning of any term hereof, this Contract shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Contract.

SAMPLE

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year set forth above.

VICTOR VALLEY TRANSIT AUTHORITY

By: _____

Kevin Kane, VVTA Executive Director

APPROVED AS TO FORM

VVTA Legal Counsel _____

CONTRACTOR

By: _____

Name: Title:

By: _____

Name: Title:

1. INSURANCE REQUIREMENTS

A. General Requirements for Contractor

1) Without limiting or diminishing the Contractor's obligation to indemnify or hold VVTA harmless, Contractor shall procure, prior to commencement of the services required under this contract and maintain for the duration of the contract at its own expense, insurance of the kinds and in the amounts as indicated below;

2) Provide VVTA with valid original certificates of insurance and (except with regard to Professional Liability and Workers' Compensation) showing VVTA as an additional insured.

B. Deductibles or Self-Insured Retention (SIR)

SIR must be declared to and approved by VVTA. At the option of VVTA, either: the insurer shall reduce or eliminate such deductibles or SIR or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions

1) Commercial General Liability and Automobile Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of Contractor's performance of its obligations hereunder and if Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used. Policy shall name VVTA, its officers, officials, employees, agents and volunteers as insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations of the scope of protection afforded VVTA, its officers, officials, employees, agents, and volunteers.

a) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects VVTA, its officers, officials, employees, agents, and volunteers. Any insurance and/or deductibles and/or self-insured retentions or self-insured programs maintained by VVTA, its officers, officials, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not be construed as contributory.

b) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

c) Contractor shall notify VVTA of any suspension, void, cancellation or reduction in coverage or in limits, as required by contract, within (30) days of change.

2) Workers' Compensation

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including

Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of VVTA and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

3) ***Care, Custody, and Control***

Contractor shall insure any VVTA property while under its Care, Custody, and Control according to the requirements listed in the insurance coverage required.

D. Acceptability of Insurers

Insurance companies shall be State of California admitted or approved and have a current **A.M. Best's** rating of no less than **A:** VIII.

E. Verification of Coverage

1) Contractor shall furnish VVTA with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by VVTA before work commences.

2) As an alternative, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

3) In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Contractor may provide proof of self-insurance; such proof must be to the satisfaction of VVTA.

F. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

G. Notification of Terminated Insurance

Insurance shall not be terminated or expire without thirty (30) days written notice, and are required to be maintained in force until completion of the contract.

H. Endorsements

The following endorsements 1 through 4 are required to be made a part of the Comprehensive General Liability policy, and Endorsement No.4 is required to be made part of the Workers' Compensation and Employers' Liability policy:

1. "Victor Valley Transit Authority (herein referred to as VVTA), its employees, officers, agents and contractors are hereby added as additional insurers."

2. "This policy shall be considered primary insurance as respects any other valid and collectible insurance VVTA may possess, including any self-insured retention VVTA may have, and any other insurance VVTA does possess shall be considered excess insurance only."

3. "This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company." Coverage specified herein shall apply to acquisition actions of all procuring agencies under this contract.

4. "Thirty (30) days' prior written notice of Termination shall be given to VVTA in the event of Termination."

Such notice shall be sent to:
Victor Valley Transit Authority
ATTN: Christine Plasting
17150 Smoketree Street
Hesperia, California 92345

I. Proof of Coverage

Copies of all the required Endorsements shall be attached to the CERTIFICATE OF INSURANCE which shall be provided by the Contractor's insurance company as evidence of the stipulated coverage. This Proof of Insurance shall then be mailed to:

Victor Valley Transit Authority
ATTN: Christine Plasting
17150 Smoketree Street
Hesperia, California 92345

J. Special Provisions

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor and any approval of said insurance by the VVTA Board, VVTA staff or their insurance consultant(s), are not intended to and shall not in any manner limit or quality the liabilities and obligations otherwise assumed by Contractor pursuant to this Contract, including, but not limited to, the provisions concerning indemnification.

2. VVTA reserves the right to withhold payments to Contractor in the event of material noncompliance with the insurance requirements outlined above.

2. MINIMUM INSURANCE COVERAGE

1) **Commercial General Liability including Products/Completed Operations:** $1,000,000; per occurrence for bodily and property damage liability and $2,000,000 aggregate; *VVTA named and endorsed as an Additional Insured*.

2) **Automobile Liability:** $1,000,000; per occurrence for bodily and property damage liability and aggregate; *VVTA named and endorsed as an Additional Insured*.

3) **Workers' Compensation:** statutory limits

4) **Employer's Liability**: $1,000,000; per occurrence.

VVTA IFB 2019-14 CHARGEPOINT BUS CHARGER INSTALLATION
ATTACHMENT D – PROTEST PROCEDURES

1. PURPOSE

A. This policy provides guidelines for the submittal and evaluation of protests relating to all procurements. VVTA shall ensure, to the extent reasonably possible, uniform, timely and equitable consideration of all protests received by VVTA pursuant to this policy.

B. In order to be considered, a protest must be filed in a timely manner, as described herein, must satisfy all the applicable requirements described in this policy and must be brought by an interested party as defined below.

2. DEFINITIONS

The following definitions apply to this policy.

A. Interested Party – An actual proposer/bidder whose direct economic interest would be affected by the award of a contract or by the failure to award a contract. Interested parties do not include subcontractors or suppliers of an actual or prospective proposer/bidder, or joint venturers acting independently of a joint venture.

B. Procurement Manager - The person designated by VVTA who is responsible for managing the contracting and procurement function.

C. File or Submit – Shall mean the date of receipt of a written protest by VVTA.

D. Receipt of Protest – The date of receipt of the Protest will be the date in which VVTA receives the protest package.

3. REFERENCES

United States Department of Transportation, Federal Transit Administration, FTA Circulars, FTA Circular 4420.1 Third Party Contracting Guidelines. Note: Refer to the revision in effect at the time of protest.

4. BASIS OF PROTEST

A. Requests for Proposal

After the receipt of proposals by VVTA and after an action relating to the selection of a consultant/contractor by the VVTA Evaluation Committee, but prior to the award of a contract by the VVTA Board of Directors, a protest may be submitted on the basis of one or more of the following:

i. VVTA Failed to adhere to the evaluation process set forth in the solicitation package.

ii. VVTA failed to follow its own procurement policies and procedures.

iii. VVTA violated a specific law, rule, or regulation in the procurement process.

B. Invitations for Bid

After the receipt of bids by VVTA, but prior to award of a contract by the VVTA Board of Directors, a protest may be submitted on the basis of one or more of the following:

i. VVTA failed to follow its own procurement policies and procedures.

ii. VVTA violated a specific law, rule or regulation in the procurement process.

5. FILING OF PROTEST

A. Filing Written Protest with the VVTA Procurement Manager

An Interested Party wishing to protest a matter involving a procurement or proposed contract award shall file with the Procurement Manager, a written protest covering, at a minimum, the following:

i. Name and address of the Interested Party;

ii. Identification of the proposed procurement or contract;

iii. Description of the nature of the protest;

iv. A detailed statement of the legal and/or factual grounds for the issue(s) identified in the protest, including reference to the provision(s) of the solicitation, regulations, and/or laws upon which the protest is based; and any technical data, documentary evidence, names of witnesses or other pertinent information supporting the basis for the protest;

v. A statement of the desired resolution to the protest by the Interested Party;

vi. Signature of a properly authorized representative of the Interested Party.

B. Failure to Comply

Failure to comply with any of the requirements of this section may be grounds for dismissal of the protest.

C. Withdrawal of Protest

The Interested Party may withdraw its protest at any time before VVTA renders a decision by submitting a written request to the VVTA Procurement Manager.

6. SUMITTAL OF PROTEST

All protests must be submitted in writing to

Victor Valley Transit Authority
Attn: Procurement Manager
17150 Smoke Tree Street

Hesperia, CA 92345
RE: Solicitation Protest – Solicitation/Contract Number

7. PROTEST SUBMITTAL DEADLINE

A. Requests for Proposal

After opening proposals, VVTA will evaluate the proposals and determine which proposer shall be recommended to the VVTA Board of Directors for award of a contract. Once VVTA staff has determined which proposer will be recommended to the Board for award, a Notice of Intent to Award will be sent to all proposers.

i. Protests must be filed within five (5) business days from the issue date on the Notice of Intent to Award.

ii. The date of filing shall be the date VVTA receives the protest.

B. Invitations for Bid

i. Protests must be filed within three (3) business days from bid opening.

ii. The date of filing shall be the date VVTA receive the protest.

8. PROTEST REVIEW PROCESS

If the protest is determined to be timely and meets the criteria identified in the preceding sections 4, 5, and 7, this process will be followed:

A. No additional material will be allowed to be submitted unless specifically requested by the Procurement Manager.

B. The Procurement Manger will review all material submitted and will render a decision within thirty (30) days after the receipt of the protest.

C. The Procurement Manager will consider only those specific issues addressed in the written protest.

D. The decision of the Procurement Manager will then be given to the Executive Director, or designee, for approval. The decision of the Executive Director is final.

9. PROTEST RELATING TO FEDERALLY FUNDED PROCUREMENT

If procurement is funded in whole or in part by the Federal Transit Administration (FTA), the protester may pursue the FTA Protest Policy as defined in FTA Circular 4220.1, Third party Contracting Guidelines. Refer to the revision in effect at the time of protest.

A. Review of protest by FTA may be limited to;

i. VVTA's failure to have or follow its protest procedures;

ii. VVTA's failure to review the complaint or protest;

iii. Violations of federal law or regulation.

B. Protesters should consult FTA Circular 4220.1 for a complete description of the FTA procedures and the grounds for protest appeal.

An appeal to FTA must be received by the FTA regional or headquarters office within five (5) business days of the date the protestor learned or should have learned of an adverse decision by VVTA or other basis of appeal to FTA.

VVTA IFB 2019-14 CHARGEPOINT BUS CHARGER INSTALLATION
ATTACHMENT E – PROPOSAL DEVIATION, PRE-OFFER CHANGE OR APPROVED EQUALS

This form shall be completed for each condition, exception, reservation or understanding (i.e., deviation) in the proposal according to "Condition, Exceptions Reservations and Understanding." This form must also be used for requested clarifications, changes, substitutes or approval of items equal to items specified with a brand name, and must be submitted as far in advance of the Due Date as specified in "Proposal Timeline"

Deviation Number: _____ Proposer: _____

Email Address: _____ Phone Number: _____

Page Number: _____ Section: _____

Detailed Description of Requested Deviation:

Rationale (Pros and Cons):

VVTA IFB 2019-14 CHARGEPOINT BUS CHARGER INSTALLATION
ATTACHMENT F – SUBMISSION OF FORMS

1. If a qualifier, i.e. (Required >$100,000) follows the title of the form, then submit that form only if the solicitation meets that requirement.
2. Duplicate forms as necessary.
3. **Submit ONLY those forms that are checked, unless required elsewhere in the IFB/RFP/RFQ.**
4. Submit the following checked items AT THE TIME OF BID SUMISSION:

- [X] Proposal Pricing Form
- [X] Current Client References
- [X] Not on Excluded Parties List System (SAM.com) (Provide page from website)
- [X] Affidavit of Non-Collusion
- [X] Debarment, Suspension, & Other Responsibility Matters
- [X] Proposed Disadvantaged Business Enterprise (DBE) Participation; if you or a subcontractor are a DBE, please submit certification with proposal.
- [X] List of Subcontractors and DBE's (Required >1/2 of 1% Share of Bid) See IFB Attachment H
- [X] Warranty Procedures Form

5. Submit the following **Required** forms **AT THE TIME OF CONTRACT AWARD**

a. **Proof of Licenses.** As required by law, in addition to contract requirements. Must be California approved, valid, showing expiration dates and license numbers. These include, but are not limited to (**Only those items checked):**

i. [X] Sales or Services; if applicable

ii. [X] Business: authorized by the city wherein business is to be conducted.

b . [X] **Insurance Certificate (Proof)** must meet the requirements in the RFP. If the Insurance Certificate with the additional insured endorsement is submitted with the proposal, the Notice to Proceed can be issued sooner. Failure to submit the Proof of Insurance as requested may result in the proposal being deemed non-responsive.

VVTA IFB 2019-14 CHARGEPOINT BUS CHARGER INSTALLATION
ATTACHMENT F – SUBMISSION OF FORMS

VVTA – IFB 2019-14 PRICE PROPOSAL

Proposer shall complete the following form and include same in the Price Proposal package.

By execution below Proposer hereby agrees to furnish the related equipment, and services as specified in Victor Valley Transit Authority's IFB 2019-14 at the prices submitted in response to this solicitation.

BIDDER COMPANY NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP CODE: _____

AUTHORIZED OFFICER: _____

COMPANY OFFICER TITLE: _____

SIGNATURE OF AUTHORIZED OFFICER: _____

CONTACT INFORMATION: _____

OFFICE PHONE NUMBER: _____

EMAIL ADDRESS:

VVTA IFB 2019-14 CHARGEPOINT BUS CHARGER INSTALLATION
ATTACHMENT F – SUBMISSION OF FORMS

Please use the sheet below to list all parts, labor, and any other applicable rates for this project. Use additional sheets, if needed – Be sure the Total Cost for all labor, parts and equipment is included in the final total.

Description	Unit of Measure	Price per Unit	Total
Parts	**7**		
Labor	**7**		

TOTAL COST	**$**

VVTA IFB 2019-14 CHARGEPOINT BUS CHARGER INSTALLATION
ATTACHMENT F – SUBMISSION OF FORMS

CURRENT CLIENT REFERENCES

Proposer by its signature below, certifies that the following references (Bus/Car Charging Station Installation) supplied to other clients:

Agency Name	**Contact Name/Phone**	**Year**
1.		
2.		
3.		
4.		
5.		
6.		
7.		

_____
Signature of the Proposer's Authorized Official

_____
Name and Title of the Proposer's Authorized Official

_____
Company Name

_____
Date

NON-COLLUSION AFFIDAVIT
(Per Public Contract Code Section 7106)

State of California)

) ss.

County of _____)

_____, being first duly sworn, deposes and says that he or

she is _____, of _____ ("Proposer") the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposers or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal fee of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal fee, or of that of any other Proposer, or to secure any advantage against the public body making the award of anyone interested in the proposed award; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal fee or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

_____ _____
Signature Company Name

_____ _____
Printed Name Title

SUBSCRIBED AND SWORN TO BEFORE ME

This _____ day of _____ , _____.

_____ (Seal)

Notary Public

FTA CERTIFICATION REGARDING DEBARMENT,

DEBARRED BIDDERS CERTIFICATION
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
For Contracts and Subcontracts in Excess of $25,000.00

Instructions for Certification

1. By signing and submitting its bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into; If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, VVTA may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to VVTA if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “principal,” “proposal,” and “voluntary excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 C.F.R. Part 29]. You may contact VVTA for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting its bid or proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by VVTA.
6. The prospective lower tier participant further agrees by submitting its bid or proposal that it will include the clause, set out below, titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntary excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, RT may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier covered Transaction"

1. The prospective lower tier participant certifies, by submission of its bid or proposal, that neither it nor it's "principals" [as defined at 49 C.F.R. §29.l05(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. When the prospective lower tier participant is unable to certify to the statement in this certification, such prospective participant shall attach an explanation to its bid or proposal.

_____
Signature of the Proposer's Authorized Official

_____
Name and Title of the Proposer's Authorized Official

_____ _____
Company Name Date

VVTA IFB 2019-14 CHARGEPOINT BUS CHARGER INSTALLATION
ATTACHMENT G – ACKNOWLEDGEMENT OF ADDENDA

The following form shall be completed and included in the Proposal package.

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Offer.

The undersigned Proposer acknowledges receipt of the following addendum to the documents:

Addendum No.	Date:
Addendum No.	Date:
Addendum No.	Date:
Addendum No.	Date:
Addendum No.	Date:
Addendum No.	Date:

_____

Signature of the Proposer's Authorized Official

_____

Name and Title of the Proposer's Authorized Official

_____

Company Name

_____

Date

VVTA IFB 2019-14 CHARGEPOINT BUS CHARGER INSTALLATION
ATTACHMENT H – SUBCONTRACTORS LIST

SUBCONTRACTOR'S LIST

(If additional space is needed, supply information on separate form)

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____

CSLB NUMBER: _____ DIR REGISTRATION #: _____

CERTIFIED DBE? _____ _____
YES NO

If yes, please provide certification: CERT NUMBER: _____

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____

CSLB NUMBER: _____ DIR REGISTRATION #: _____

CERTIFIED DBE? _____ _____
YES NO

If yes, please provide certification: CERT NUMBER: _____

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____

CSLB NUMBER: _____ DIR REGISTRATION #: _____

CERTIFIED DBE? _____ _____
YES NO

If yes, please provide certification: CERT NUMBER: _____

VVTA RFP 2019-14 CHARGEPOINT BUS CHARGER INSTALLATION
ATTACHMENT I - PREVAILING WAGE REQUIREMENTS

A. All or a portion of the Scope of Work in the Contract or Purchase Order (as applicable) requires the payment of prevailing wages and compliance with the following requirements.

1. Determination of Prevailing Rates:

Pursuant to Labor Code sections 1770, et seq., VVTA has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the VVTA, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the jobsite, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

2. Payment of Prevailing Rates

Each worker of the Contractor, or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

3. Prevailing Rate Penalty

The Contractor shall, as a penalty, forfeit two hundred dollars ($200.00) to VVTA for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

4. Ineligible Contractors:

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at http://www.dir.ca.gov/Public-Works/PublicWorks.html. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall

be returned to VVTA. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Scope of Work.

5. Payroll Records:

Pursuant to California Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;

(2) A certified copy of all payroll records shall be made available for inspection or furnished upon request to VVTA, or the Division of Labor Standards Enforcement of the DIR;

(3) A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either VVTA or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to VVTA or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;

(4) The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and

(5) Copies provided to the public, by VVTA or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform VVTA of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.

The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to VVTA, forfeit one-hundred dollars ($100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.

6. Limits on Hours of Work:

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

7. Penalty for Excess Hours:

The Contractor shall pay to VVTA a penalty of twenty-five dollars ($25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8. Senate Bill 854 (Chapter 28, Statutes of 2014) Requirements:

(1) Contractor shall comply with Senate Bill 854 (signed into law on June 20, 2014). The requirements include, but are not limited to, the following:

a. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).

b. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.

c. This project is subject to compliance monitoring and enforcement by the DIR.

d. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.

e. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.

f. The certified payroll must be submitted at least monthly to the Labor Commissioner.

g. VVTA reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.

h. The certified payroll records must be in a format prescribed by the Labor Commissioner.

(2) As required by Labor Code 1771.1(a) "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

B. STATE PUBLIC WORKS APPRENTICESHIP REQUIRMENTS

1. State Public Works Apprenticeship Requirements:

The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 <u>for all apprenticeable occupations</u> (denoted with "#" symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant. Included in these requirements is (1) the Contractor's requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.

Any apprentices employed to perform any of the Scope of Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such

apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:

(1) Submit Contract Award Information (DAS-140)

a. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project. **b.** The DAS-140 is a notification "announcement" of the Contractor's participation on a public works project—*it is not a request for the dispatch of an apprentice.*

c. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.

d. Contractors who are already approved to train apprentices (i.e. check "Box 1" on the DAS-140) shall only be required to submit the form to their approved program.

e. Contractors who are NOT approved to train apprentices (i.e. those that check either "Box 2" or "Box 3" on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see http://www.dir.ca.gov/Databases/das/pwaddrstart.asp.

(2) Employ Registered Apprentices

a. Labor Code section 1777.5 requires that a contractor performing work in an "apprenticeable" craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor's completion of work on the project. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.

b. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.

c. Contractors may use the "DAS-142" form for making a request for the dispatch of an apprentice.

d. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.

e. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.

f. Only "registered" apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).

(3) Make Training Fund Contributions

a. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.

b. Contractors may use the "CAC-2" form for submittal of their training fund contributions.

c. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.

d. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.

e. The "training" contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

3. Exemptions to Apprenticeship Requirements:

The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices.

a. When the Contractor holds a sole proprietor license ("Owner-Operator") and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.

b. Contractors performing in non-apprenticeable crafts. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.

c. When the Contractor has a direct contract with the Public Agency that is under $30,000.

d. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).

e. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

4. Exemption from Apprenticeship Ratios:

The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:

a. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or

b. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or

c. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or

d. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

5. Contractor's Compliance:

The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.

chargepoint+

Express 250

DC Fast Charging Station

Site Preparation Guide

May 30, 2018

Part Number 73-001247-01

Copyright and trademarks

©2013-2018 ChargePoint, Inc. All rights reserved. This material is protected by the copyright laws of the United States and other countries. It may not be modified, reproduced or distributed without the prior, express written consent of ChargePoint, Inc. CHARGEPOINT is a U.S. and European Union registered trademark and service mark of ChargePoint, Inc. and cannot be used without the prior written consent of ChargePoint.

No accuracy guarantee

Commercially reasonable efforts were made to ensure that the specifications and other information in this manual are accurate and complete at the time of its publication. However, the specifications and other information in this manual are subject to change at any time without prior notice.

Warranty information and disclaimer

The Warranty you received with your Charging Station is subject to certain exceptions and exclusions. For example, your use of, or modification to, the ChargePoint® Charging Station in a manner in which the ChargePoint® Charging Station is not intended to be used or modified will void the limited warranty. You should review your warranty and become familiar with the terms thereof. Other than any such limited warranty, the ChargePoint products are provided "AS IS," and ChargePoint, Inc. and its distributors expressly disclaim all implied warranties, including any warranty of design, merchantability, fitness for a particular purposes and non-infringement, to the maximum extent permitted by law.

Limitation of liability

CHARGEPOINT IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, LOST DATA, LOSS OF USE, OR COST OF COVER INCURRED BY YOU ARISING OUT OF OR RELATED TO YOUR PURCHASE OR USE OF, OR INABILITY TO USE, THE CHARGING STATION, UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF CHARGEPOINT KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE CUMULATIVE LIABILITY OF CHARGEPOINT FOR ALL CLAIMS WHATSOEVER RELATED TO THE CHARGING STATION WILL NOT EXCEED THE PRICE YOU PAID FOR THE CHARGING STATION. THE LIMITATIONS SET FORTH HEREIN ARE INTENDED TO LIMIT THE LIABILITY OF CHARGEPOINT AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ChargePoint, Inc.
254 East Hacienda Avenue
Campbell, CA 95008 USA

US and Canada: +1.877.850.4562

support@chargepoint.com

chargepoint

Contents

1 **Introduction** 1

Express 250 Overview 1
Before You Begin 2
The Express 250 Concrete Mounting Template 2
Tools and Materials Needed 3

2 **Preparing the Mounting Pad** 5

Overview of Steps 5
Run the Conduit and Cable 5
Assemble the Mounting Template 5
Install the Mounting Template 8
Mounting Specifications 9

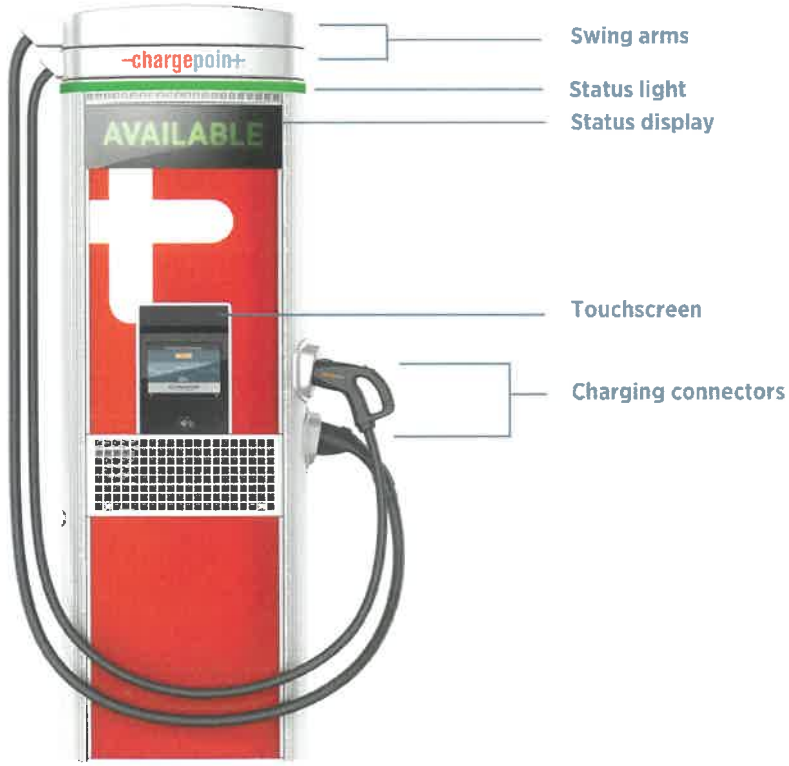
Appendix A: Express 250 Specifications 11

Introduction 1

This document describes how to get the installation site ready to install a ChargePoint Express 250 DC fast charging station. Read this section to familiarize yourself with the Express 250 and ensure that you have all the components, tools, and materials needed to prepare a concrete mounting pad for the Express 250.

Important: Always check local codes or consult an engineer to ensure that the site is prepared in compliance with all applicable codes.

Express 250 Overview



Before You Begin

- Ensure that the cellular coverage at the installation site supports the use of a mobile phone. The Express 250 communicates with ChargePoint using the cellular network. An adequate cellular signal is needed before installers can activate the station. If the installation site is located in an underground garage or an enclosed parking structure, you may need to install repeaters to boost the strength of the cellular signals.
- Check that the installation location is equipped with service wiring that supports the Express 250's power requirements. See Electrical Input on page 11.
- Ensure that a grounding conductor that complies with local codes is properly grounded to earth at the service equipment or, when supplied by a separate system, at the supply transformer.

Important: The Express 250 charging station is tested to IEC 61000-4-5, Level 5 (6 kV @ 3000A) standards. In geographic areas that experience frequent thunder storms, a supplemental surge protection breaker must be installed at the service panel.

The Express 250 Concrete Mounting Template

Preparing the site requires running conduit and building a concrete mounting pad onto which to install the Express 250. To build the mounting pad, you will need the ChargePoint Express 250 Concrete Mounting Template (CPE250-CMT). The Concrete Mounting Template provides correctly-aligned mounting bolts and conduit openings to ensure the Express 250 can be easily positioned and mounted The Concrete Mounting Template, available from ChargePoint, includes:

- 5/8-11 thread, 12 in long threaded mounting bolts with plastic caps on one end (x6)
- 5/8-11 nuts* (x24)
- 5/8-11 washers* (x24)
- Printed specification detailing how to position an assembled Concrete Mounting Template into the concrete.

*You will need only 12 of the 5/8-11 nuts and washers when assembling the Concrete Mounting Template. The remaining 12 are needed when securing the Express 250 to the mounting pad as described in the Express 250 Installation Guide.

Tools and Materials Needed

- Digging tools (shovel, spade, etc.)
- Materials to prepare the form for pouring concrete]
- Concrete
- Conduit. Consult local codes or a civil engineer to determine the grade, quality, and size of the conduit. The CPE250-CMT accommodates service wiring through the flare, conduit, or locally appropriate wiring method. The outer diameter of any method used for wiring must not exceed 3.5".
- 15/16" wrench (x2)
- Pliers to adjust the guide fingers on the conduit opening (if needed)
- Level

THIS PAGE INTENTIONALLY LEFT BLANK

Preparing the Mounting Pad 2

Follow the instructions in this section to prepare the mounting pad.

Overview of Steps

- Run the Conduit and Cable (page 5)
- Assemble the Mounting Template (page 5)
- Install the Mounting Template (page 8)

Run the Conduit and Cable

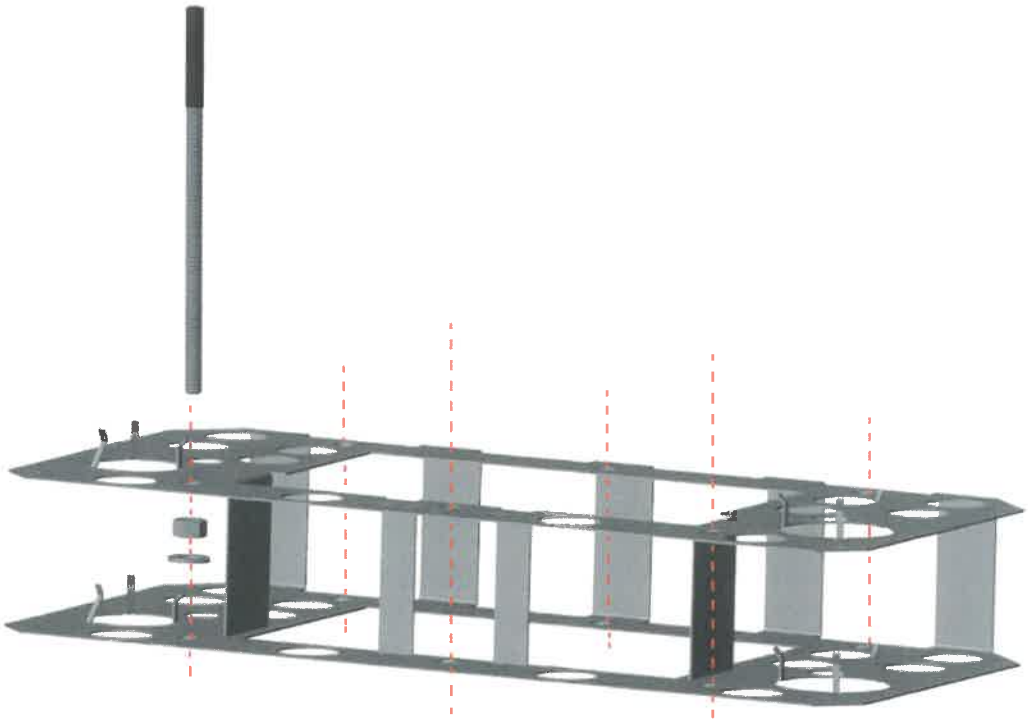
The Express 250 accommodates service wiring installed underground and run through conduit in compliance with local electrical codes. The mounting specifications are provided on page 9.

Assemble the Mounting Template

Before pouring concrete, you must assemble and position the mounting template. An assembled mounting template is shown below.

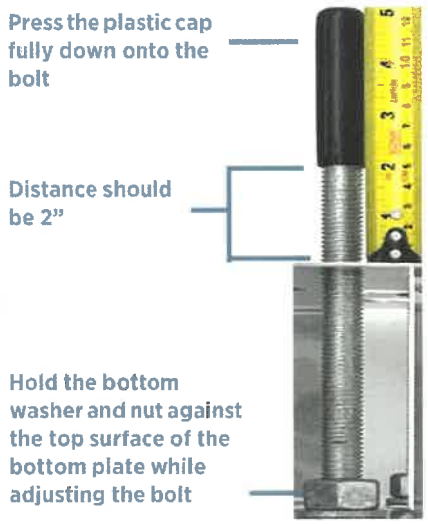
Follow these steps to assemble the mounting template:

Step 1 Hold a mounting bolt by its plastic cap and insert the bare end into a bolt hole in the top plate of the template.



Step 2 Before inserting the bolt through the bottom plate of the template, thread a nut onto the bolt and add a washer (as shown above).

Step 3 Ensuring the plastic cap is pressed fully down on the bolt. Then, holding the bottom nut and washer flush against the top surface of the bottom plate, thread the bolt onto the nut until the distance between the bottom of the plastic cap and the surface of the top plate is 2".



Step 4 Repeat Steps 1 to 3 for the remaining five bolts.

Step 5 Secure a second washer and nut onto the bottom of each bolt until flush with the bottom surface of the bottom plate. Tighten each nut to 50 in-lb.

Install the Mounting Template

Dig an opening to accommodate the wiring conduit and the concrete mounting pad. Refer to the printed specification included with the mounting template.

Step 1 Trench and excavate an opening for the foundation that meets local codes and requirements.

Step 2 Build the form for the foundation.

Important: It is critical that the conduits are positioned properly and plumb. The tolerance where the conduits enter the station is 1/16 in (2 mm).

Step 3 On the template, locate the "FRONT" marking and the conduit guide fingers. The conduit guide fingers face up.

Step 4 Place the assembled mounting template so that the "FRONT" marking aligns with the location where the front of the station will be placed.

Step 5 Slide the mounting template over the conduits until the top surface of the template is positioned 2" (51 mm) below where the top surface of the concrete will be when poured. The surface of the concrete must align with the bottom of the plastic caps.

- Carefully press the mounting template down onto the conduit to avoid flexing it.
- Make sure that the conduits are plumb.
- Use a level to check that the mounting template is level from front to back and side to side.

Important: Ensure that the conduits are supported and precisely held in position while the concrete is poured and while it is curing.

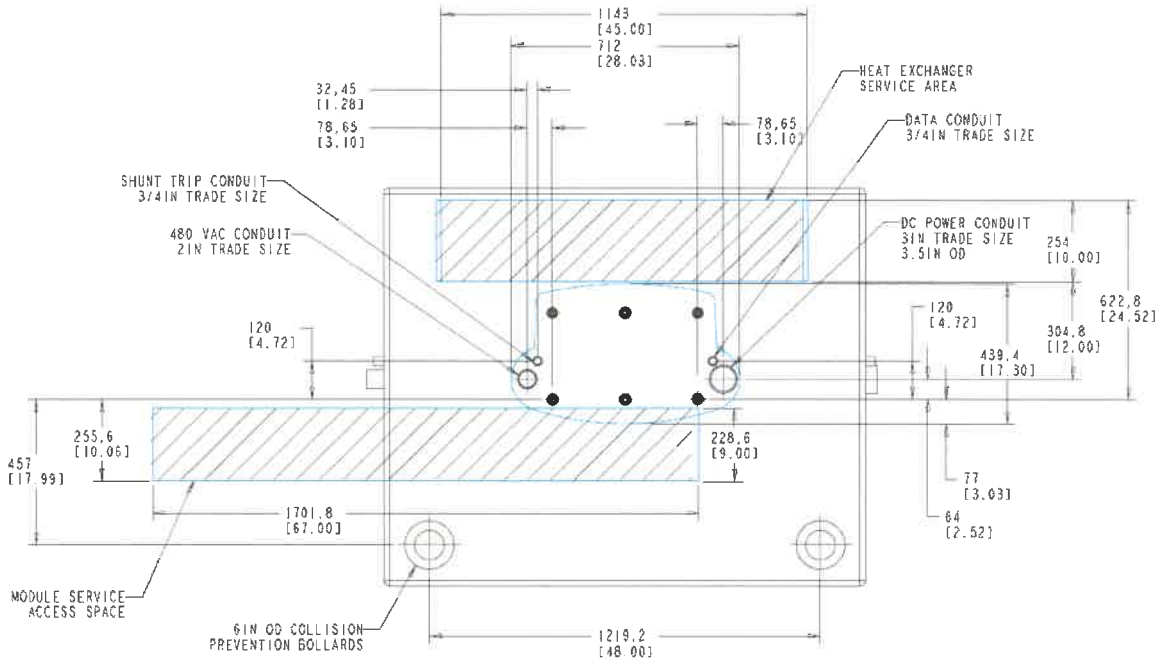
Step 6 Pour the concrete.

Note: Make sure the concrete surface between the conduits is completely level and free of any irregularities (such as chunks of concrete).

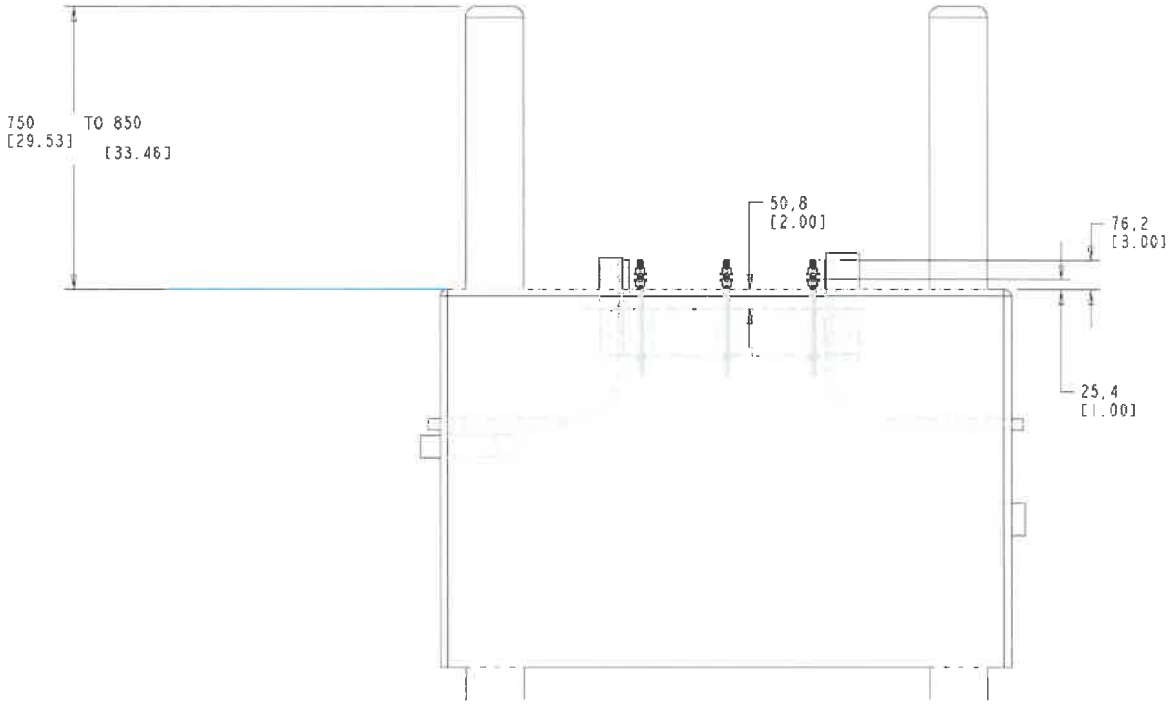
Mounting Specifications

In the following specifications, measurements are provided in millimeter, with inches provided in brackets.

Top View



Mounting Specifications—Front View



Express 250 Specifications A

Power Module

Constant Max Power	31.25 kW
Max Output Current	78A
Dimensions	760 mm x 430 mm x 130 mm (2 ft 6 in x 1 ft 5 in x 5 in)
Weight	38 kg (84 lb)

Electrical Output

Max Output Power	62.5 kW
Output Voltage, Charging	200–1000 VDC
Max Output Current	156A
Max Modules	2

Electrical Input

Input Rating	480 (+-10%) VAC, 3-phase, 80A, 60 Hz
Wiring	4 conductors (L1, L2, L3, Ground). Although Neutral is not used in U.S., a terminal connector is provided.

Dimensions and Weight

Dimensions	2230 mm x 1120 mm x 420 mm (7 ft 4 in x 3 ft 8 in x 1 ft 4 in)
Weight	250 kg (551 lb)

Interfaces

Max Connector Types	Up to 3 different connector types
Supported Connector Types	• CCS1 (SAE J1772™ Combo) • CCS2 (IEC 61851-23) • CHAdeMO
Cord Length	3.8 m (12.5 ft)
Driver Interaction Display	Full-color 10-inch LCD display for driver interaction
Top Display	Full-color 20-inch LED display for notifications
Authentication	• RFID: ISO 15693, ISO 14443, NFC • Plug and Charge: IEC 15118-1 • Remote: Mobile and in vehicle (if supported by vehicle)

Safety and compliance

Safety Compliance	For U.S., complies with UL 2202, UL 2231-1, UL 2231-2 For Europe, complies with IEC 62196, IEC 61851, CE marking
EMC Compliance	U.S.: FCC part 15 Class A EU: EN55011, EN55022 and IEC61000-4

Environmental requirements

Operational Altitude	<3000 m (<9800 ft)
Operating Temperature	-30° C to 50° C (-22° F to 122° F)
Storage Temperature	-40° C to 50° C (-40° F to 122° F)
Operating Humidity	Up to 95% @ 50° C (122° F) non-condensing
Enclosure Rating	IP44 and NEMA Type 3R

Grounding requirements

The Express 250 must be connected to a grounded, metal, permanent wiring system. An equipment-grounding conductor must be run with circuit conductors and connected to an equipment-grounding terminal or lead on the Express 250.

A grounding conductor that complies to local codes must be grounded to earth at the service equipment or, when supplied by a separate system, at the supply transformer.

SAVE THESE IMPORTANT SAFETY INSTRUCTIONS

This manual contains important instructions that must be followed during installation of a ChargePoint® DC Fast Charging Station.

Grounding instructions

The ChargePoint® Charging Station must be connected to a grounded, metal, permanent wiring system; or an equipment-grounding conductor is to be run with circuit conductors and connected to the equipment grounding terminal or lead on the Electric Vehicle Supply Equipment (EVSE). Connections to the EVSE shall comply with all applicable codes and ordinances.

Safety and compliance

This document provides instructions to install the ChargePoint® Charging Station and should not be used for any other product. Before installing the ChargePoint® Charging Station, review this manual carefully and consult with a licensed contractor, licensed electrician and trained installation expert to ensure compliance with local building practices, climate conditions, safety standards, and all applicable codes and ordinances.

The ChargePoint® Charging Station should be installed only by a licensed contractor and a licensed electrician and in accordance with all local and national codes and standards. The ChargePoint® Charging Station should be inspected by a qualified installer prior to the initial use. Under no circumstances will compliance with the information in this manual relieve the user of his/her responsibility to comply with all applicable codes or safety standards. This document describes the most commonly-used installation and mounting scenarios. If situations arise in which it is not possible to perform an installation following the procedures provided in this document, contact ChargePoint, Inc. ChargePoint, Inc. is not responsible for any damages that may occur resulting from custom installations that are not described in this document.

254 East Hacienda Avenue
Campbell, CA 95008 USA
US toll free: +1.877.850.4562
www.chargepoint.com

Document Part Number 75-001212-01(1)

Express 250

Specifications and Ordering Information

Ordering Information

The order codes below represent specific product configurations. Other product options are available. Please contact ChargePoint Sales for information and order codes.

Hardware

Description		Order Code
Model	Express 250 Station (50 kW) includes 2x Power Modules, 1x CCS1 cable, 1x CHAdeMO cable	CPE250C-500-CCS1-CHD
	Express 250 Station (62.5 kW) includes 2x Power Modules, 1x CCS1 cable, 1x CHAdeMO cable	CPE250C-625-CCS1-CHD
Option	Other cable combinations are available using CCS1, CCS2 and CHAdeMO connectors.	Please contact ChargePoint Sales

Cloud Plans and Software

Description	Order Code
ChargePoint Cloud Plan	Please contact ChargePoint sales
ChargePoint Assure – additional years upon successful site validation	CPE250C-ASSURE*n*[1]
ChargePoint Assure – additional years when purchased after initial site activation	CPE250C-ASSURE*n*[1]-AA
Software upgrade token for Express 250 to increase max power from 50 kW to 62.5 kW	CPE250C-625-UPGRADE
Station Activation and Configuration	CPSUPPORT-ACTIVE

Note: All CPE250 stations come with 1 year of ChargePoint Assure coverage at no charge for qualified installations. Other conditions apply. All CPE250 stations require a cloud plan.

[1] Substitute desired years of service (1, 2, 3 or 4 years) for *n*.

Order Code Examples

If ordering this...	...the order code is
Express 250 Station (50 kW) includes 2x Power Modules, 1x CCS1 cable, 1x CHAdeMO cable	CPE250C-500-CCS1-CHD
Express 250 Station (50 kW) includes 2x Power Modules, 1x CCS2 cable, 1x CHAdeMO cable	CPE250C-500-CCS2-CHD
3 Additional Years of Assure coverage upon successful site validation	CPE250C-ASSURE3
Station Activation and Configuration	CPSUPPORT-ACTIVE

Express 250 Station

Express 250 Specifications

Station Electrical Input

Input Rating	380–480 V AC, 3-phase, 105–80 A, 50/60 Hz
Wiring	3 conductors (L1, L2, L3) and Ground

Station Electrical Output

Max Output Power	62.5 kW
Output Voltage, Charging	200 V – 1000 V DC
Max Output Current	156 A
Max Modules per Station	2

Power Module

Max Output Power per Module	31.25 kW
Max Output Current per Module	78 A

Station Functional Interfaces

Max Connector Types per Station	Up to 3 different connector types per station
Supported Connector Types	CHAdeMO, CCS1 (SAE J1772™ Combo), CCS2 (IEC 61851-23)
Cable Length	4.4 m (14.5 ft) horizontal reach with cable management
Driver Interaction Display	Full-color 10-inch LCD display for driver interaction
Top Display	Full-color 20-inch LED display for notifications
Authentication	RFID: NEMA, ISO15693, ISO 14443, NFC (Android, iOS) Plug and Charge: IEC 15118-1 Remote: Mobile and in vehicle (if supported by vehicle)

Measurement & Connectivity Features

Power Measurement Accuracy	+/- 1% from 10% to full scale
Power Report/Store Interval	10 seconds
Local Area Network	2.4 GHz and 5 GHz WiFi (802.11 b/g/n)
Wide Area Network	GSM, CDMA and LTE

Energy Management Features

Dynamic Power Management	Allows a fixed maximum power output per station or lets the system dynamically manage the power distribution per station
Power Module Energy Balancing	Balances the number of hours of operation of each module and optimizes power module usage
Remote Energy Management	Manage output power via the ChargePoint Admin Portal, API, and Open ADR 2.0b VEN

Safety and Operational Ratings

Vehicle Safety Communication	CHAdeMO – JEVS G104 over CAN, CCS1 – SAE J1772 over PLC and CCS2 — IEC 61851-23
Plug-out Detection	Power terminated per JEVS G104 (CHAdeMO), SAE J2931 (CCS1) and IEC 61851-23 (CCS2) specification
Station Enclosure Rating	Type 3R, IP 44
Safety Compliance	For U.S., complies with UL 2202, UL 2231-1, UL 2231-2. For Europe, complies with: IEC 62196, IEC 61851
Station Surge Protection	Tested to IEC 6100-4-5, Level 5 (6 kV @ 3000 A). In geographic areas subject to frequent thunder storms, supplemental surge protection at the service panel is recommended.
EMC Compliance	U.S.: FCC part 15 Class A; EU: EN55011, EN55022 and IEC61000-4
Power Conversion Efficiency	96%
Power Factor	0.99
Harmonics	iTHD < 5% (Complies with IEEE 519 Requirements)
Power Module Cooling	Liquid Cooling Technology
Operational Altitude	<3000 m (<9800 ft)
Operating Temperature	-30° C to +50° C (-22° F to +122° F)
Storage Temperature	-40° C to +50° C (-40° F to +122° F)
Operating Humidity	Up to 95% @ +50° C (+122° F) non-condensing

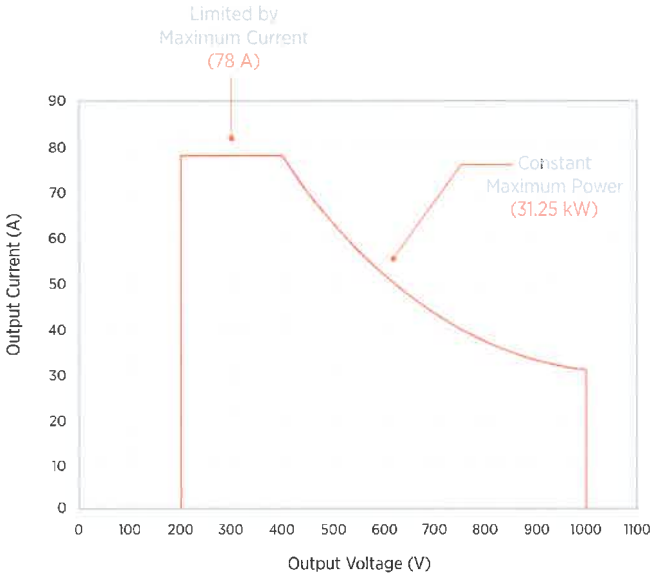
Generic Specifications

Station Dimensions	2230 mm x 712 mm x 420 mm (7 ft 4 in x 2 ft 4 in x 1 ft 4 in)
Station Weight (without Modules)	250 kg (551 lb)
Power Module Dimensions	760 mm x 430 mm x 130 mm (2 ft 6 in x 1 ft 5 in x 5 in)
Power Module Weight	38 kg (84 lb)

ChargePoint, Inc. reserves the right to alter product offerings and specifications at any time without notice, and is not responsible for typographical or graphical errors that may appear in this document.

Power Module Output Characteristic

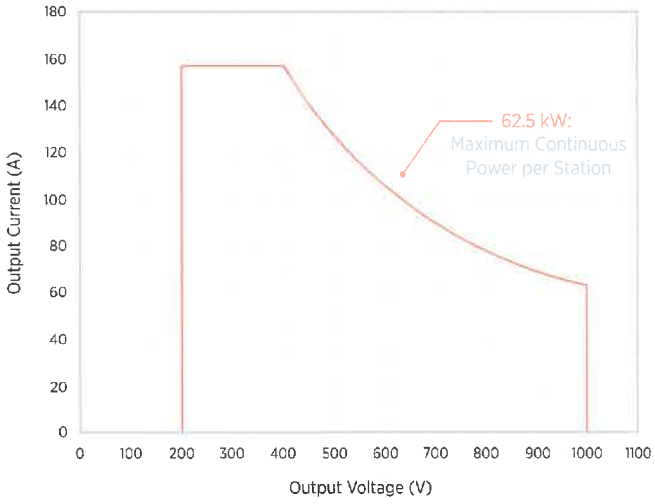
31.25 kW



Single Station Configuration

Express 250 Station
with 2 x 31.25 kW Power Modules

62.5 kW
Up to 62.5 kW max continuous
power per station



Contact Us

To learn more about ChargePoint Express 250:

- Visit chargepoint.com/cpe250
- Call +1.408.705.1992
- Email sales@chargepoint.com

chargepoint

ChargePoint, Inc.
240 East Hacienda Avenue, Campbell, CA
95008-6617 USA
+1.408.841.4500 or toll free +1.877.370.3802
chargepoint.com

Copyright © 2018 ChargePoint. Inc. All rights reserved. CHARGEPOINT is a U.S. registered trademark/service mark, and in EU registered logo mark of ChargePoint, Inc. All other products or services mentioned are the trademarks, service marks, registered trademarks or registered service marks of their respective owners. DS-CPE250-06. March 2018. PN 73-001096-02-6.