



VICTOR VALLEY TRANSIT AUTHORITY

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

REQUEST FOR PROPOSAL (RFP) 2021-08

CHARGEPOINT BUS CHARGER INSTALLATION – HESPERIA AND BARSTOW

February 16, 2021

NOTICE INVITING PROPOSALS 2021-08

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 ChargePoint Bus Chargers at its Hesperia and Barstow yards. The final charging stations must comply with Manufacturer Specs and Southern California Edison's electrification project. The period of performance is not to exceed 45 days.

2. Obtaining the Request for Proposal (RFP) Document

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

3. Proposal Due Date and Submittal Requirements

Sealed proposals must be received by Thursday March 25, 2021 at 3:00 PM Pacific Daylight Time (PDT).

3.1. Sealed proposal 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 Proposals shall be sealed and clearly labeled with VVTA's RFP number and the solicitation title: "VVTA RFP 2021-08 CHARGEPOINT BUS CHARGER INSTALLATION."

3.3. Proposers are requested to submit to VVTA one (1) hard copy of the proposal and one (1) electronic copy via DVD/CD, thumb/flash drive, **OR** via www.publicpurchase.com. A proposal is deemed to be late if it is received by VVTA after the deadline stated above. Proposals received after the submission deadline shall be returned, unopened to the Proposer. It is the Proposer's sole responsibility to ensure that the proposals are received by the date and time stated above.

4. Bonds

The awarded contractor may be required to provide a Performance Bond and Payment Bond after the notice of intent to award. A Bid Bond is not required for this solicitation.

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 proposal from or enter the Contract with a Proposer, without proof that the Proposer 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 Proposer shall enter DIR Registration Number on the proposal.

- 7. Validity of Proposals.** Proposals 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 RFP at any time without prior notice and VVTA makes no representation that any contract will be awarded to a Proposer responding to this RFP.

8. Pre-Proposal Meeting

There will a non-mandatory pre-proposal meeting on Monday, March 1, 2021, at 9:00 AM (PST) located at 17150 Smoke Tree Street Room A104, Hesperia, CA 92345. The deadline for question is at 5:00 PM (PST), Friday, March 12, 2021. Prospective Proposers are requested to submit questions, in writing, to the Procurement Manager at cplasting@vvta.org. Responses shall be shared with all known prospective Proposers by written addenda only.

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

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INSTRUCTIONS TO PROPOSERS

A. TIMELINE

Date of Request for Proposal (RFP):	February 16, 2021
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 or (760) 995-5653 (Cell)
FAX No:	(760) 948-1380
Email Address:	cplasting@vvta.org
Pre-Proposal Conference (Non-Mandatory)	9:00 AM PST, Monday, March 1, 2021
Last Day for Questions	5:00 PM PST, Friday, March 12, 2021
Addenda and Answers to questions	2:00 PM PDT, Thursday, March 18, 2021
Proposals Due Date	3:00 PM PDT, Thursday, March 25, 2021
Anticipated Award Date	April 19, 2021

B. PURPOSE

Victor Valley Transit Authority (VVTA) is seeking a qualified construction firms for the work to install VVTA provided ChargePoint Bus Chargers at its Hesperia and Barstow yards. The final charging stations 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](https://twitter.com/VVTransit).

D. PERIOD OF PERFORMANCE

VVTA intends to award a Lump Sum contract for a period not to exceed 45 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 proposal, the Proposer represents that it has thoroughly examined and become familiar with the work required and documents included under the RFP.

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 "Proposal Schedule" (Section A), Proposers may request, in writing, a clarification or interpretation of any aspect, or a change to any requirement of the RFP or any addendum to the RFP. 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 Proposal 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 D) 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 RFP, 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. Proposal Schedule" above, or their designated representative. Proposers 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 Proposer that the performance of the Work under the contract, or any of the matters relating thereto, is not sufficiently described or explained in the **RFP** 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 Proposer shall submit a written request for clarification to VVTA within the time period specified above.

H. ADDENDA TO RFP

VVTA reserves the right to amend the RFP at any time. Any amendments to or interpretations of the RFP shall be described in written addendum. VVTA shall provide copies of Addendum to all prospective Proposers officially known to have received the RFP. Prospective Proposers, 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 Proposers officially known to have received the RFP and to the address provided by each prospective Proposer. Failure of any prospective Proposer to receive the notification or addendum shall not relieve the Proposer from any obligation under its Proposal as submitted or under the RFP, as clarified, interpreted, or modified. All addendum issued shall become part of the RFP. Prospective Proposers shall acknowledge the receipt of each individual addendum and all prior addenda in their Proposals (See Attachment E). Failure to acknowledge in their Proposals receipt of addendum may, at VVTA's sole option, disqualify the Proposal.

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

I. EXCEPTIONS / DEVIATIONS

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

J. FORMAT OF PROPOSALS

1. Proposals must be submitted and organized in the order listed below. The proposal shall include, at a minimum, the following:
 - a. Cover letter – Proposer must include a letter of introduction.
 - b. Title Page

- c. Table of Contents
- d. Profile of Firm (History, Experience, Changes) – This section should include details regarding the Proposer’s ability and experience to operate the project as specified in the RFP. 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. Employment practices – policies and procedures, training, including safety training and affiliation/accreditation.
 - IV. 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 RFP.
 - III. Project Organization Chart.
- f. Resumes of Key Personnel (if applicable)
- g. Commitment that key personnel will be available throughout contract and will not be removed without prior approval of VVTA (if applicable)
- h. Proposer’s approach to accomplish the Scope of Work Requirements.
 - I. Description of Proposer’s approach to performing services. Proposals must include a description of the services to be rendered per the scope of work including a detailed proposal.
 - II. Provide a work plan or description of how the Proposer will performed the work. (e.g. – outline a proposed work plan and methodologies that will be employed to accomplish the work)
 - III. The name of the Project Manager / Liaison and a list of personnel to be assigned to the project and the roles and qualifications.
 - IV. Indicate whether or not 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, and their State of CA Contractor's License Number (if applicable).

V. Describe your firm's approach to resolving problems that may be encountered in the field.

i. Summary of Contracted Services

I. Proposer must identify all areas that will be subcontracted and name of the firms performing such work. List their key personnel and their qualifications.

II. Proposer must list all services, equipment, and facilities that the Proposer has provided and/or operated under contract during the past five (5) years. Include company name, address, phone number, and contact.

III. VVTA reserves the right to interview any organization and visit any of the facilities listed as subcontractors.

j. Required Forms (See Attachment F)

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

l. Cost/Price Proposal – Proposers shall submit proposed pricing to provide the products/services for the work described in Attachment A – Scope of Work. Proposer is required to use the Pricing Form included in Attachment F.

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

K. SUBMISSION OF PROPOSALS

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

2. Proposer shall submit the Cost/Price Proposal (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. Proposer shall pay all taxes which are legally enacted at the time Proposal is submitted and shall secure and pay for all permits and government fees, licenses, and inspections necessary for the proper execution and completion of the contract. All invoices submitted by the awarded Contractor, shall itemize applicable California State and Local Sales tax or state "sales tax included".

3. **Sealed original proposal plus one (1) electronic copy**, must be received at the address shown in "Proposal Schedule" (Section A) not later than **3:00 PM (PDT) on Thursday, March 25, 2021**. All labor, equipment, and materials shall be furnished in strict accordance with the delivery schedule and the Contract terms and conditions. As an Alternative – proposals submitted via Public Purchase are also acceptable. All

Proposals shall be valid for a period of ninety (90) days.

4. Proposals including all submittal documents and price elements shall be submitted by the due date specified, in two sealed packages identified as **“VVTA RFP 2021-08 CHARGEPOINT BATTERY CHARGER INSTALL – TECHNICAL PROPOSAL”** and **“VVTA RFP 2021-08 – COST/PRICE PROPOSAL.”** If submitting proposals through publicpurchase.com, **COST/PRICE PROPOSAL MUST BE SUBMITTED AS A SEPARATE DOCUMENT.**
5. If a Proposer is submitting their proposal electronically through publicpurchase.com, a copy of any required originals (notarized documents, bonds, etc.) must be included. The original documents must be received by VVTA not later than 5 business days after the Proposal Due Date.

L. PRE-CONTRACTUAL EXPENSES

1. VVTA will not be liable for any pre-contractual expenses incurred by any Proposer in preparation of its proposal. Proposer shall not include any such expenses as part of their Proposal.
2. Pre-contractual expenses are defined as expenses incurred by the Proposer in:
 - a. Preparing a proposal in response to this RFP;
 - b. Submitting that proposal to VVTA;
 - c. Negotiating with VVTA any matter related to this RFP; and
 - d. Any other expenses incurred by Proposer prior to date of award, if any, of the Agreement.

M. JOINT PROPOSALS

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

N. TAXES

Proposals 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 PROPOSALS

1. A modification of a proposal already received will be accepted by VVTA only if the modification is received prior to the Proposal 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 proposal.
2. A Proposer may withdraw a proposal already received prior to the Proposal Due Date by submitting, in the same manner as the original proposal, to VVTA a written request for withdrawal executed by the Proposer's authorized representative. After the Proposal Due Date, a proposal may be withdrawn only if VVTA fails to award the

contract within the proposal validity period prescribed in “Due Date” or any agreed upon extension thereof. The withdrawal of a proposal does not prejudice the right of a Proposer to submit another proposal within the time set for receipt of proposals.

3. This provision for modification and withdrawal of Proposals may not be used by a Proposer to submit a late proposal and, as such, will not alter VVTA’s right to reject a proposal.

P. SUBCONTRACTORS AND ASSIGNMENTS

1. Pursuant to the provisions of the California Public Contract Code Section 4104 every Proposer shall in the proposal 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 Proposer in or about the work in an amount more than one-half of one percent of the Proposer’s total proposal price; and
 - b. The portion of the work that will be done by each subcontractor. The Proposer shall list only one subcontractor for each portion of work as defined by the Proposer in its proposal.
 - c. The dollar amount of the work which will be done by each such subcontractor
2. Proposer shall complete form entitled “List of Subcontractors (Attachment G)” with the above requested information.
3. If the Proposer 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 Proposer’s total proposal price, or if the Proposer 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 Proposer’s total proposal price, the Proposer agrees to perform that portion.
4. The successful Proposer 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 proposal; 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 proposal.
 - d. Each Proposer shall set forth in its proposal 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. Proposer shall not assign any interest it may have in any Agreement/Contract with VVTA, nor shall Proposer 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 subcontracted 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 Proposer of its obligations to fully comply with its obligations under its Agreement with VVTA. Proposer 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. Proposer 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 Proposer.

Q. PROPOSER'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 proposal without a license, the Proposer shall provide as part of the proposal the license number, class (or type), and date of expiration of license.
2. Furthermore, the Proposer shall ensure that all subcontractors fully comply with the appropriate licensing requirements. The Proposer shall also certify that all information provided, and representations made in the proposal are true and correct, and made under penalty of perjury. Proposers shall also certify that all information provided, and representations made in the proposal are true and correct, and made under penalty of perjury. Proposers shall provide this information on form entitled "List of Subcontractors (Attachment G)." Failure to provide the information on the certification form or elsewhere as part of the Proposal shall render the proposal nonresponsive to this solicitation and will result in the rejection of the proposal.

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 proposal. Any such proprietary information, trade secrets or confidential commercial and financial information, which a Proposer 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.

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

1. Exclusive Property
 - a. Responses to this RFP become the exclusive property of VVTA and are subject to the California Public Records Act.

- b. Those elements of each proposal 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 proposal 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 Proposer deems exempt from disclosure which must be marked “TRADE SECRET” or “CONFIDENTIAL” or “PROPRIETARY.”
- b. Proposers who indiscriminately identify all or most of their proposals as exempt from disclosure without justification may be deemed non-responsive.

4. Indemnification of VVTA by Proposer

- a. The Proposer 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 proposal labeled as protected information and identified as, among other things, “TRADE SECRET” or “CONFIDENTIAL” or “PROPRIETARY.” This obligation shall survive the RFP process, including the awarding of the Contract
- b. Proposer 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 Proposer’s proposal.

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 RFP process, in most instances, price proposals and information regarding the contents of a proposal, will not be released or made available to other Proposers 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 Proposers 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 PROPOSALS

1. VVTA reserves the right to reject any or all proposals for sound business reasons, to undertake contract negotiations with one or more Proposers, and to accept that proposal, which in its judgment, will be most advantageous to VVTA, price and other evaluation criteria considered. VVTA reserves the right to consider any specific proposal, which is conditional or not prepared in accordance with the instructions and requirements of this RFP to be non-responsive. VVTA reserves the right to waive any defects, or minor informalities or irregularities in any proposal which do not materially affect the proposal or prejudice other proposals.
2. If there is any evidence indicating that two or more Proposers are in collusion to restrict competition or otherwise engaged in anti-competitive practices, the proposals of all such Proposers 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 proposal that includes unacceptable conditions, exceptions, and deviations.

T. SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to this RFP and it is found by VVTA to be acceptable, a detailed price/cost proposal may be requested of the single Proposer. A price or cost analysis, or both, possibly including an audit, may be performed by or for VVTA of the detailed price/cost proposal to determine if the price is fair and reasonable. The Proposer has agreed to such analysis by submitting a proposal in response to this RFP. 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 Proposer's price proposal. 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 Proposer's Offer to perform. It is conducted to form an opinion as to the degree to which the proposed costs represent what the Proposer's performance should cost. A cost analysis is generally conducted to determine whether the Proposer 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 proposal; and VVTA may reject such proposal 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 proposal will be received with the understand that acceptance by VVTA of the proposal to provide services described herein shall constitute a contract between the Proposer and VVTA which shall bind the Proposer on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.
2. VVTA reserves the right, in its sole discretion to:
 - a. Accept or reject any and all Proposals, or any item or part thereof, or to waive any informalities or irregularities in Proposals.
 - b. Withdraw or cancel this RFP at any time without prior notice. VVTA makes no representations that any contract will be awarded to any Proposer responding to this RFP.
 - c. Issue a new RFP for the project.
 - d. To postpone the Proposal opening for its own convenience.
 - e. Investigate the qualifications of any Proposal, 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 proposal or propose.
- (b) Be involved in any aspect of evaluation, selection, or award of a contract for which that Contract personnel may proposal.
- (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

The basis of award of the resulting contract shall be to the responsible and responsive Proposer whose proposal scores the highest based on the criteria listed below.

1. OPENING OF PROPOSALS

Proposals will be reviewed and evaluated in accordance with the criteria and procedures described in this document. Proposers determined to be within a competitive range and that have a reasonable chance of receiving a contract may be contacted to schedule a meeting with VVTA to carry out further negotiations and discussions. VVTA reserves the right to award to a Proposer without further discussions, negotiations, or it may determine that no Proposer meets the needs of VVTA.

2. EVALUATION TEAM

An evaluation team will be assembled by the VVTA Executive Director or designee. The team will be made up of staff of VVTA and may include representatives of other nearby government agencies affected by this procurement.

3. PROPOSAL SELECTION PROCESS

- a. The following describes the process by which proposals will be evaluated and a selection made for a potential award. Upon receipt of the proposals, copies will be distributed to the evaluation team members, together with scoring sheets, which include the evaluation criteria, and the points assigned to each category.
- b. Each team member will review the Proposers' submittals and in conjunction with the criteria contained in Section Y.5., below. All proposals shall be evaluated and ranked for the purpose of determining the competitive range and to select a proposal determined to be the most advantageous to VVTA.
- c. Proposals that do not comply with the instructions contained in these RFP 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 RFP and/or submitted proposal(s). VVTA reserves the right to award any alternatives set forth in the solicitation documents in its sole discretion. Submitted proposals may be rejected if there is any alteration of the RFP forms, additions not called for, conditional proposals, incomplete proposals, or irregularities of any kind. VVTA reserves the right to reject any proposal not in compliance with the solicitation documents or prescribed public contracting procedures and requirements. Written notice of rejection of all submitted proposals shall be sent to all Proposers. **ALL UNSIGNED PROPOSALS SHALL BE REJECTED.**
- d. Submittal of a proposal shall mean that the Proposer has accepted the VVTA Contract Documents in their entirety without exception.
- e. When the individual members of the evaluation teams have completed their evaluations, the entire team will meet to discuss and review the proposals. Once the discussions have been completed, members will have an opportunity to revise their scores independently. A final consensus meeting shall be held to confirm the most technically qualified and best value proposal submitted for award. The VVTA Contracting Officer, or designee, shall serve as Chairman of the Evaluation Committee.
- f. Proposals 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.

4. QUALIFICATION REQUIREMENTS

- a. The Proposers, whose proposals have been determined by the evaluation process to be in the competitive range, will be notified and scheduled to meet with VVTA for further discussions, clarifications, and negotiations. Any proposal deviations submitted by the Proposer will be discussed as part of the negotiations process. However, VVTA at its discretion may in its best interest, reject any and all such conditions, exceptions, and deviations. Any proposal which fails to comply with the

VVTA instructions and requirements listed in the solicitation documents shall be deemed non-responsive and their proposal shall be rejected.

- b. As part of the negotiation process, VVTA reserves the right to conduct factory visits to inspect the Proposer's facilities. VVTA shall also have the right to contact other party with whom the Proposer has experience with this type of request, and other relevant references which the Proposer has listed.
- c. At the conclusion of the discussion and negotiation processes, each of the Proposers still determined by VVTA to be within the competitive range will be afforded the opportunity to submit a revised proposal with a clear understanding that VVTA will then choose that proposal, which it finds to be most advantageous based upon the evaluation criteria and final scoring. The results of the evaluations and the selection of a proposal for any award will be documented in a report to the final acquisition approval authority within VVTA.

5. PROPOSAL EVALUATION CRITERIA AND SCORING

- a. Listed below is the point scale system by which proposals from responsible Proposers will be evaluated and ranked for the purpose of determining any competitive range and to make any selection of a proposal for a potential award.

<u>EVALUATION CRITERIA</u>	<u>MAXIMUM POINTS</u>
RESPONSIVENESS – All documents have been received as requested, prior to the due date.	PASS/FAIL
RESPONSIBILITY – All requested documents including the required signatures and, if needed, required notary review, signature, and stamp. All financial documents received represent that the Proposer has the financial capacity to perform this project.	PASS/FAIL
<u>1. EXPERIENCE AND QUALIFICATIONS:</u> Proposer's experience with similar projects as explained in Attachment A – SCOPE OF WORK	20
Quality of Proposed Staff	15
Demonstrated Technical Ability and Resources	20
<u>2. PROPOSAL:</u> Demonstrates understanding of the work to be done.	25
<u>4. PRICE PROPOSAL</u>	20

TOTAL POSSIBLE POINTS

100

- b. The cost factor will be made up of two components, Technical scores up to eighty (80) base Technical points; and Price twenty (20) Base Price points. The maximum 100 base points available will be awarded to the Proposer with the highest Technical score combined with the Price score. Price points will be calculated by dividing the lowest price offered by the proposal price being scored and multiplying the quotient of the calculation by (20); (Low offer divided by next highest offer) times 20 points.
- c. The balance of the evaluation criteria will be scored on the evaluator's assessment in the areas described in the Table above, based on the following system:

Exceptional: Fully compliant with the solicitation requirements and with desirable strengths or betterments; no errors, omissions, discrepancies, weakness, or potential risks. Proposals judged to fall within these parameters will receive 90 to 100% of the points available for the category.

Good to Superior: Compliant with requirements of the solicitation; some minor errors, omissions, discrepancies, weakness, or risks. Proposals in this range will receive 80 to 89% of the points available for the category.

Adequate: Minimally compliant with solicitation requirement; with errors, omissions, discrepancies, weakness, or risks; which may be possible to correct and make acceptable. Proposals in this range will receive 70 to 79% of the points available for the category.

Poor to Deficient: Non-compliant with solicitation requirements; contains errors, omissions, discrepancies, weaknesses, or risks which would be difficult to correct or make acceptable. Proposals in this range will receive 60 to 69% of the points available for the category.

Unacceptable: Totally deficient and non-compliant with requirements; contains major non-correctable errors, omissions, discrepancies, weaknesses, or risks. Proposals in this range will receive 0 to 59% of the points available for the category.

6. EVALUATION PROCEDURES

- a. All aspects of the evaluations of the proposals and any discussions and/or negotiations, including documentation, correspondence, and meetings, will be kept confidential during the evaluation and negotiation process.
- b. Proposals will be analyzed for conformance with the instructions and requirements of the RFP and Contract documents. Any proposal which fails to comply with the VVTA instructions and requirements listed in the solicitation documents shall be deemed non-responsive and their proposal shall be rejected. Proposers are advised that the detailed evaluation forms and procedures will follow the same proposal format and organization specified in Section J. Therefore, Proposer shall pay close attention to and

strictly follow all instructions and requirements. Submittal of a proposal means that the Proposer has accepted all of the Contract documents, except such conditions, exceptions, reservations, or understandings explicitly, fully, and separately stated on the forms and according to the instructions of "Form for Proposal Deviation" (Attachment D). Any such conditions, exceptions, reservations or understanding which do not result in the rejection of the proposal are subject to evaluation under the criteria of "Proposal Evaluation Criteria" (Section Y.5.)

- c. Evaluations will be made in strict accordance with all of the evaluation criteria and procedures specified in "Proposal Selection Process" (Section Y.3.) above. VVTA shall select for any award the highest ranked proposal from a responsible Proposer, qualified under "Qualification Requirements" (Section Y.4.), which does not render this procurement financially infeasible and is judged to be most advantageous to VVTA based on consideration of the evaluation "Proposal Evaluation Criteria" (Y.5.).

7. QUALIFICATION OF RESPONSIBLE PROPOSERS

Proposals will be evaluated in accordance with requirements of "Qualification Requirements" (Section Y.4.) to determine the responsibility of Proposers. Any proposals from Proposers whom VVTA finds not to be responsible and finds cannot be made to be responsible may **not** be considered for the competitive range. Final determination of a Proposer's responsibility will be made upon the basis of initial information submitted in the proposal, any information submitted upon request by VVTA, and information resulting from Agency inquiry of Proposer's references, and its own knowledge of the Proposer.

8. DETAILED EVALUATION OF PROPOSALS AND DETERMINATION OF COMPETITIVE RANGE

- a. Each proposal will be evaluated in accordance with the requirements and criteria specified in "Proposal Selection Process" (Section Y.3.)
- b. The following are the minimum requirements that must be met for a proposal to be considered responsive for inclusion in the competitive range. All of these requirements must be met; therefore, they are not listed in any particular order of importance. Any proposal that VVTA finds not to meet these requirements and that cannot be remedied as part of the negotiation process will be determined to be non-responsive and will not be included in the competitive range. The minimum requirements are as follows:
 - i. Proposer is initially evaluated as responsible in accordance with the requirements of "Qualification Requirements" (Section Y.4.) Final determination of responsibility will be made through the evaluation process.
 - ii. Proposer has demonstrated its responsiveness by following the instructions of the RFP and included sufficient detail information, such that the proposal can be evaluated. Any informalities in regard shall be

determined by VVTA to be either a defect and non-responsive or an informality that VVTA will waive in accordance with "Acceptance/Rejection of Proposals" (Section T)

- iii. Proposal price would not render this procurement financially infeasible, or it is reasonable that such proposal price might be reduced to render the procurement financially feasible.
- c. VVTA will document its evaluations in accordance with the criteria and procedures of "Proposal Selection Process" (Y.3.). Any proposal deficiencies which may render a proposal non-responsive and non-responsive will be documented. VVTA will make specific note of questions, issues, concerns, and areas requiring clarification by Proposers and to be discussed through any contact with Proposers, which VVTA finds to be within the competitive range. Rankings and spreads of the proposals against the evaluation criteria will then be made by VVTA as a means of judging the overall relative spread between proposals and of determining which proposals are within the competitive range or may be reasonably made to be within the competitive range.

9. PROPOSALS NOT WITHIN THE COMPETITIVE RANGE

Proposers of any proposals that have been determined by VVTA as not in the competitive range will be notified in writing, including the shortcomings of their proposals.

10. DISCUSSIONS WITH PROPOSERS IN THE COMPETITIVE RANGE

- a. The Proposers, whose proposals are found by VVTA to be within the competitive range, will be notified and any questions and/or requests for clarifications provided to them in writing. Each such Proposer may be contacted with VVTA to discuss answers to written or oral questions, clarifications, and any facet of its proposal.
- b. In the event that a proposal, which has been included in the competitive range, contains conditions, exceptions, reservations, or understandings to any Contract requirements as provided in "Form for Proposal Deviation" (Attachment D), said conditions, exceptions, reservations, or understandings may be negotiated during contract negotiations. However, VVTA shall have the right to reject any and all such conditions and/or exceptions, which fail to comply with the VVTA instructions and requirements listed in the solicitation documents may be deemed non-responsive and their proposal to be outside the competitive range and rejected.
- c. No information, financial or otherwise, will be provided to any Proposer about any of the proposals from other Proposers. Proposers 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. Proposers will not be told of their rankings among the other Proposers.

- d. **Factory and Site Visits.** At its sole discretion, VVTA reserves the right to conduct factory visits to inspect the Proposer's facilities and/or other transit systems which the Proposer has supplied, including representative examples of the equipment and installation provided similar to the scope of this RFP.
- e. **Best Offers.** VVTA expects that all responsible and responsive Proposers shall submit their Best Offer upon initial submission in response to this solicitation.
- f. **VVTA reserves the right to make an award to a Proposer whose proposal it judges to be most advantageous to VVTA based upon the evaluation criteria, without conducting any written or oral discussions with any Proposers or solicitation of any BAFO.**

**** End of Instructions to Proposers ****

4.

VVTA RFP 2021-08 CHARGEPOINT BUS CHARGER INSTALLATION

Hesperia Scope of Work

1. The original plan was to use the ChargePoint Surface Conduit Entry Kits to pair the chargers without having to remove the chargers from their original installation but after a long discussion with ChargePoint engineering it was determined that the best course of action would be to remove the chargers and existing mounts and reinstall them using the new installation procedures which are included in exhibit 1.
2. 4 chargers on the west end under the solar canopy will need to be removed and the 30" X 10' X 8" thick section of concrete and mounting hardware removed and discarded. 4 new mounting hardware templates will need to be installed according to ChargePoint instructions (exhibit 1) and existing conduit modified and adapted to the new charger mounting hardware to allow for pairing the chargers. The most southern chargers in each pair will need to be turned 180 degrees so that the southern charger of the pair faces west, and the northern charger of each pair continues to face east. A conduit for the DC cable will need to be fabricated and installed between the 2 charger templates in the pairs according to ChargePoint instructions. Once the bases have been prepared for connecting the chargers in pairs, new concrete will need to be poured the same thickness as the surrounding slab. Chargers mounted and wiring reconnected to the chargers with the additional wiring to pair the units. A concrete path of travel will need to be added to access the west facing chargers from the parking slab west of the solar canopy. This could be done on a 45-degree angle to avoid obstructions.
3. The same process listed in #1 will be performed on the 2 chargers east of the north pair of chargers described in paragraph 1.
4. Single charger south of the ones listed in paragraph 2 is to be removed along with the 10' X 30" concrete slab under the charger going over to the slab where the disconnect is mounted. New mounting hardware template will be installed for existing charger that was removed and also the new charger that will be mounted alongside the original charger and paired. Southern most charger of the pair to be facing west and the northern most charger of the pair to be facing east. New 3AWG wire will need to be run from the new disconnect to the switchgear 140' away to the north. Conduit is currently approximately 5' underground from the disconnect proposed location to the switchgear and a 100-amp circuit breaker needs to be added to the empty cutout in the switchgear panel for such a purpose alongside the existing circuit breakers.
5. The mounting bracket for the additional disconnect will need to be modified to accept the additional disconnect supplied by contractor. Existing conduits will have to be re-positioned to connect to the new disconnect with 45-degree fittings or contractor recommendation method acceptable by VVTA.
6. Charge point will assign a lead engineer for assistance in the installation of the chargers and the pairing procedure so that it conforms to ChargePoint requirements.

VVTA RFP 2021-08 CHARGEPOINT BUS CHARGER INSTALLATION

7. Contractor will be responsible to clean up and haul all waste cement, metal, and trash from jobsite so that the location is restored to original cleanliness.
8. ChargePoint will provide an inspection of the installation along with validation of proper charger operation.
9. Keep in mind that the transit agency uses these BEB's every day so all of the chargers will not be able to be done at the same time. The first 4 at the west end of the solar canopy will need to be done first so that we will be able to charge at least 4 units when this is completed and then the second for to the east can be done.
10. See attached drawings, pictures, and instructions.

Barstow Scope of Work

1. 4" Conduit has been installed between the planter where the disconnects will be located and the proposed location of the ChargePoint chargers. SCE under their Charge Ready Transport program will install a new transformer and supply the power to the transformer, switch gear, and disconnects and it will be the contractors' scope of work to run the power from the disconnects to the charger locations and install 6 CP250 chargers in pairs according to manufacturer's installation instructions. Paired chargers will need to be installed facing opposite directions; one facing north and the other facing south.
2. There will be 3 sets of paired charger locations for the 6 chargers as outlined in the attached drawing. Some concrete will have to be cut out in order to run the conduit from the 4" conduit to each of the chargers and conduit from one base to the other for pairing and DC voltage. New concrete poured to secure the mounting bases and chargers installed according to ChargePoint instructions.
3. Chargers are to be installed one facing North and one facing South in each pair. Wiring run between the 2 chargers so that they are paired according to ChargePoint instructions.
4. Charge point will assign a lead engineer for assistance in the installation of the chargers and the pairing procedure so that it conforms to ChargePoint requirements.
5. Contractor will be responsible to clean up and haul all waste cement, metal, and trash from jobsite so that the location is restored to original cleanliness.
6. ChargePoint will provide an inspection of the installation along with validation of proper charger operation.
7. All chargers will be able to be installed at the same time in Barstow.
8. See attached drawings, pictures, and instructions.

**VVTA RFP 2021-08 CHARGEPOINT BATTERY CHARGER INSTALL
ATTACHMENT B – SAMPLE CONTRACT**

THIS CONTRACT 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 a Request for Proposal (“RFP”) from qualified firms who can provide the products and services needed to complete the installation of ChargePoint Bus Chargers at its Hesperia and Barstow locations, a copy which is attached herein as Exhibit 1 (RFP); and

WHEREAS, CONTRACTOR submitted a proposal to provide the required services per the Scope of Work described in the RFP, a copy which is attached herein as Exhibit 3: 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 Contract, 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 Contract.

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

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 Contract.
- B. This is a non-exclusive Contract, 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.

VVTA RFP 2021-08 CHARGEPOINT BATTERY CHARGER INSTALL ATTACHMENT B – SAMPLE CONTRACT

2. CONTRACT DOCUMENTS

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

This Contract;

- A. Exhibit 1 – RFP 2021-08 CHARGEPOINT BATTERY CHARGER INSTALLATION, including Addenda and all Attachments;
- B. Exhibit 2 – RFP SCOPE OF WORK
- C. Exhibit 3 – CONTRACTOR's PROPOSAL Submission dated _____
- D. Exhibit 4 – CONTRACTOR's Proof of Insurance dated _____
- E. Exhibit 5 – CONTRACTOR's Price Proposal dated _____
- F. Exhibit 6 – Completed, signed, and notarized (if applicable) forms as required by the Solicitation.

All the Exhibits mentioned in this Contract are attached and are herein incorporated. This Contract and the other Exhibits mentioned constitute the entire Contract between the parties. In the event of any conflict between any of the provisions of this Contract 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 and shall be submitted separately in each Proposer's Price Bid.

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.

3. PERIOD OF PERFORMANCE

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

4. TOTAL CONSIDERATION

- A. In accordance with the terms and conditions of this Contract, VVTA shall pay CONTRACTOR for its obligations under this Contract. 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

VVTA RFP 2021-08 CHARGEPOINT BATTERY CHARGER INSTALL
ATTACHMENT B – SAMPLE CONTRACT

- B. VVTA's maximum cumulative payment obligation under this Contract 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 to:

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

Each invoice shall include, at a minimum, the following information:

- Contract number/Purchase Order number
 - Invoice number
 - Description of service
 - Completion date
 - Unit Price, extended price, and applicable taxes
 - Information as requested by VVTA
- B. VVTA shall remit payment within Thirty (30) calendar days of approval of the invoices by VVTA Senior Staff. VVTA does encourage the CONTRACTOR to accept discount terms of 2% 10, net 30, in the event the CONTRACTOR needs expedited terms.

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

VVTA RFP 2021-08 CHARGEPOINT BATTERY CHARGER INSTALL
ATTACHMENT B – SAMPLE CONTRACT

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 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 Contract 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: Procurement Manager
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 been delegated the authority to execute contracts on behalf of VVTA. Except as expressly specified in this Contract, the Executive Director may exercise any powers, rights and /or privileges that have been lawfully delegated by VVTA. Nothing in this Contract 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 Contract, including the power to

enforce compliance with this Contract.

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 Contract 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 Contract.

B. Contractor's Key Personnel

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

<u>Name</u>	<u>Role</u>

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 indeed possess such expertise and experience.

VVTA awarded this Contract 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 for in whole, or from time to time in part, by VVTA for the convenience of VVTA whenever VVTA determines that such termination for convenience is in the best interest of VVTA and the other procuring agencies. Any such termination for convenience 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 for Convenience, 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 for Convenience.
- (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 for convenience.
- (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 for Convenience; 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 for Convenience, 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 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

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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 number 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.
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 for convenience 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.
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 for Cause 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;

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- (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 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 for Cause;
 - (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 for Cause;
 - (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 for Cause.
- (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 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 for Cause 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 for Cause 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 Contract, 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 Contract 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 Contract.

11. SUBCONTRACTING

VVTA hereby consents to CONTRACTOR's subcontracting of portions of the Work to the parties identified below for the functions described in CONTRACTOR's Bid. CONTRACTOR shall include in each subcontract Contract 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

- 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 Contract 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), arising or alleged to have arisen directly or indirectly out of performance of this Contract. 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 Contract, 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 Contract.

- 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 counsel of its own selection at its own expense.

19. INSURANCE

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 Contract, 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: Procurement Manager

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17150 Smoke Tree 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: Procurement Manager
17150 Smoke Tree 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.

MINIMUM INSURANCE COVERAGE

- 1) **Commercial General Liability including Products/Completed Operations:** \$2,000,000; per occurrence for bodily and property damage liability and \$4,000,000 aggregate; *VVTA named and endorsed as an Additional Insured.*
- 2) **Automobile Liability:** \$2,000,000; 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.

20. REVISIONS

By written notice or order, VVTA may, from time to time, order work suspension or make changes to this Contract. Changes in the Work shall be mutually agreed to and incorporated into an amendment to this Contract. 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

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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 Contract, this Contract may only be modified by written mutual consent evidenced by signature of representative authorized to enter into and modify the Contract. 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.

21. RIGHTS IN TECHNICAL DATA

- A. No material or technical data prepared by CONTRACTOR under this Contract 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 Contract 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 Contract and/or final payment thereunder.

22. OWNERSHIP OF REPORTS AND DOCUMENTS

The originals of all letters, documents, reports and other products and data produced under this Contract 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.

23. OWNERSHIP RIGHTS

- A. In the event VVTA rightfully obtains copies of Proprietary Data under the terms of the separate License Contract and Escrow Contract that govern rights in Documentation, Software and Intellectual Property created and/or develop by CONTRACTOR, its 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 Contract) shall be the sole and exclusive 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 and 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 Contract by and between the parties of event date herewith.

24. WORK FOR HIRE

Any Work created or produced as a part of this Contract 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 Contract by its suppliers, contractors, or subcontractors.

25. 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 with this Contract.

26. 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.

27. 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 Contract. 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 Contract. The provisions of this paragraph shall survive termination or expiration of this Contract 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 Contract under this Article shall not be reassigned to perform Work in any other capacity under this Contract without VVTA's prior written approval.

28. 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 Contract.

29. DISQUALIFYING POLITICAL CONTRIBUTIONS

In the event of a proposed amendment to this Contract, 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).

30. COMPLIANCE WITH LAW

CONTRACTOR shall familiarize itself with and perform the Work required under this Contract 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 Contract. CONTRACTOR shall also comply with all Federal, State, and local laws and ordinances.

31. 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 Contract and VVTA shall have the right to immediately terminate or suspend this Contract.

32. WAIVER/INVALIDITY

No waiver of a breach of any provision of this Contract by either party shall constitute a waiver of any other breach of the provision, or of any other breach of the provision of the Contract. Failure of either party to enforce any provision of this Contract 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 Contract shall no void or affect the validity of any other provision.

33. 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.

34. CONFIDENTIALITY

CONTRACTOR agrees that for and during the entire term of this Contract, any information, data, figures, records, findings, and the like received or generated by CONTRACTOR in the performance of this Contract, 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 Contract 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.

35. 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 Contract or the Work.
- C. If CONTRACTOR receives a complaint 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 Contract.

36. 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 Contract 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 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.

37. COVENANT AGAINST GRATUITIES

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 Contract 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.

38. WARRANTY OF AUTHORITY

**VVTA RFP 2021-08 CHARGEPOINT BATTERY CHARGER INSTALL
ATTACHMENT B – SAMPLE CONTRACT**

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.

39. ENTIRE CONTRACT

This Contract, including any and all Exhibits, constitutes the entire Contract between VVTA and CONTRACTOR and supersedes all prior negotiations, representations, or Contracts, 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.

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

By: _____
VVTA Legal Counsel

CONTRACTOR

By: _____

Name: _____ Title: _____

By: _____

Name: _____ Title: _____

VVTA RFP 2021-08 CHARGEPOINT BATTERY CHARGER INSTALL

ATTACHMENT C – 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.

VVTA RFP 2021-08 CHARGEPOINT BATTERY CHARGER INSTALL

ATTACHMENT C – PROTEST PROCEDURES

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**

VVTA RFP 2021-08 CHARGEPOINT BATTERY CHARGER INSTALL ATTACHMENT C – PROTEST PROCEDURES

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.

**VVTA RFP 2021-08 CHARGEPOINT BATTERY CHARGER
INSTALL
ATTACHMENT D – 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 RFP 2021-08 CHARGEPOINT BATTERY CHARGER INSTALL

ATTACHMENT E – 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 RFP 2021-08 CHARGEPOINT BATTERY 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 SUBMISSION:
 - ☒ Proposal Pricing Form
 - ☒ Current Client References
 - ☒ Not on Excluded Parties List System (SAM.com) (Provide page from website)
 - ☒ Affidavit of Non-Collusion (if submitting bid on Publicpurchase.com – please include a copy of the document with your proposal, however, the original notarized form must be received by the Procurement Manager within 5 Business Days of the Proposal due date.)
 - ☒ Proposed Disadvantaged Business Enterprise (DBE) Participation; if you or a subcontractor are a DBE, please submit certification with proposal.
 - ☒ List of Subcontractors and DBE's (Required >1/2 of 1% Share of Bid) See RFP Attachment H
 - ☒ Manufacturer's Warranty Information regarding products and services proposed
 - ☒ Contractor and Subcontractor proof of CSLB Contractor's License
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. ☐ Sales or Services; if applicable
 - ii. ☐ Business: authorized by the city wherein business is to be conducted.
 - b. ☒ **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.

As per PCC 7103 – “Every original contractor... involving an expenditure in excess of \$25,000.00 for any public work shall, before entering the performance of the work, provide:”

 - c. ☒ **Performance Bond:** One Hundred percent (100%) of the contract price
 - d. ☒ **Payment Bond:** One Hundred percent (100%) of the contract price.

VVTA RFP 2021-08 CHARGEPOINT BATTERY CHARGER INSTALLATION ATTACHMENT F – SUBMISSION OF FORMS

VVTA – RFP 2021-08 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 RFP 2021-08 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 RFP 2021-08 CHARGEPOINT BATTERY 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.

HESPERIA FACILITY INSTALLATION

Description	Price per Unit	Total
Parts		
Labor		

BARSTOW FACILITY INSTALLATION

Description	Price per Unit	Total
Parts		
Labor		

TOTAL COST	\$
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VVTA RFP 2021-08 CHARGEPOINT BATTERY CHARGER INSTALLATION ATTACHMENT F – SUBMISSION OF FORMS

CURRENT CLIENT REFERENCES

Proposer by its signature below, certifies that the following references (CHARGEPOINT BATTERY CHARGER INSTALLATION) supplied to other clients:

<u>Agency Name</u>	<u>Contact Name/Phone</u>	<u>Year</u>
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

**VVTA RFP 2021-08 CHARGEPOINT BATTERY CHARGER INSTALLATION
ATTACHMENT F – SUBMISSION OF FORMS**

**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

VVTA RFP 2021-08 CHARGEPOINT BATTERY CHARGER INSTALLATION ATTACHMENT F – SUBMISSION OF FORMS

SAMPLE PERFORMANCE BOND

Bond No.
Premium:

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, on _____, 2021, the VICTOR VALLEY TRANSIT AUTHORITY (“VVTA”) awarded to (“PRINCIPAL”) a contract for performance of the work described as 2021-08 CHARGEPOINT BATTERY CHARGER INSTALL (“CONTRACT”), the terms and conditions of which are incorporated herein by reference; and

WHEREAS, the CONTRACT requires PRINCIPAL to furnish this Performance Bond (“BOND”) to guarantee PRINCIPAL’s faithful performance of all provisions of the CONTRACT; and

WHEREAS, _____ (“SURETY”), a corporation legally authorized to execute and furnish performance bonds as sole surety in the State of California, is willing to act as PRINCIPAL’s SURETY in the making and giving of this BOND.

NOW, THEREFORE, we PRINCIPAL and SURETY hereby hold and firmly bind ourselves to pay to CITY in lawful United States currency the principal sum of _____ Dollars (\$ _____), for which payment well and truly to be made to CITY or CITY’s successors or assigns we hereby bind ourselves and our heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS THAT IF PRINCIPAL or PRINCIPAL’s heirs, legal representatives, successors or assigns shall in all things stand to, abide by, and well and truly keep and faithfully perform all of the covenants, conditions and promises in the CONTRACT, including its work Guaranty, and all alterations thereof made as therein provided on PRINCIPAL’s part to be kept and performed at the time and in the manner specified therein, and in all respects according to their true intent and meaning, and shall indemnify and save harmless CITY and CITY’s officers, employees and agents as therein specified, then this obligation shall become null and void; otherwise, it shall be and remain in full force and binding effect.

SURETY hereby agrees that no change in the terms of the CONTRACT or the work to be performed thereunder, or any extension of time for completion thereof, shall in any way relieve it of its obligations under this BOND, and hereby waives notice of any change or extension thereof, and further waives the provisions of California Civil Code sections 2819 and 2845.

If lawsuit is brought by CITY on this BOND, PRINCIPAL and SURETY shall pay to CITY, over and above the principal sum hereof, reasonable costs and attorney’s fees which the court is hereby authorized to award.

IN WITNESS WHEREOF, we sign and seal this BOND on _____

Correspondence or claims relating to
this BOND should be sent to SURETY at
the following address:

Principal

By _____ (Seal)

Typed Name and Title

Surety

Attorney-In-Fact

Typed Name and Title

Telephone Number _____

Note: Signatures of those executing for
SURETY must be acknowledged, and a
Power of Attorney attached.

VVTA RFP 2021-08 CHARGEPOINT BATTERY CHARGER INSTALLATION ATTACHMENT F – SUBMISSION OF FORMS

SAMPLE PAYMENT BOND

Bond No.
Premium:

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, on _____, 2021, the VICTOR VALLEY TRANSIT AUTHORITY (“VVTA”) awarded to (“PRINCIPAL”) a contract for performance of work described as 2021-08 CHARGEPOINT BATTERY CHARGER INSTALL (“CONTRACT”), the terms and conditions of which are incorporated herein by reference; and

WHEREAS, the CONTRACT requires PRINCIPAL to furnish this Payment Bond (“BOND”) to secure payment of the claims of persons described in California Civil Code section 3248(b); and

WHEREAS, _____ (“SURETY”), a corporation legally authorized to execute and furnish payment bonds as sole surety in the State of California, is willing to act as PRINCIPAL’s SURETY in the giving of this BOND.

NOW, THEREFORE, we PRINCIPAL and SURETY hold and firmly bind ourselves unto CITY and all persons and entities described in California Civil Code section 3248(b) whose claims are not paid by PRINCIPAL in the total sum of _____ Dollars (\$_____), for which payment well and truly to be made we bind ourselves and our heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS THAT IF PRINCIPAL or PRINCIPAL’s successors, assigns, or subcontractors fail to pay any of the persons described in California Civil Code section 3181, any amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the CONTRACT or any amounts required to be deducted, withheld and paid over to the California Employment Development Department from the wages of employees of PRINCIPAL and PRINCIPAL’s subcontractors pursuant to California Unemployment Insurance Code section 13020 with respect to such work and labor, SURETY will pay for the same in an amount not exceeding the sum stated above, plus all costs and reasonable attorney’s fees awarded by any court of competent jurisdiction in any lawsuit brought upon this BOND.

THIS BOND SHALL INURE TO the benefit of all persons and entities described in California Civil Code section 3248(b) so as to give them or their assigns a right of action in any lawsuit brought upon this BOND, and is executed and filed to comply with the Public Works Payment Bond provisions of Chapter 7, Title 15, Part 4, Division 3 of the California Civil Code (commencing at Section 3247) and all amendments thereto, which provisions are incorporated herein by this reference.

IN WITNESS WHEREOF, we sign and seal this BOND on _____ .

Correspondence or claims relating to this BOND should be sent to SURETY at the following address:

Principal

By _____ (Seal)

Typed Name and Title

Surety

Attorney-In-Fact (Seal)

Typed Name and Title

Telephone Number _____

Note: Signatures of those executing for SURETY must be acknowledged and Power of Attorney attached.

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 2021-08 CHARGEPOINT BATTERY CHARGER INSTALL

ATTACHMENT H – PREVAILING WAGES

- 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 contractor's 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

VVTA RFP 2021-08 CHARGEPOINT BATTERY CHARGER INSTALL

ATTACHMENT H – PREVAILING WAGES

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

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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 these 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

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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 REQUIREMENTS

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 for all apprenticeable occupations (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:

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(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 contractor 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

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- 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

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- 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.

EXHIBIT 1

Express 250 Paired

DC Fast Charging Station

Site Design Guide



IMPORTANT SAFETY INSTRUCTIONS: SAVE THESE INSTRUCTIONS



WARNING:

- 1. Read and follow all warnings and instructions before installing and operating the ChargePoint® Charging Station.** Install and operate only as instructed. Failure to do so may lead to death, injury, or property damage, and will void the Limited Warranty.
- 2. Only use licensed professionals to install your ChargePoint charging station and adhere to all national and local building codes and standards.** Before installing the ChargePoint® charging station, consult with a licensed contractor, such as a licensed electrician, and use a trained installation expert to ensure compliance with local building and electrical codes and standards, climate conditions, safety standards, and all applicable codes and ordinances. Inspect the charging station for proper installation before use.
- 3. Always ground the ChargePoint charging station.** Failure to ground the charging station can lead to risk of electrocution or fire. The charging station must be connected to a grounded, metal, permanent wiring system, or an equipment grounding conductor shall 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.
- 4. Install the ChargePoint charging station on a concrete pad using a ChargePoint approved method.** Failure to install on a surface that can support the full weight of the charging station can result in death, personal injury, or property damage. Inspect the charging station for proper installation before use.
- 5. This charging station is not suitable for use in or around hazardous locations, such as near flammable, explosive, or combustible materials.**
- 6. Do not use this product if the enclosure, EV cable, or the EV connector is broken, cracked, open, or shows any other indication of damage.**
- 7. Do not put fingers into the electric vehicle connector.**



Important: 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 result from custom installations that are not described in this document or for any failure to adhere to installation recommendations.**

Product Disposal

To comply with Directive 2012/19/EU of the European Parliament and of the Council of 4 July 2012 on waste electrical and electronic equipment (WEEE), devices marked with this symbol may not be disposed of as part of unsorted domestic waste inside the European Union. Enquire with local authorities regarding proper disposal. Product materials are recyclable as marked.



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.

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Symbols Used in This Document

This guide and product use the following symbols:



DANGER: Risk of electric shock.



WARNING: Risk of personal harm or death.



CAUTION: Risk of equipment or property damage.



Important: Crucial step for installation success.



Read the manual for instructions.



Ground/protective earth.

NDA ONLY

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Site Design Guidelines 1

This document describes how to design a project site for the ChargePoint® Express 250 Paired DC fast charging stations.

The Express 250 is a DC fast charging station for electric vehicles. Each charging station communicates with ChargePoint using a cellular network. This connectivity is required for diagnostics and reporting, as well as communication with the online dashboard that allows the station owner to control its settings and commands. See the section "[Cellular Connectivity](#)" on [page 15](#) for detailed information.

For full specifications and certifications for Express 250 charging stations, refer to the *Express 250 Data Sheet* found online at: chargepoint.com/support/guides



Important: Always follow all applicable local and national codes and requirements. A site drawing should be engineered for your specific site to reduce installation costs and ensure compliance with local codes.

Paired 250

The Express 250 can be installed either as a standalone system, or paired with another Express 250 using a DC connection to more flexibly share load. The two Power Modules in the base of each charging station can be shared in any combination according to charging need. This allows high power output in sites with space constraints.

To pair two Express 250 charging stations, all of the following are required:

- Both Express 250s must have 62.5 kW power enabled (not allowed on stations only enabled for 50 kW)
- Both Express 250s must be provisioned for full power back to the panel (not allowed on “power select” stations)
- Both Express 250s must be properly installed, connected to each other, and communicating

Initial Site Guidelines

ChargePoint recommends that you plan to install charging stations for 5-10% of parking spaces, or 10-15% for high EV adoption areas like California. Designing electrical infrastructure to support

current and future needs for EV charging helps avoid costly upgrades later as demand for EV charging grows.

An onsite evaluation is needed to determine conduit and wiring requirements from the panel to the proposed parking spaces, as well as to measure cellular signal levels and identify suitable locations for any necessary cellular signal booster equipment.

If you have pre-existing infrastructure or are using your own preferred electrical contractor to prepare your site, a Site Validation by a ChargePoint Operations and Maintenance (O&M) partner is required to certify compliance with electrical specification requirements, and to ensure everything was prepared to ChargePoint specifications.



Important: Always check local codes or consult an engineer to ensure the site is prepared in compliance with all applicable regulations. Local authorities might not allow a unit to operate if it is not installed to code.

Charging Station Placement

To help minimize costs, choose station locations that are as close as possible to the available electrical infrastructure. Selecting these types of locations helps minimize long conduit and wire runs, as well as any trenching work.



WARNING: The ChargePoint Charging Station must be installed on a level concrete base. Asphalt cannot support the full weight of the Charging Station. Failure to install the ChargePoint Charging Station on a level concrete base may cause the Charging Station to tip over, resulting in death, personal injury, or property damage.

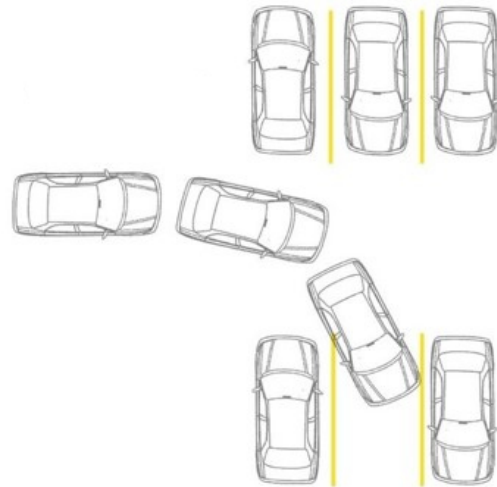
Layout considerations:

- Determine appropriate ground anchoring locations where concrete exists or can be installed (no asphalt surfaces).
- Consider locations where it will be easy to add future stations.
- Determine optimum conduit layout to minimize linear conduit costs to multiple parking spaces. If possible, avoid or minimize trenching requirements, especially more costly trenching to run conduit under asphalt surfaces.
- Evaluate existing electrical infrastructure to determine if the existing utility service and electrical panel capacity is sufficient. Identify costs for any necessary upgrades and/or a new dedicated electrical panel. ChargePoint recommends using a certified electrician to evaluate available capacity and identify any upgrades that may be required.
- If a dedicated EV electrical panel is required, choose a panel location in close proximity to the existing electrical supply.
- Measure cellular signal levels to ensure adequate cellular coverage at the station installation location. To ensure adequate signal strength in underground or enclosed parking structures, cellular repeaters may be required.

- ChargePoint recommends to avoid locations under trees where sap, pollen, or leaves would fall on the charging station and increase the station owner's site upkeep workload.
- For stall parking, ChargePoint recommends using perpendicular parking stalls that allow a vehicle to enter either front-first or rear-first, to better accommodate the varied locations of EV charge ports. Diagonal stall parking is not advised.

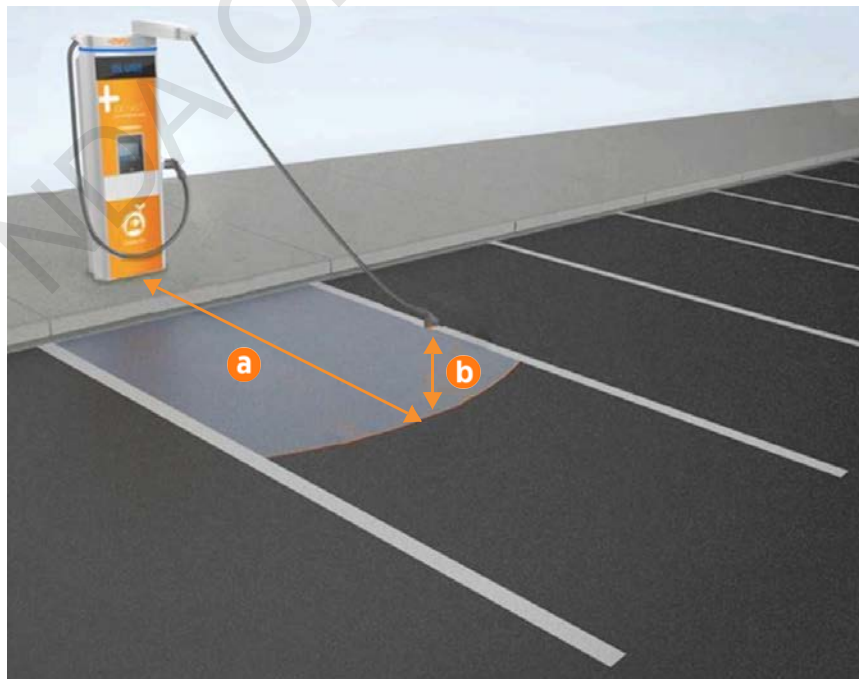
Note: While ChargePoint tests charging stations with a majority of upcoming vehicles, ChargePoint cannot guarantee the port locations of future vehicles and cannot warrant the configurations proposed will work for all vehicles.

- Choose adjacent parking spaces in an area with adequate lighting.
- Consider how easily drivers can find the stations they need to access.

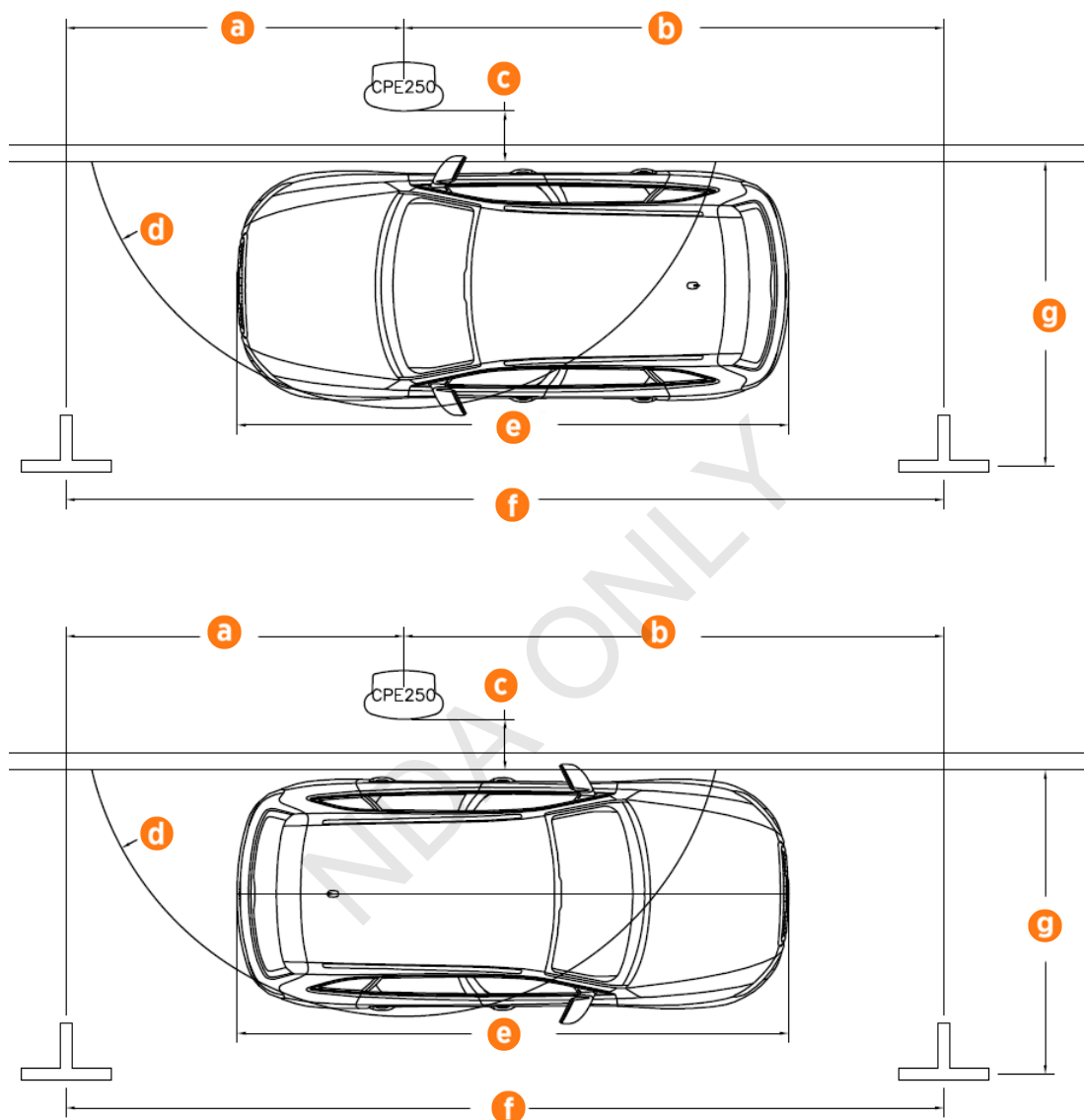


Important: Place each charging station centered at the head of its parking space. This placement maximizes cable reach for the varied charge port locations on different EVs.

- a. 3.76 m (148 in)
- b. 609 mm (24 in)



- Pull-through parking (gas station model) is not recommended. If pull-through parking is used, ChargePoint recommends placing at least one charging station on each side of the island. This avoids situations where the charging station is on the opposite side of the vehicle from the charge port. Guidance for station placement in island or curbside parking is shown below.



- a.** Distance from left space marking: 3048 mm (120 in) maximum
- b.** Distance from right space marking: 4876.8 mm (192 in)
- c.** Distance from curb: 457.2 mm (18 in)
- d.** Cable reach radius: 2895.6 mm (114 in)
- e.** Example EV length: 4978.4 mm (196 in)
- f.** Recommended parking space length: 7924.8 mm (312 in)
- g.** Recommended parking space width: 2743.2 mm (108 in)

Civil and Mechanical Design 2

Use the guidance below to design the civil and mechanical aspects of the site.

Component Dimensions

The Commercial Dispenser is a vertical enclosure with the preliminary dimensions shown below.



Pad

The station can be installed on either a newly poured pad or an existing concrete surface. The mounting surface must be smooth and cannot exceed a slope of 6.35 mm per 304.8 mm (0.25 inches per foot).



WARNING: If not installed correctly, the ChargePoint® Charging Station may pose a fall hazard, leading to death, personal injury, or property damage. Always use the provided Concrete Mounting Template or a ChargePoint-approved surface mounting solution to install the ChargePoint® Charging Station and install in accordance with applicable codes and standards using licensed professionals. Non-approved installation methods are performed at the risk of the contractor and void the Limited Warranty.

Drainage

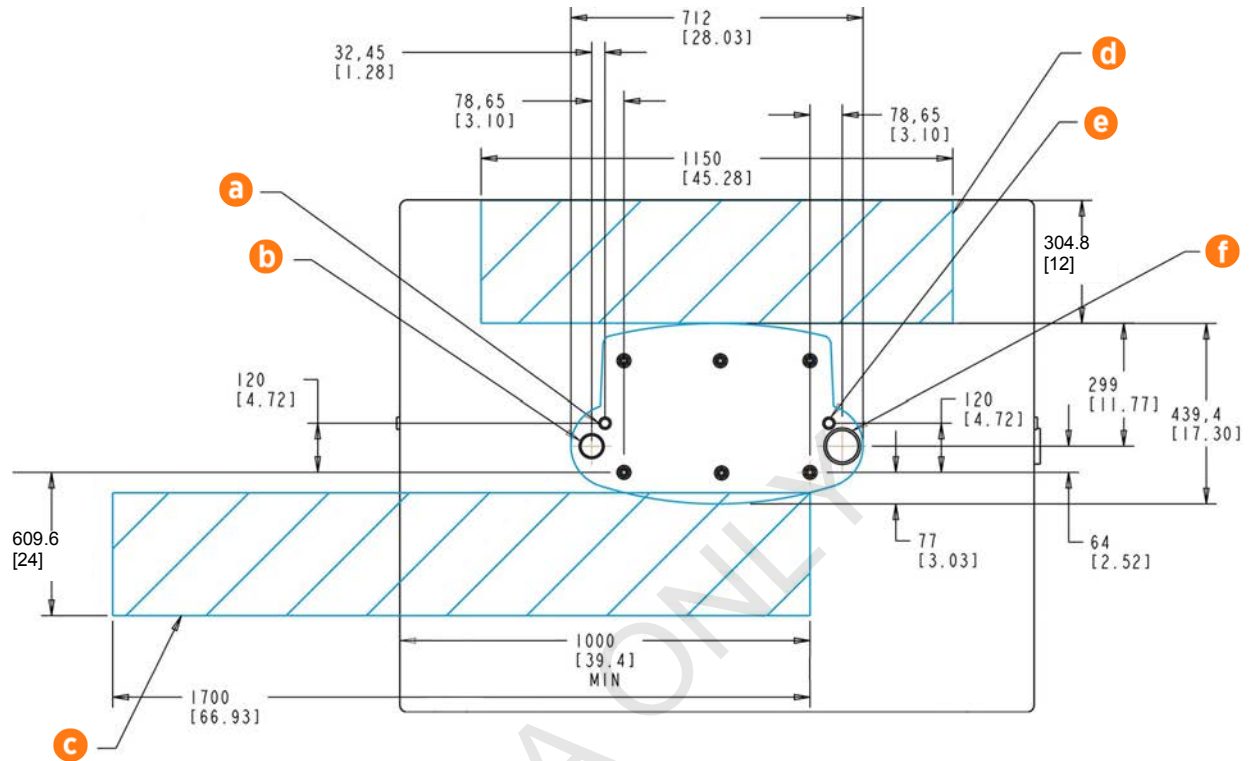
Ensure any site slopes, walls, or fencing do not trap water around the charging station installation site. The system is only built to withstand 457.2 mm (18 in) of standing water.



WARNING: Exposing the ChargePoint® Charging Station to over 18 inches (457 mm) of standing water could create an electrocution, shock, or fire hazard. Cut power to the Charging Station if it has been exposed to standing water and contact ChargePoint before the Charging Station is powered on.

Mounting Specifications

Shown are the Express 250 anchor locations, conduit stub-ups, and clearance areas (shaded in blue). Measurements are provided in millimeters, with inches in brackets.



- a. Shunt trip conduit, 19.1 mm (3/4 in) trade size maximum
- b. 400/480 VAC conduit, 50.8 mm (2 in) trade size, 69.9 mm (2.75 in) OD maximum
- c. Front service clearance
- d. Rear service clearance
- e. Data conduit, 19.1 mm (3/4 in) trade size maximum
- f. DC power conduit, 76.2 mm (3 in) trade size, 88.9 mm (3.5 in) OD maximum

Clearances

The Express 250 requires minimum maintenance clearances as listed in the table below.

Front Clearance	330.2 mm (13 in) at grade; 609.6mm (24 in) minimum open space
Side Clearance*	711.2 mm (28 in) required; 863.6 mm (34 in) recommended**
Rear Clearance	304.8 mm (12 in) required; 609.6 mm (24 in) recommended
Top Clearance	304.8 mm (12 in)

***Side clearance is measured from extrusion to extrusion.*

***Side clearance can be shared between two charging stations. However, if the charge handles of both stations are facing each other, add an extra 254 mm (10 in).*

Note: Listed side clearances are the minimum required for operation and service. For paired charging stations, the bend radius of the DC cable and conduit might require spacing them further apart.

Rear clearance, and the closer front and side clearance for Power Module service, must be at grade level +/- 12.7 mm (0.5 in).

Fencing, bollards, or wheel stops must not encroach upon the clearances listed above, if present. None of these barriers are explicitly required by ChargePoint.

Refer to the “Ventilation” section, and check local and regional code, for any additional clearance requirements.

Ventilation

Ensure that any installation, especially an indoor installation, has adequate airflow to dissipate the charging station’s heat at maximum operation. Each Express 250 charging station emits approximately 3.3 kW of waste heat at maximum operation.

The charging station location must allow fresh ambient airflow. Restriction of airflow might result in reduced maximum performance. Do not install a station where it is exposed to air that is heated above ambient temperatures.

In addition to the service clearances listed in the “Clearances” section, consider these figures for site layout:

- If a charging station will have a wall directly behind it, increase the rear clearance to 0.9 m (3 ft).
- If two Express 250 charging stations will be positioned back to back, increase the rear clearance to 1.8 m (6 ft) to reduce exhaust recirculation.

Pairing Existing Charging Stations

If all site preparation for paired charging is completed in advance, Express 250 stations can be initially installed as Standalone and paired at a later date. In that case, follow these additional steps:

- During initial site construction, install DC and communication conduit in advance.
- For regions using armored cable: install the cables (and ducting if applicable) in advance, leaving a service loop long enough to reach the bus bar blocks approximately 61 cm (2 ft) above grade. Bundle the cable ends and install the cover panels and extrusions on the Express 250 stations as normal.
- For regions using conduit:
 - Extend side clearance at both DC conduit stub-up locations to 1.2 m (4 ft) to allow space for cable pulling equipment.
 - Install a fishing tape in the communication conduit to assist with routing of Ethernet cable later. If Ethernet is pulled in advance, leave 317.5 cm (125 in) of wire above grade.
 - Use duct seal compound to seal the ends of the DC and communications conduit stub-ups. Seal the ends of the fishing tape to hang outside the conduit.
 - Install the cover panels and extrusions on the Express 250 stations over the stub-ups as normal.

Accessibility

The Express 250 touchscreen and charging cables are centered at a distance of 1143 mm (45 in) from the ground, to comply with American Disability Act (ADA) requirements. If your installation must comply with ADA standards, or the disability access regulations for other regions, consider this height when designing the height of the pad.

Also consider site design factors such as placement of bollards, wheel stops, or other vehicle obstacles when planning charging station access for disabled parking stalls. Check disability access regulations for guidance on the clearances needed for wheelchair access to holsters and user interfaces.

NDA ONLY

Electrical Design 3

The default Express 250 installation requires service wiring installed underground. (If a site requires surface mounting, contact ChargePoint before beginning work, to obtain an approved installation method.) Conduit and wire size are determined based on the length of runs from the electrical panel to the station location. Service wiring must be run through conduit or use armored cable as required to comply with local electrical codes. Consult national and local codes or a project engineer to determine the grade, quality, and size of the conduit or cable. The CPE250-CMT accommodates service wiring through the flare, conduit, or locally appropriate wiring method.

Note: All wiring and conduit is supplied by the contractor unless otherwise indicated.

Note: It is possible to pre-install Express 250 charging stations as Standalone initially and pair them at a later date, if desired. In this case, install the DC conduit per ["The Express 250 Concrete Mounting Template"](#) on page 19, and run a pull rope through the conduit before landing the charging stations. Contact ChargePoint for instructions to pair two charging stations when ready.

Upstream Components

Charging stations are considered continuous load devices (EVs draw maximum load for long durations). Therefore, electrical branch circuits to EV chargers must be sized at 125% of the load for North American installations, in accordance with National Electric Code requirements. For other regions, refer to local code.

When planning multiple EV charging stations, it is best practice to segment non-continuous and continuous loads, with all branch circuits for EV charging on a dedicated electrical panel assembly with adequate circuit breakers. When sizing new electrical panels dedicated for EV charging, all branch circuits must support continuous load. For North American installations, the panel rating must be sized for at least 125% of the total load on each leg of a 3-phase panel.

Each Express 250 requires a service panel breaker as follows:

- North America, 480 V: 100 A breaker for 125% of a maximum 80 A load
- Europe and UK, 400 V: 100 A breaker for a maximum 96 A load



CAUTION: The Express 250 charging station is tested to IEC 61000-4-5, Level 5 (6 kV @ 3000 A) standards. In geographic areas that experience frequent thunderstorms, supplemental surge protection must be installed at the service panel to guard against product damage.

Shunt Trip Wiring

ChargePoint advises against installing an emergency stop (E-stop) button on charging stations. Drivers can unintentionally trip the emergency shutoff, causing inconvenience and downtime to site hosts. However, wiring to enable a remote shunt trip is standard on each charging station. This shunt trip wiring is activated when unsafe conditions are detected, such as a cover panel not being seated correctly and posing a shock risk. All shunt trip behavior is already hard-coded into the charging station and has no programmable variables.

For Paired charging stations, wire the connections such that a shunt trip activation on either station trips the breakers of both Paired stations.

Disconnect

A local AC disconnect, separate from the shunt trip wiring, is recommended to be installed between each charging station and the electrical panel. This is especially important if the main electrical panel or utility room is distant, out of line of sight, or has restricted access. For North America installations, refer to disconnect switch requirements per NEC Article 625, “Electric Vehicle Charging and Supply Equipment Systems”.

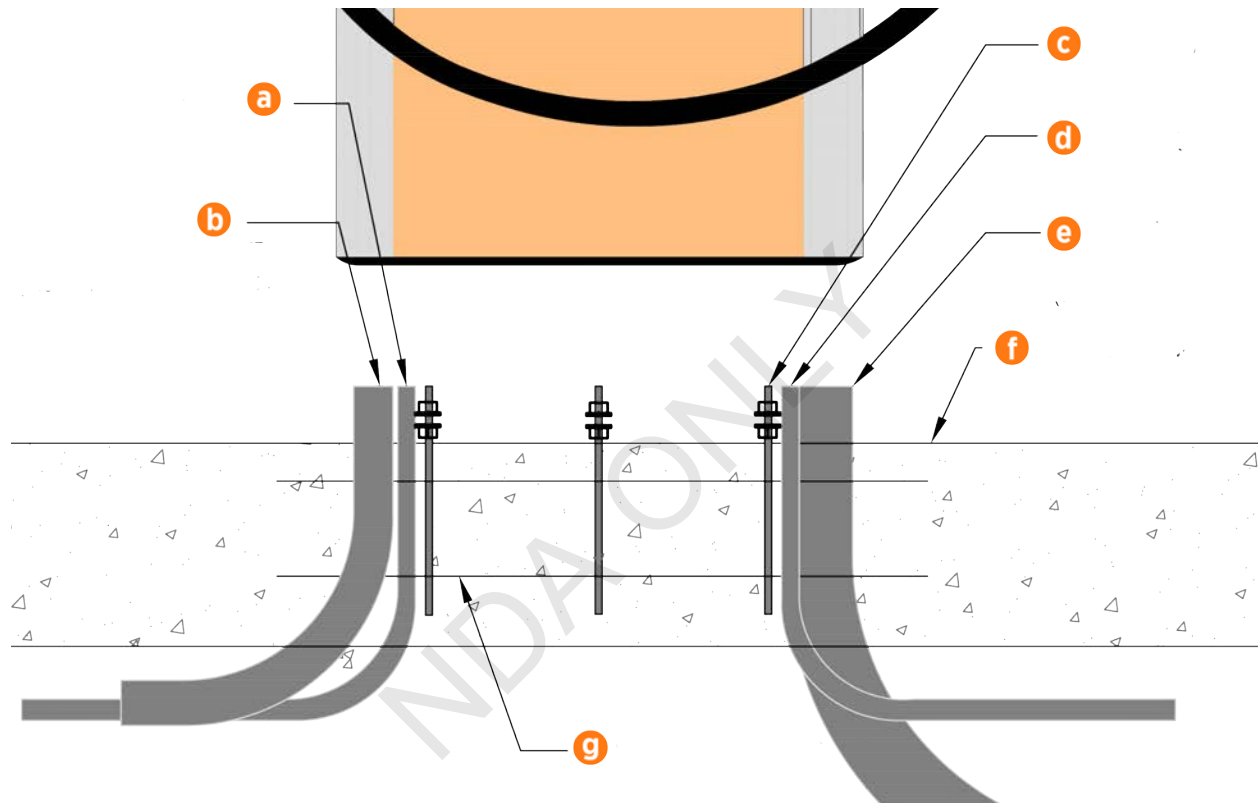


WARNING: If service is performed on either Paired charging station, both AC disconnects must be powered off for safety.

Conduit

In regions that use conduit, the outer diameter of conduit must not exceed the sizes called out in the conduit layout drawing below. Conduit stub-ups cannot extend higher than 76.2 mm (3 in) above the surface of the concrete pad, as shown below.

In regions that do not use conduit, armored cable may be laid in the same configuration to conform to the wire placement as shown in the section, “The Express 250 Concrete Mounting Template”. Ensure a length of at least 61 cm (2 ft) is left free above grade to allow the wiring to reach the charging station AC terminals.



- a.** Shunt trip conduit: 19.1 mm (3/4 in trade size)
- b.** AC conduit: 50.8 mm (2 in trade size)
- c.** Mounting bolts
- d.** Data conduit: 19.1 mm (3/4 in trade size)
- e.** DC conduit: 76.2 mm (3 in trade size) (conduit inlet OD of 88.9 mm (3.5 in))
- f.** Concrete surface
- g.** Concrete Mounting Template (embedded in concrete)

Wiring Requirements



Important: The AC terminal blocks on the Express 250 accept a maximum wire size of 35 mm² (2 AWG) solid or stranded wires. If using a larger gauge wire to accommodate a long run, reduce the wire size at the local external disconnect.



Important: The DC terminal blocks on the Express 250 can accept a maximum wire size of 120 mm² (4/0 AWG). Please contact ChargePoint to obtain the lugs required. Check site plans and local code for site-specific requirements.

For full product specifications, refer to the *Express 250 Data Sheet*. Using that data, ensure that the installation location is equipped with service wiring that supports the Express 250's power requirements:

- AC conductors (L1, L2, L3), maximum wire size of 35 mm² (2 AWG) solid or stranded wires at the terminal
- Ground conductor
- Neutral conductor as required by region (Neutral connection is not required for service equipment operation and terminal is provided for convenience only)
- Shunt trip wiring
- Ethernet wiring for DC:
 - Minimum of CAT5e or better
 - Outdoor or plenum rated wiring
 - Maximum run length of 100 m (328 ft)
 - Leave 3.2 m (10.5 ft) of wire above grade
 - Field crimp using straight-through pattern 568B, and test for functionality
 - Crimp the drain wire into RJ45 connectors at both ends
- DC conductors (for 4 lugs):
 - 2 positive and 2 negative conductors total; 1 positive and 1 negative in each direction
 - Maximum conductor size of 120 mm² (4/0 AWG)
 - USA/Canada: Rated at 1000 V, 90°C, copper only, minimum current carrying capacity 160 A, insulation type XHHW-2.
 - EU/UK: Rated at 1000 V conductor to conductor (+/-500 V conductor to ground, LV), 90°C, copper only, minimum current carrying capacity 160 A, insulation type XLPE (cross-linked polyethylene). If armored cable, 4-core cable and cable gland sized to local code (such as Cablecraft CCG-CW50 or similar).
 - DC cable run must be continuous, with no joints or splices

-
- Consult site drawings for site-specific conductor size and length (Appendix A provides conductor size calculation examples for reference)
 - Leave 61 cm (2 ft) of each conductor above grade
 - DC lugs (x4):
 - Silver plated copper narrow-tongue compression lug (2-hole specified for North America); tin plated is acceptable if used with dielectric grease
 - Holes for an M6 (1/4 in) stud at 19 mm (3/4 in) stud hole spacing
 - Maximum width 24 mm (15/16 in)
 - 4 mm (0.55 in) clearance between the bottom bus bar block's top stud axis and the beginning of the top bus bar block
 - Example lugs for average conductor size are Ilco CLWD-3/0-14-34 or similar (North America) or Weidmuller 1494410000 120 mm² or similar (UK/EU)
 - Contact ChargePoint if the installer requires lugs for 3/0 (kit 99-002644-01) or 4/0 (kit 99-002645-01) conductors

When DC conductors are pulled through conduit, label each end of each DC conductor to aid installation as follows:

- "Station 1 A+" on one end and "Station 2 B1+" on the other end
- "Station 1 A-" on one end and "Station 2 B1-" on the other end
- "Station 1 B1+" on one end and "Station 2 A+" on the other end
- "Station 1 B1-" on one end and "Station 2 A-" on the other end



CAUTION: Be sure to connect positive to positive, and negative to negative, on the same wire. Do not reverse the polarity.

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 on the Express 250.
- 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.

Cellular Connectivity

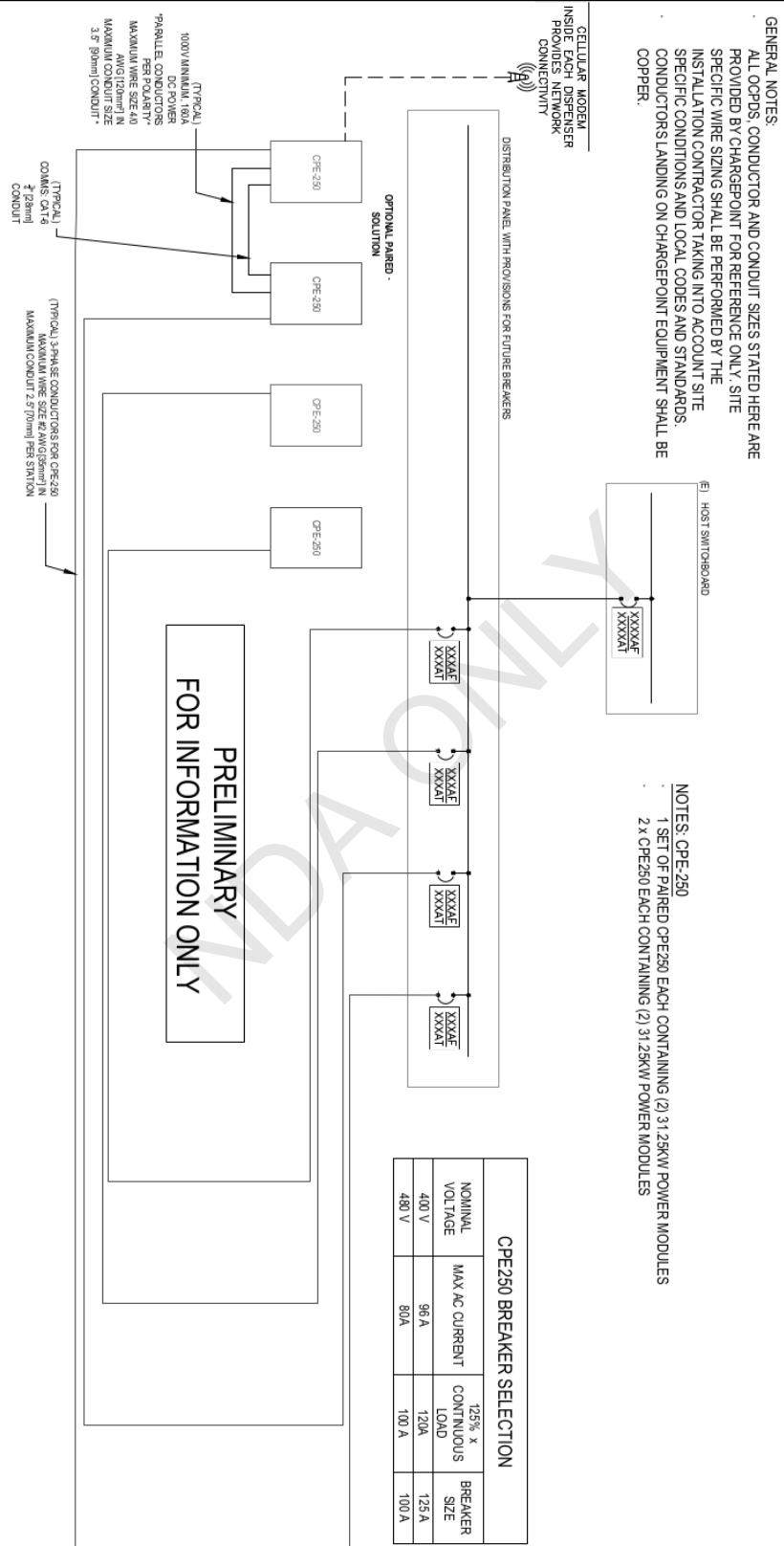
A consistently strong cellular signal is needed before installers can activate the station. Do not rely on cell phone applications to measure cellular signals when conducting site surveys. Ensure the signal at the installation site is consistently -85 dBm or better. (Note that these numbers are all negative, so -70 dBm is stronger than -85 dBm, and -90 dBm is weaker.) Use a cellular signal detection device (such as a SquidTM) to take signal strength readings at the exact proposed charging

station locations.

If the signal is below -85 dBm, take cellular readings at the location where a cellular signal booster antennas will be installed to ensure enough signal exists to be boosted. Install repeaters to boost the strength of the cellular signals. Repeaters are often required when installing the charging station in an underground garage or enclosed parking structure.

NDA ONLY

Wiring Diagram



NDA ONLY

The Express 250 Concrete Mounting Template 4

The default Express 250 installation requires service wiring installed underground that is pulled to a concrete pad. The ChargePoint Express 250 Concrete Mounting Template (CPE250-CMT) provides correctly-aligned mounting bolts and conduit openings to ensure the Express 250 can be easily positioned and mounted.



WARNING: Use of a ChargePoint approved mounting method, such as the CPE250-CMT, is required for safe installation of the Express 250. Failure to use an approved mounting method may result in a risk of tip-over, which can cause death, personal injury, or property damage, and will void the Limited One-Year Parts Exchange Warranty.

The CPE250-CMT, available from ChargePoint, includes:

- 16 mm (5/8 in)-11 thread, 304.8 mm (12 in) long threaded mounting bolts with plastic caps on one end (6 included)
- 16 mm (5/8 in) nuts (24 included)
- 16 mm (5/8 in) washers (24 included)
- Printed specification detailing how to position an assembled CPE250-CMT into the concrete

Note: You must order the CPE250-CMT with sufficient lead time before the site preparation. This kit is not included with the ChargePoint Express 250 charging station, and must be ordered separately in advance.

Tools and Materials

In addition to the CPE250-CMT described on the following pages, you will need:

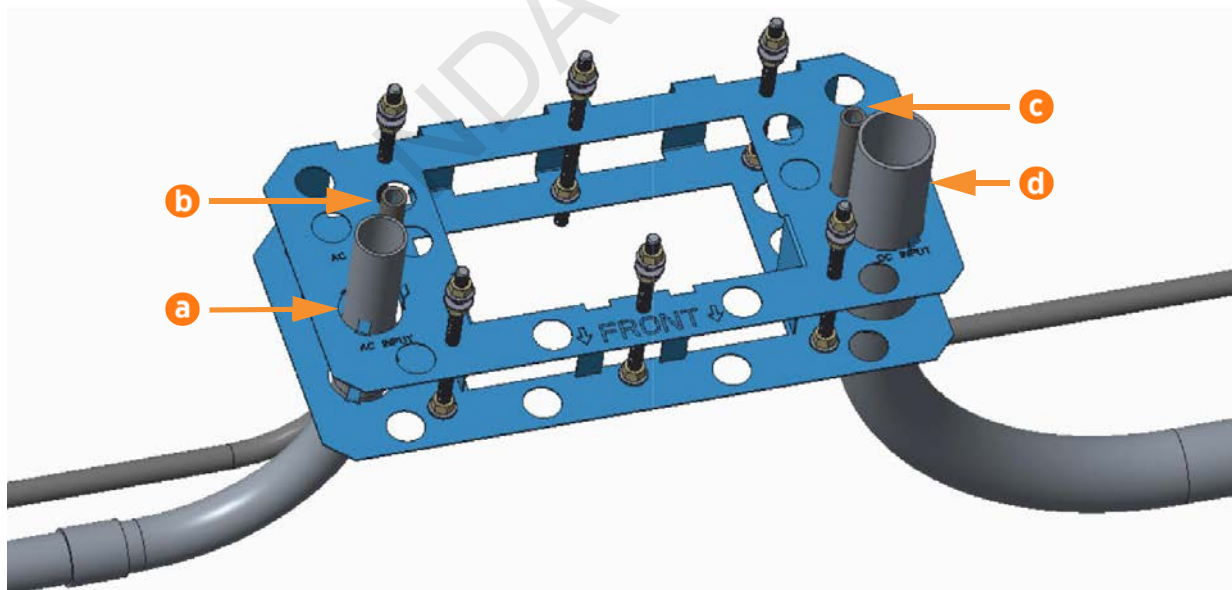
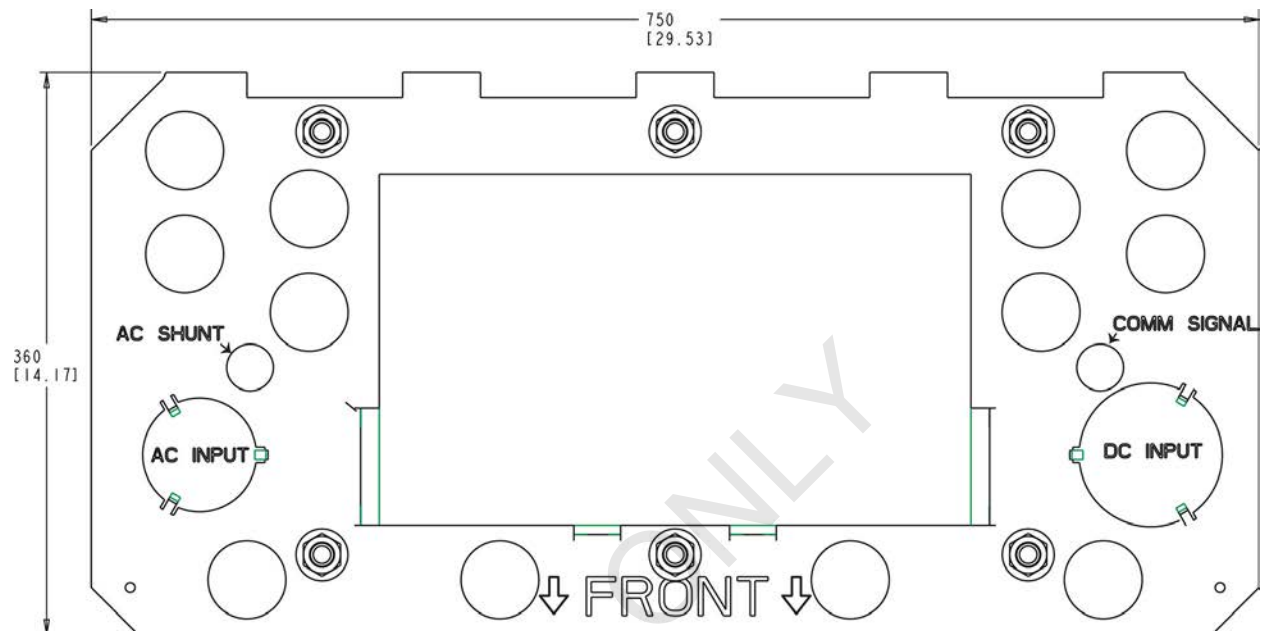
- Digging tools (shovel, spade, etc.)
- Materials to prepare the form for pouring concrete
- Concrete
- Conduit
- 24 mm (15/16 in) wrench (x2)
- Pliers to adjust the guide fingers on the conduit opening (if needed)
- Level
- Cut-resistant gloves

NDA ONLY

CPE250-CMT Overview

Before pouring concrete, you must assemble and position the mounting template. A top-down view, and an assembled template, is shown below with the conduit and wiring components described in the previous section.

Note: A separate CPE250-CMT is required for each charging station (two per paired installation).



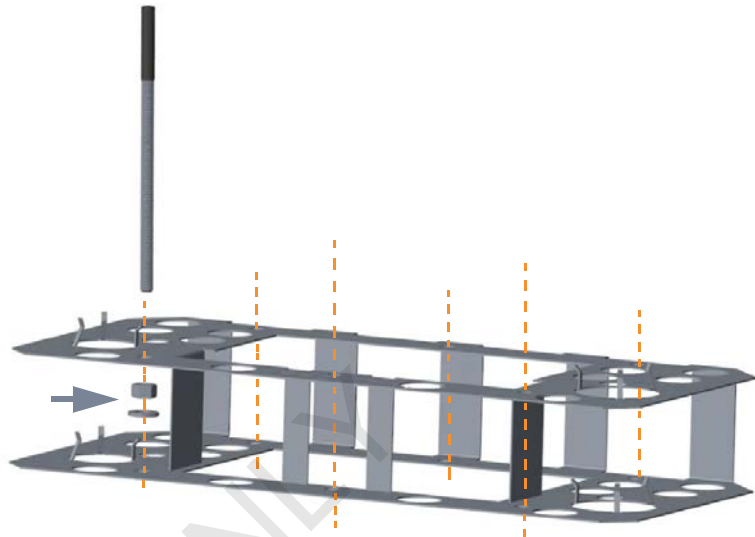
- a. AC conduit
- b. Shunt trip wiring
- c. Communications wiring
- d. DC conduit

Assemble the CPE250-CMT



CAUTION: The CPE250-CMT can have sharp edges. Be sure to wear cut-resistant gloves when handling it.

1. Holding a mounting bolt by its plastic cap, insert the bare end into a bolt hole in the top plate of the template.
2. Before inserting the bolt through the bottom plate of the template, thread a nut onto the bolt and add a washer as shown.
3. Ensure the plastic cap is pressed fully down on the bolt.

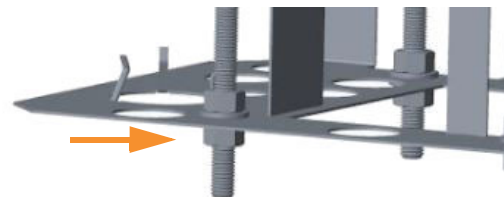


4. Holding the bottom nut and washer flush against the top surface of the bottom plate, thread the bolt onto the nut until the distance between the bottom of the plastic cap and the surface of the top plate is 50.8 mm (2 in).
5. Repeat Steps 1 to 4 for the remaining bolts.

50.8 mm (2 in)



6. Secure a second washer and nut onto the bottom of each bolt until it is flush with the bottom surface of the bottom plate. Torque each nut to 5.6 Nm (50 in-lb).



Install the CPE250-CMT



WARNING: Failure to install the ChargePoint® Charging Station in accordance with these instructions and all local building practices, climate conditions, safety standards, and all applicable codes and ordinances may lead to risk of death, injury, or property damage, and will void the Limited One-Year Parts Exchange Warranty.

1. Trench and excavate an opening to accommodate the wiring conduit and the concrete mounting pad that meets local codes and requirements, per site plans.
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 2 mm (1/16 in).

3. On the CPE250-CMT, locate the “FRONT” marking and the conduit guide fingers. The conduit guide fingers face up.
4. Place the assembled CPE250-CMT so that the “FRONT” marking aligns with the specified front of the station.
5. Slide the CPE250-CMT over the conduit stub-ups until the top surface of the template is positioned 50.8 mm (2 in) 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 CPE250-CMT down onto the conduit to avoid flexing it.
 - Make sure that the conduits are plumb.
 - Use a level to check that the CPE250-CMT is level from front to back and from side to side.



Important: Before pouring concrete, the CPE250-CMT and the conduit must be secured in place to prevent them from rising or floating out of position while the concrete is poured and curing.

6. Pour the concrete.

Note: Make sure the concrete surface between the conduits is completely level and free of any irregularities.

7. Complete the Site Readiness Form provided by ChargePoint to verify that the site is correctly completed and ready for product installation.

NDA ONLY

Examples of Express 250 Paired Wire Sizing A

The required DC wire gauge varies based on the specific site. These example scenarios can help you determine the correct wire gauge for your site.



Important: These scenarios are only examples, and are not intended to replace an assessment by a local electrician. Always follow all applicable local and national codes and requirements. A site drawing should be engineered for your specific site to reduce installation costs and ensure compliance with local codes.

DC Interconnection, Example Calculation: Newark, NJ

Assumptions:

- Breaker and equipment terminal rating minimum 75°C
- Electric Vehicle Charging Equipment rated for continuous duty per Article 625.41
- Maximum 50°C ambient rating
- Installation location: Newark, NJ, USA
- 90°C rated wire required
- Maximum station DC output/input current: 160 A
- Four conductors in conduit, only two current carrying conductors

Continuous duty derating per 625.41

$$160 \times 1.25 = 200 \text{ A}$$

From the Appendix D ASHRAE, the table summer design temperature is 91°F for Newark, NJ.

Temperature derating from 2017 NEC Table 310.15(B)(2)(a) based on 30°C the derating factor for 91°F and 90°C rated wire is 0.96. (87-95°F row).

From the 90°C column of NEC Table 310.15(B)(16), a 3/0 copper conductor has an ampacity of 225 A.

Applying the temperature derating factor, $225 \times 0.96 = 216 \text{ A}$

200 A is the minimum rated ampacity this conductor must have per the NEC to prevent potential insulation damage and provide the ability of the conductor to dissipate heat caused by the current

flow. After the temperature derating calculation, the resulting 216 A is greater than the 200 A required.

A 3/0 copper conductor has an ampacity of 200 A at 75°C, which is the ampacity column required for equipment rated 100 A or greater per NEC 110.14(C)(1)(b). If, following the derating from the 90°C column, the resultant ampacity of the 3/0, 90°C wire is equal to or greater than the ampacity rating of the same size conductor in the 75°C, the conductor is permitted.

From NEC table 310.15(B)(16) in 90°C column, after the derating, the 3/0 conductor ampacity is 216 A which is greater than the minimum required 200 A, thus the permitted copper conductor size is 3/0.

The permission to use the 90°C ampacity for ambient temperature adjustment comes from the general requirement in 110.14(C); Conductors with temperature ratings higher than specified for terminations shall be permitted to be used for ampacity adjustment, correction, or both.

AC Mains Input Wiring, Example Calculation: Phoenix, AZ

Assumptions:

- Breaker and equipment terminal rating minimum 75°C
- Continuous duty equipment
- Maximum 50°C ambient rating
- Installation location: Phoenix, AZ, USA
- 90°C rated wire required
- 480 VAC Input, 3 phase, no neutral
- Maximum station AC input rating: 80 A
- Three current carrying conductors in conduit

Continuous duty derating per 625.41

$$80 \times 1.25 = 100 \text{ A}$$

From the Appendix D ASHRAE table, the summer design temperature is 107°F for Phoenix, AZ

Temperature derating from 2017 NEC Table 310.15(B)(2)(a) based on 30°C the derating factor for 107°F and 90°C wire is 0.87 (from the 105-113°F row)

The allowable ampacity for a #3 AWG 90°C copper conductor per NEC Table 310.15(B)(16), is 115.

Applying the temperature derating factor from Table 310.15(B)(2)(a):

$$115 \times .87 = 100.05 \text{ A}$$

100 is the minimum ampacity this conductor must have per the NEC to prevent potential insulation damage and provide the ability of the conductor to dissipate heat caused by the current flow. After the derating is applied, the resulting ampacity of 100.05 A is greater than the 100 A required.

A # 3 AWG copper conductor is rated at 100 A at 75°C which is the ampacity column required for equipment rated 100 A or greater per NEC 110.14(C)(1)(b). However in this case, the equipment is

only rated 80 A. Since the equipment is listed and identified with a 75°C termination rating, then we can use NEC Section 110.14(C)(1)(a)(3). As long as after derating from the 90°C column of table 310.15(B)(16) the resultant ampacity is equal to or greater than the ampacity rating of the conductor in the 75°C column, the #3 AWG conductor is permitted.

From NEC table 310.15(B)(16) in 90°C column, after the derating, the conductor ampacity is 100.05 A which is greater than the minimum required 100 A, thus the permitted conductor size is 3 AWG.

The permission to use the 90°C ampacity for ambient temperature comes from the general requirement in 110.14(C); Conductors with temperature ratings higher than specified for terminations shall be permitted to be used for ampacity adjustment, correction, or both.

NDA ONLY

NDA ONLY

Limited Warranty Information and Disclaimer

The Limited Warranty you received with your Charging Station is subject to certain exceptions and exclusions. For example, your use of, installation 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 limited 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.

FCC Compliance Statement

This equipment has been tested and found to comply with the limits for a Class A digital device pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference when the equipment is operated in a commercial environment. This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the manufacturer's instruction manual, may cause harmful interference with radio communications. Operation of this equipment in a residential area is likely to cause harmful interference, in which case, you will be required to correct the interference at your own expense.

Important: Changes or modifications to this product not authorized by ChargePoint, Inc., could affect the EMC compliance and revoke your authority to operate this product.

Exposure to Radio Frequency Energy: The radiated power output of the 802.11 b/g/n radio and cellular modem (optional) in this device is below the FCC radio frequency exposure limits for uncontrolled equipment. The antenna of this product, used under normal conditions, is at least 20 cm away from the body of the user. This device must not be co-located or operated with any other antenna or transmitter by the manufacturer, subject to the conditions of the FCC Grant.

Industry Canada

This device complies with Industry Canada license-exempt RSS standard(s). Operation is subject to the following two conditions: (1) this device may not cause interference, and (2) this device must accept any interference, including interference that may cause undesired operation of the device.

Le présent appareil est conforme aux CNR d'Industrie Canada applicables aux appareils radio exempts de licence.

L'exploitation est autorisée aux deux conditions suivantes : (1) l'appareil ne doit pas produire de brouillage, et (2) l'utilisateur de l'appareil doit accepter tout brouillage radioélectrique subi, même si le brouillage est susceptible d'en compromettre le fonctionnement.

FCC/IC Compliance Labels

Visit chargepoint.com/labels/

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chargepoint.com/support

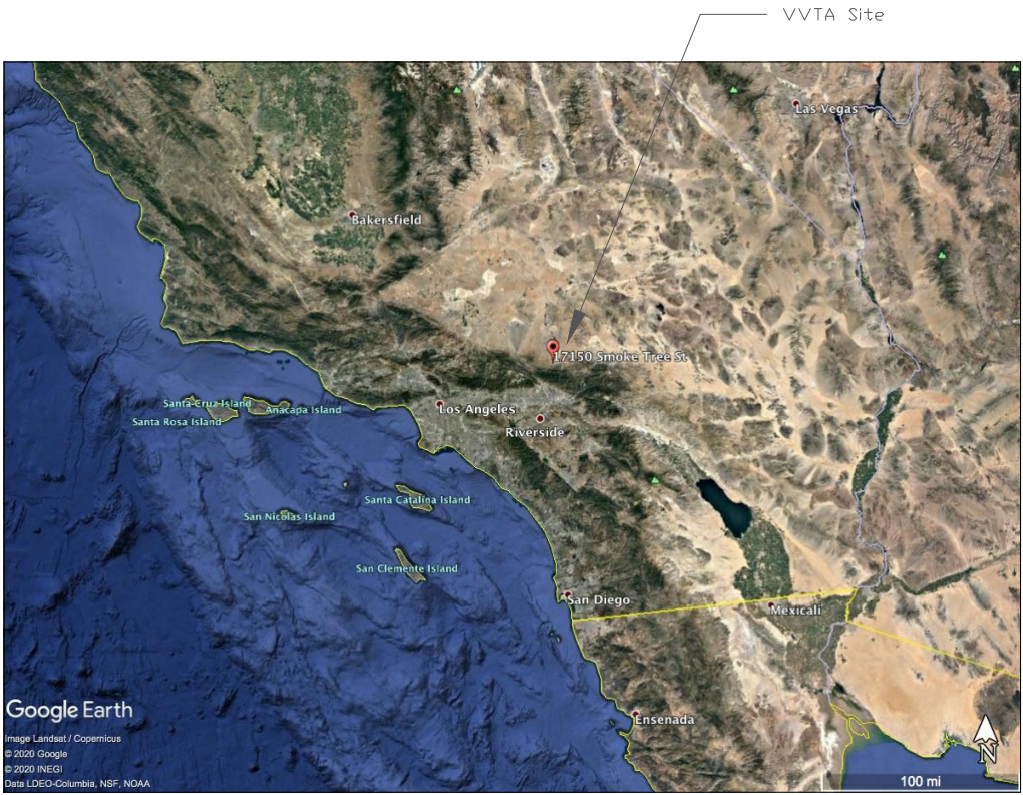
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EXHIBIT 2

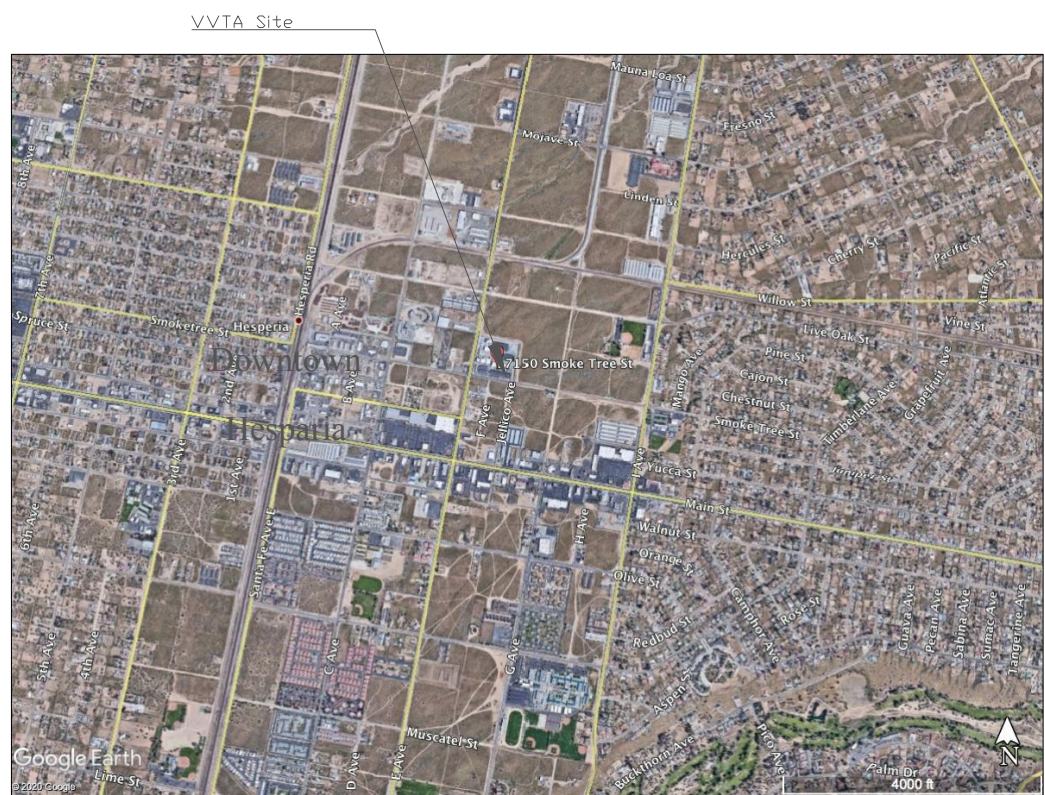
VICTOR VALLEY TRANSIT AUTHORITY BATTERY ELECTRIC BUS CHARGING SOLUTION ADDITION (QTY 1) AND PAIRING (QTY 8) DC CHARGERS 1750 Smoke Tree St, Hesperia, Ca. 92345

LIST OF DRAWINGS (REVISION 1)

SHEET	SHEET NO.	TITLE
1 OF 5	VVTA -G-0001	TITLE PAGE
2 OF 5	VVTA- E-5001	SITE PLAN
3 OF 5	VVTA -E-5002	EQUIP LAYOUT
4 OF 5	VVTA -E-5003	ELEVATIONS
5 OF 5	VVTA -E-5004	SINGLE LINE DIAGRAM



AREA MAP
(NOT TO SCALE) N ↑

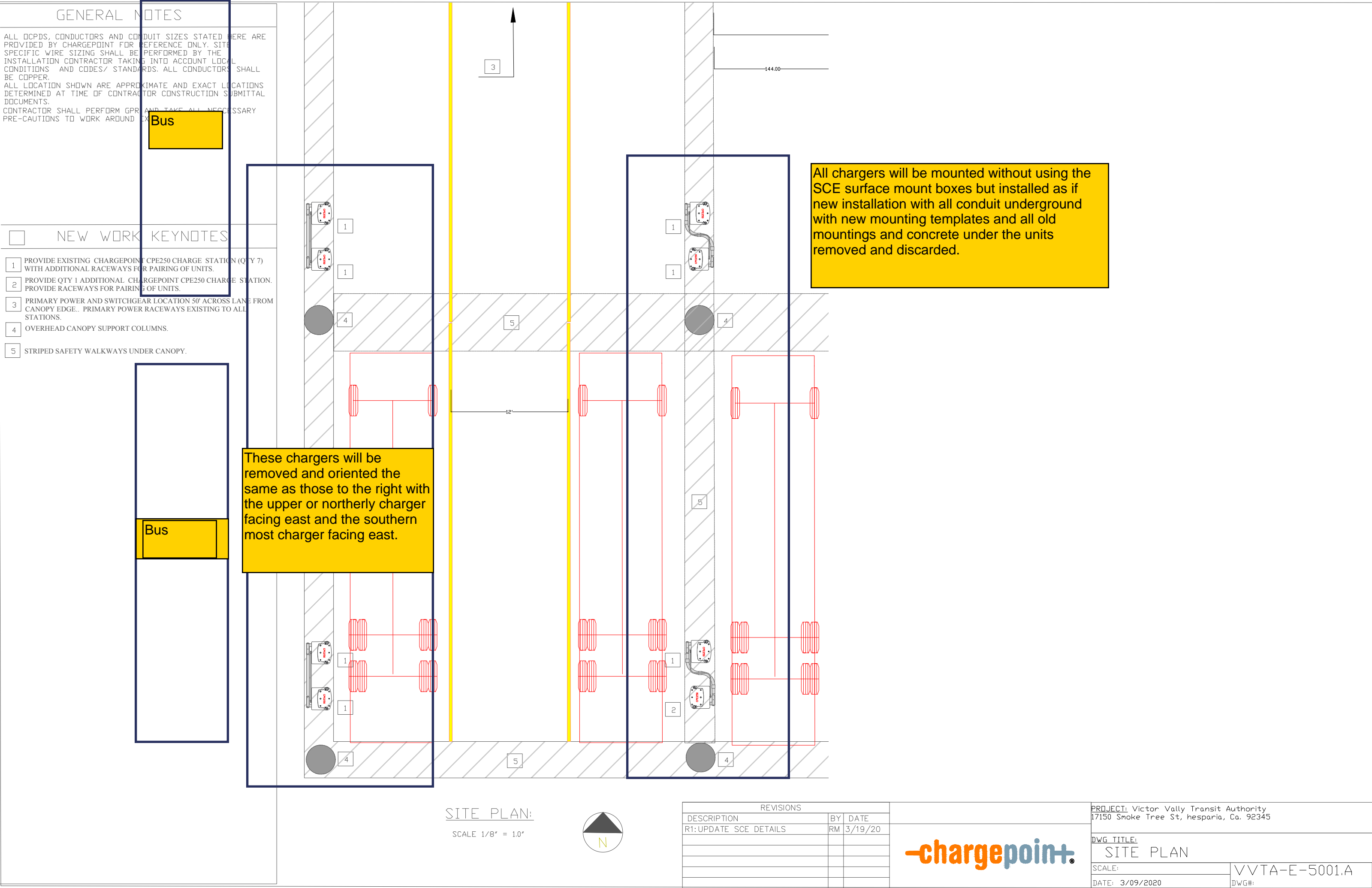


VICINITY MAP
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SITE MAP
(NOT TO SCALE) N ↑

REVISIONS				PROJECT: Victor Vally Transit Authority 17150 Smoke Tree St, hesparia, Ca. 92345	
DESCRIPTION	BY	DATE		DWG TITLE: TITLE PAGE	
R1: UPDATE SCE DETAILS	RM	3/19/20		SCALE:	VVTA-G-5001.A
				DATE: 3/09/2020	DWG#:



GENERAL NOTES

ALL DCPDS, CONDUCTORS AND CONDUIT SIZES STATED HERE ARE PROVIDED BY CHARGEPOINT FOR REFERENCE ONLY. SITE SPECIFIC WIRE SIZING SHALL BE PERFORMED BY THE INSTALLATION CONTRACTOR TAKING INTO ACCOUNT LOCAL CONDITIONS AND CODES/ STANDARDS. ALL CONDUCTORS SHALL BE COPPER.

ALL LOCATION SHOWN ARE APPROXIMATE AND EXACT LOCATIONS DETERMINED AT TIME OF CONTRACTOR CONSTRUCTION SUBMITTAL DOCUMENTS.

CONTRACTOR SHALL PERFORM GPR AND TAKE ALL NECESSARY PRE-CAUTIONS TO WORK AROUND EXISTING UTILITIES.

- NEW WORK KEYNOTES
- 1 PROVIDE EXISTING CHARGEPOINT CPE250 CHARGE STATION (QTY 7) WITH ADDITIONAL RACEWAYS FOR PAIRING OF UNITS.
 - 2 PROVIDE QTY 1 ADDITIONAL CHARGEPOINT CPE250 CHARGE STATION. PROVIDE RACEWAYS FOR PAIRING OF UNITS.
 - 3 PRIMARY POWER AND SWITCHGEAR LOCATION 50' ACROSS LANE FROM CANOPY EDGE.. PRIMARY POWER RACEWAYS EXISTING TO ALL STATIONS.
 - 4 OVERHEAD CANOPY SUPPORT COLUMNS.
 - 5 STRIPED SAFETY WALKWAYS UNDER CANOPY.

All chargers will be mounted without using the SCE surface mount boxes but installed as if new installation with all conduit underground with new mounting templates and all old mountings and concrete under the units removed and discarded.

These chargers will be removed and oriented the same as those to the right with the upper or northerly charger facing east and the southern most charger facing east.

SITE PLAN:

SCALE 1/8" = 1.0'

REVISIONS		
DESCRIPTION	BY	DATE
R1:UPDATE SCE DETAILS	RM	3/19/20

		PROJECT: Victor Vally Transit Authority 17150 Smoke Tree St, hesperia, Ca. 92345	
		DWG TITLE: SITE PLAN	
		SCALE:	VVTA-E-5001.A
		DATE: 3/09/2020	DWG#:

GENERAL NOTES

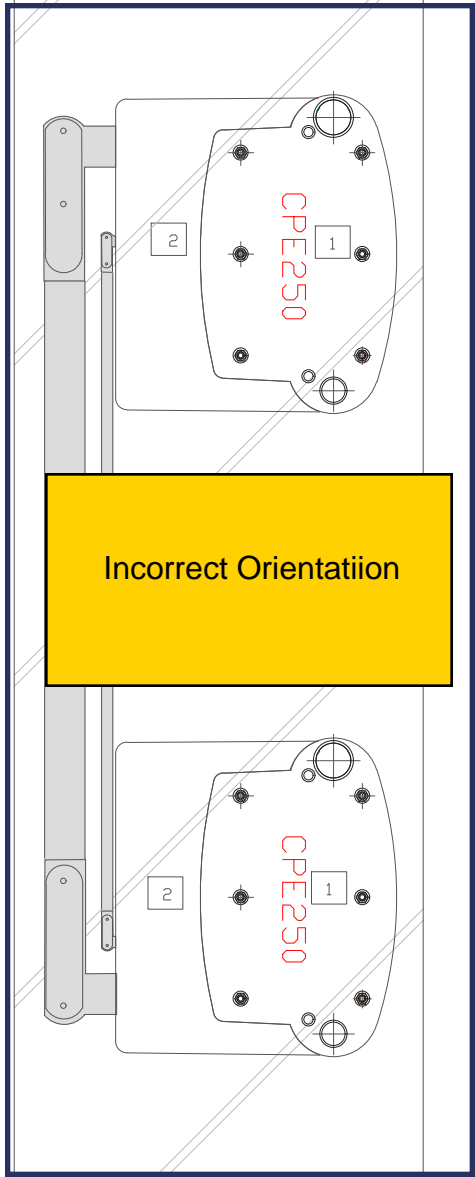
ALL OCPDS, CONDUCTORS AND CONDUIT SIZES STATED HERE ARE PROVIDED BY CHARGEPOINT FOR REFERENCE ONLY. SITE SPECIFIC WIRE SIZING SHALL BE PERFORMED BY THE INSTALLATION CONTRACTOR TAKING INTO ACCOUNT LOCAL CONDITIONS AND CODES/ STANDARDS. ALL CONDUCTORS SHALL BE COPPER.

ALL LOCATION SHOWN ARE APPROXIMATE AND EXACT LOCATIONS DETERMINED AT TIME OF CONTRACTOR CONSTRUCTION SUBMITTAL DOCUMENTS.

CONTRACTOR SHALL PERFORM GPR AND TAKE ALL NECESSARY PRE-CAUTIONS TO WORK AROUND EXISTING UTILITIES.

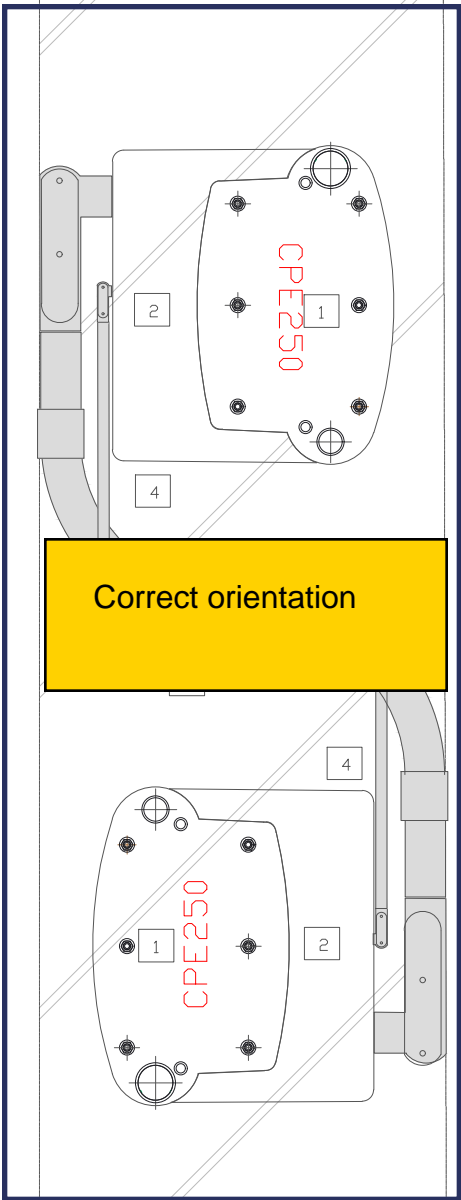
☐ NEW WORK KEYNOTES

- 1 CPE250 62.5KW CHARGER
- 2 PROVIDE CHARGEPOINT SIDE CONDUIT ENTRY (SCE) SKIRT (QTY 8).
- 3 OVERHEAD CANOPY SUPPORT COLUMNS
- 4 PROVIDE 3"RGS SURFACE MOUNTED CONDUIT WITH QTY 4 #3/0AWG 1000V RATED THHN/ THWN CONDUCTORS AND 3" RGS COMMUNICATION CONDUIT WITH 8-WIRE CAT6 COMMUNICATION CABLE BETWEEN PAIRED CPE250 CHARGER (RJ45 CONNECTOR AT EACH END). INSTALL PAIRING KITS FOR EACH STATION FOR TERMINATION OF LINKING DC CONDUITS.
- 5 MAKE NOTE TO CHECK CLEARANCE OF SURFACE MOUNTED RACEWAYS AND THE NECESSARY CLEARANCE TO MOUNT THE CHARGER SIDE EXTRUSIONS. EXTRUSION INSTALLATION REQUIRES ABOUT 12" OF ANGLE/ PITCH FROM BASE OF CHARGER.



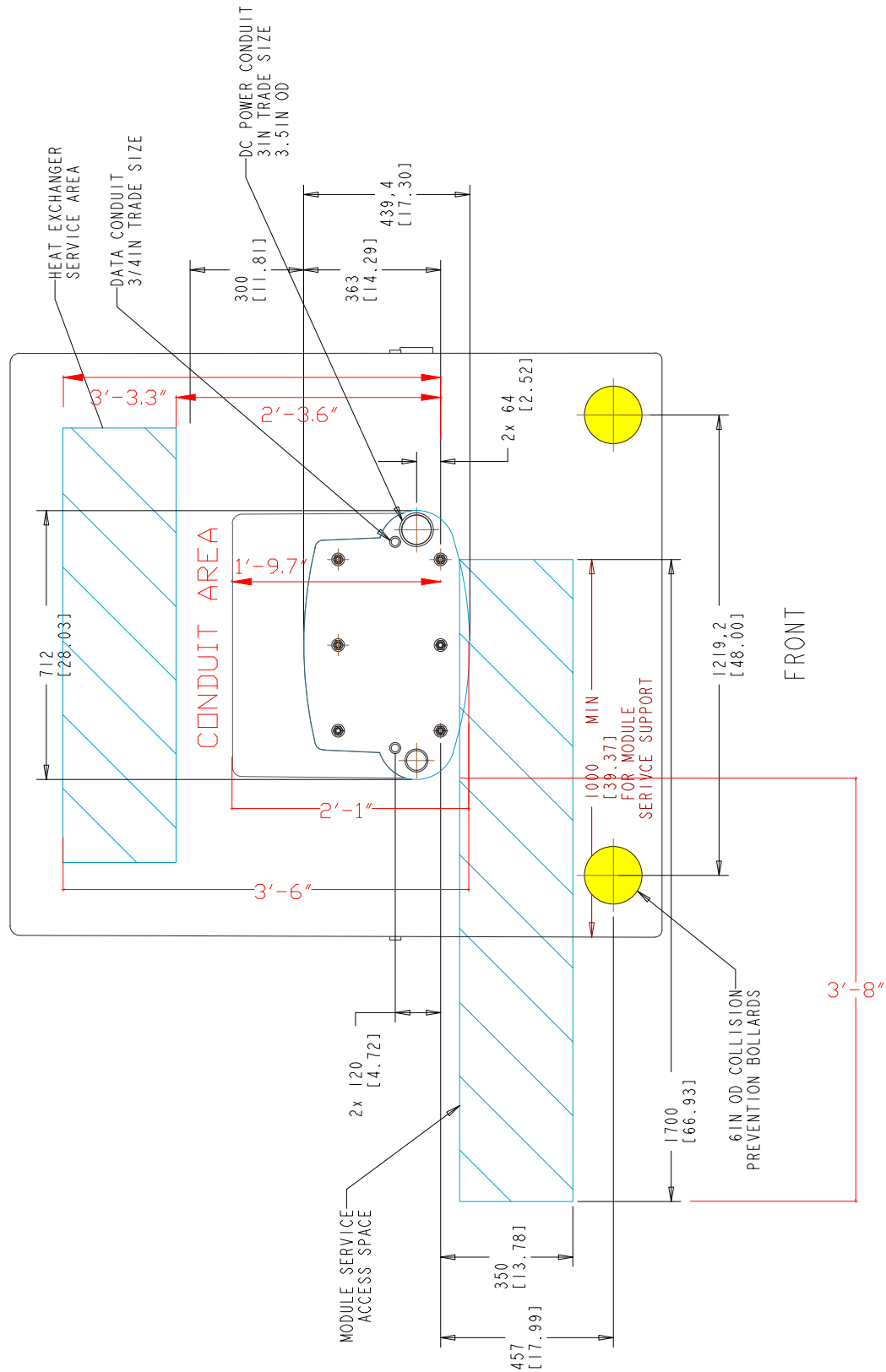
COMMON FACING PLAN VIEW

SCALE 3/4" = 1.0'



REVERSE FACING PLAN VIEW

SCALE 3/4" = 1.0"



BASE CLEARANCES:

SCALE $3/4" = 1.0"$

REVISIONS		
DESCRIPTION	BY	DATE
R1: UPDATE SCE DETAILS	RM	3/19/20



PROJECT: Victor Vally Transit Authority
17150 Smoke Tree St, hesparia, Ca. 92345

DWG TITLE:

EQUIPMENT LAYOUT

SCALE:

VVTA-E-5002.A

DATE: 3/09/2020

DWG#

GENERAL NOTES

ALL OCPDS, CONDUCTORS AND CONDUIT SIZES STATED HERE ARE PROVIDED BY CHARGEPOINT FOR REFERENCE ONLY. SITE SPECIFIC WIRE SIZING SHALL BE PERFORMED BY THE INSTALLATION CONTRACTOR TAKING INTO ACCOUNT LOCAL CONDITIONS AND CODES/ STANDARDS. ALL CONDUCTORS SHALL BE COPPER.

ALL LOCATION SHOWN ARE APPROXIMATE AND EXACT LOCATIONS DETERMINED AT TIME OF CONTRACTOR CONSTRUCTION SUBMITTAL DOCUMENTS.

CONTRACTOR SHALL PERFORM GPR AND TAKE ALL NECESSARY PRE-CAUTIONS TO WORK AROUND EXISTING UTILITIES.

CHARGEPOINT WILL PROVIDE POWER BLOCKS, DC DICTRIBUTION PNALES AND STATIONS (DISPENSERS) TO AWARDED CONTRACTOR WHO IS REPSONSIBLE FOR ALL CONDUCTORS, CONDUIT, HANDHOLES/ UTILIY PRE-CAST STRUCTURES, SWITCHGEAR AND LABOR FOR A COMPLETE AND USABLE SYSTEM. CONTRACTOR LIMITS OF WORK IS SHOWN.

- NEW WORK KEYNOTES
- 1

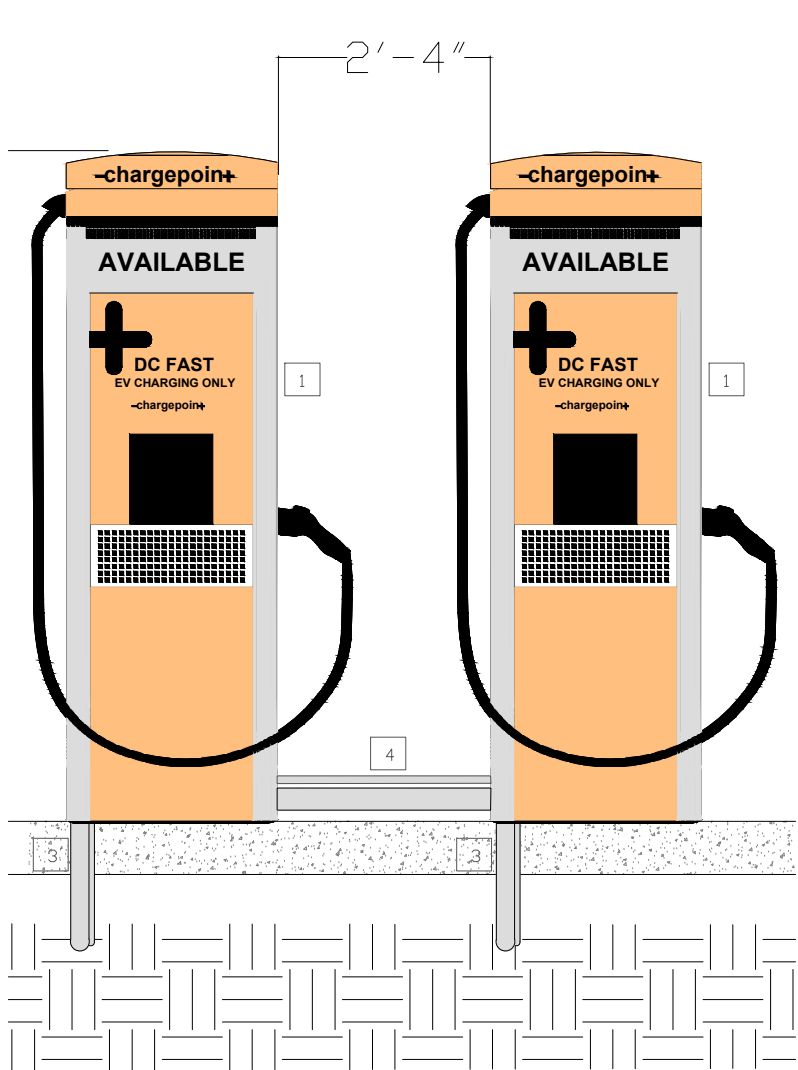
CPE250 62.5KW CHARGER
- 2

PROVIDE CHARGEPOINT SIDE CONDUIT ENTRY (SCE) SKIRT (QTY 8).
- 3

EXISTING 2" 480VAC PRIMARY POWER CONDUIT TO EACH CHARGER.
- 4

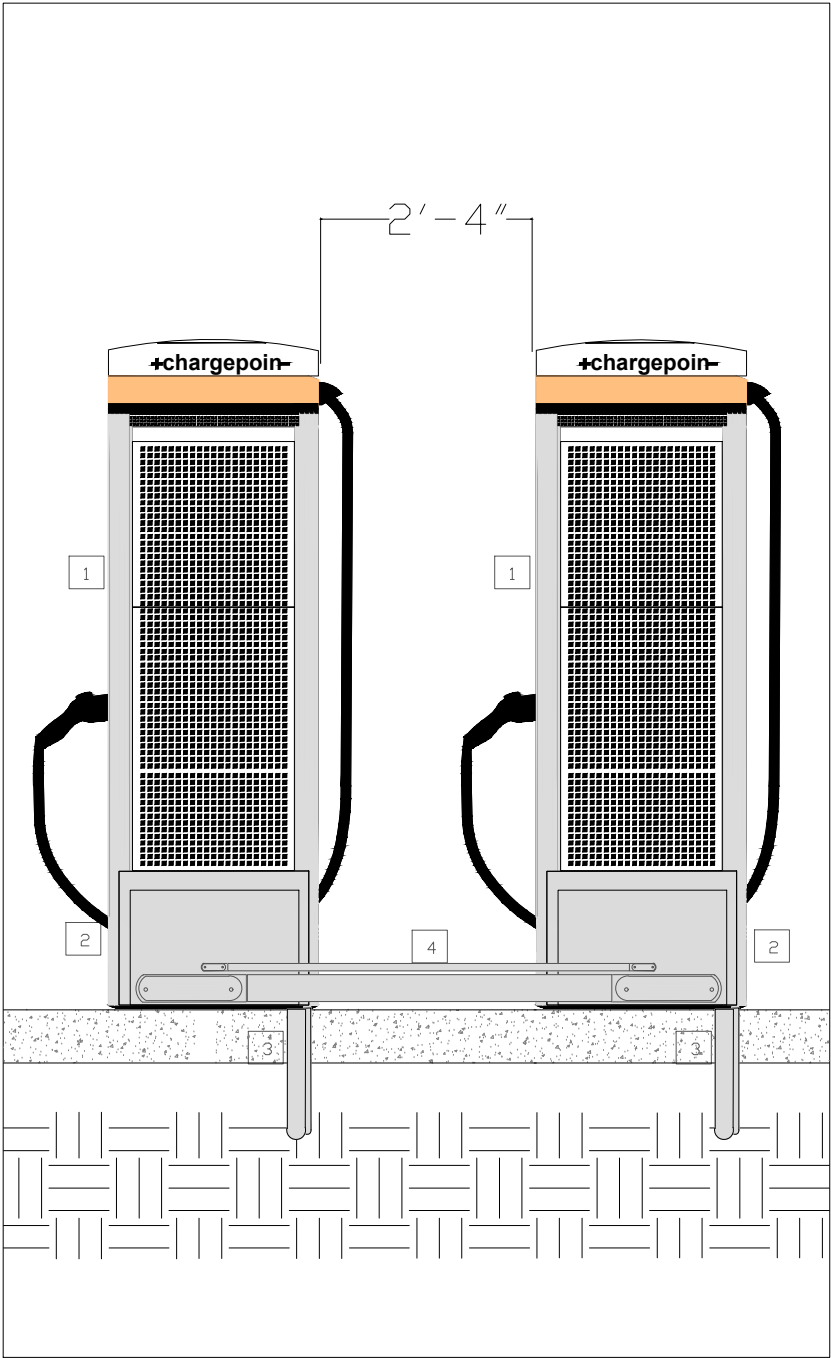
PROVIDE 3"RGS SURFACE MOUNTED CONDUIT WITH QTY 4 #3/0AWG 1000V RATED THHN/ THWN CONDUCTORS AND3" RGS COMMUNICATION CONDUIT WITH 8-WIRE CAT6 COMMUNICATION CABLE BETWEEN PAIRED CPE250 CHARGER (RJ45 CONNECTOR AT EACH END). INSTALL PAIRING KITS FOR EACH STATION FOR TERMINATION OF LINKING DC CONDUITS.
- 5

MAKE NOTE TO CHECK CLEARANCE OF SURFACE MOUNTED RACEWAYS AND THE NECESSARY CLEARANCE TO MOUNT THE CHARGER SIDE EXTRUSIONS. EXTRUSION INSTALLATION REQUIRES ABOUT 12" OF ANGLE/ PITCH FROM BASE OF CHARGER.



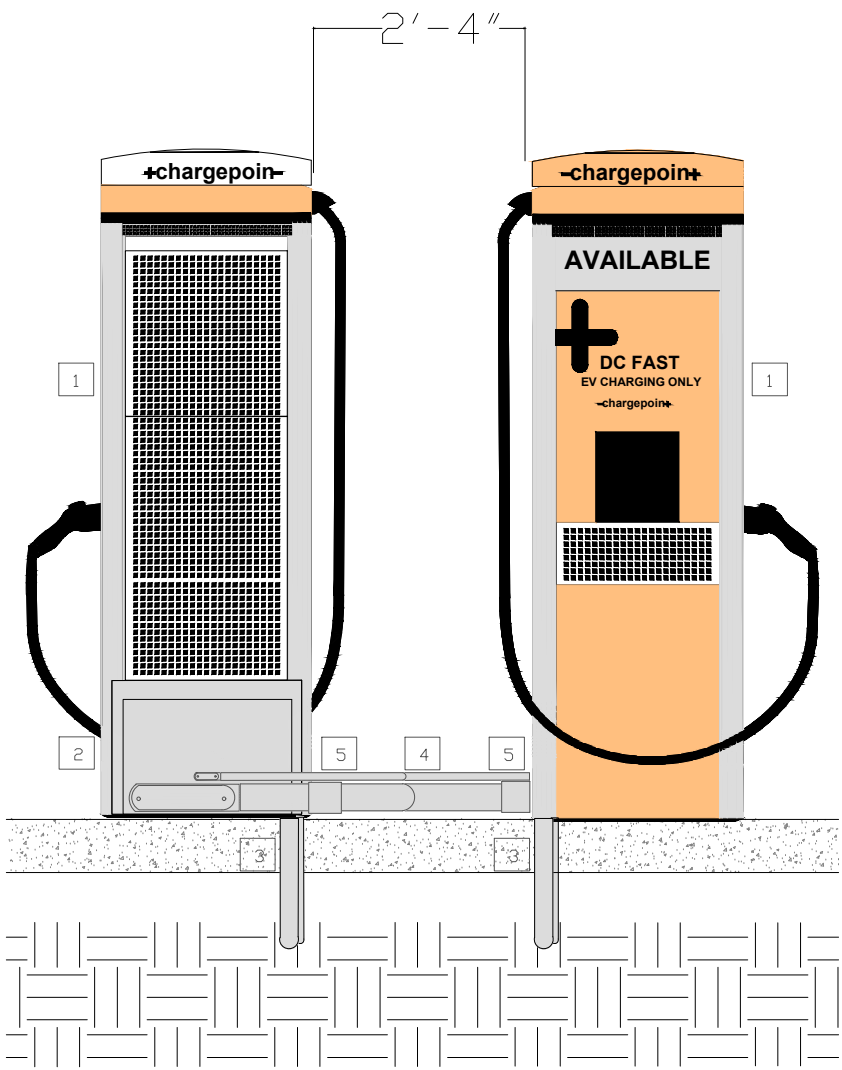
COMMON FACING STATION FRONT :

SCALE 1/8" = 1.0"



COMMON FACING STATION BACK:

SCALE 1/8" = 1.0"



REVERSE FACING STATION :

SCALE 1/8" = 1.0"

REVISIONS		
DESCRIPTION	BY	DATE
R1:UPDATE SCE DETAILS	RM	3/19/20



PROJECT: Victor Vally Transit Authority 17150 Smoke Tree St, hesparia, Ca. 92345	
DWG TITLE: ELEVATIONS STATION	
SCALE:	VVTA-E-5003.A
DATE: 3/09/2020	DWG#:

GENERAL NOTES

ALL OCPDS, CONDUCTORS AND CONDUIT SIZES STATED HERE ARE PROVIDED BY CHARGEPOINT FOR REFERENCE ONLY. SITE SPECIFIC WIRE SIZING SHALL BE PERFORMED BY THE INSTALLATION CONTRACTOR TAKING INTO ACCOUNT LOCAL CONDITIONS AND CODES/ STANDARDS. ALL CONDUCTORS SHALL BE COPPER.

ALL LOCATION SHOWN ARE APPROXIMATE AND EXACT LOCATIONS DETERMINED AT TIME OF CONTRACTOR CONSTRUCTION SUBMITTAL DOCUMENTS.

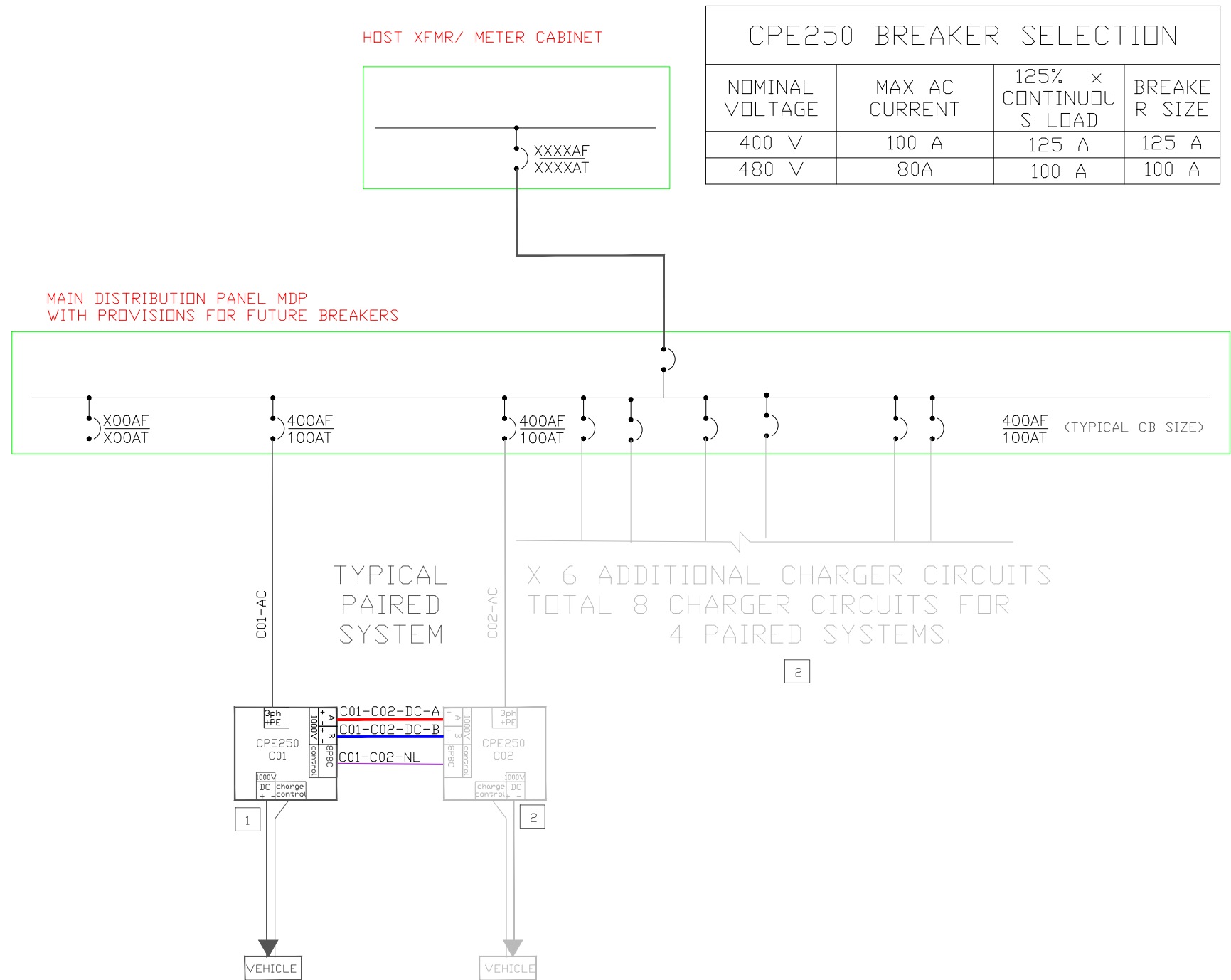
CONTRACTOR SHALL PERFORM GPR AND TAKE ALL NECESSARY PRE-CAUTIONS TO WORK AROUND EXISTING UTILITIES.

☐ NEW WORK KEYNOTES

- | | |
|---|----------------------------------|
| 1 | ADDITIONAL CPE 250 CHARGER. |
| 2 | EXISTING QTY (7) CPE250 CHARGERS |

[illegible]

CPE250 CONDUIT SCHEDULE								
CONDUIT REF	DUTY	FROM	TO	CABLE REF	# OF WIRES	WIRE SIZE *	INSUL TYPE	CONDUIT SIZE (INCH)
CO1	AC PRI POWER CABLES	MDP	CO1	C01-AC	3	#3 AWG *	THHN/THWN-2	2"
	GROUND	MDP	CO1	C01-PE	1	#8AWG	BARE	
CO2	AC PRI POWER CABLES	MDP	CO2	C02-AC	3	#3AWG	THHN/THWN-2	2"
	GROUND	MDP	CO2	C02-PE	1	#8AWG	BARE	
C01/C02	DC PAIRED POWER CABLES	CO1	CO2	C01-C02-DC-A	#3/O AWG	2	THHN/THWN-2	3"
	DC PAIRED POWER CABLES	CO1	CO2	C01-C02-DC-B	#3/O AWG	2	THHN/THWN-2	
	PAIRED NETWORK CABLE	CO1	CO2	C01-C02-NL	CAT 6 FTP	CAT 6 FTP		3/4"



REVISIONS				PROJECT: Victor Vally Transit Authority 17150 Smoke Tree St, hesparia, Ca. 92345	
DESCRIPTION	BY	DATE		DWG TITLE: SINGLE LINE DIAGRAM SCALE: VVTA-E-5004.A DATE: 3/09/2020 DWG#:	
R1: UPDATE SCE DETAILS	RM	3/19/20			

EXHIBIT 3





HAZARDS AND EMERGENCY DIAL 911
SCE OUTAGE: 1-800-611-1911

CUSTOMER ACCOUNT NO.
2-41-848-4142

NBS CHARGER SERVICE
ACCOUNT NO.
3-050-9933-79

VICTOR VALLEY TRAMWAY



MAIN
SERVICE
DISCONNECT

WARNING
Before disconnecting
any circuit, make sure
the power is off.
If you are not sure, call
SCE at 1-800-611-1911.

DANGER
If you are not sure
of the power status,
call SCE at 1-800-611-1911.
If you are not sure,
call SCE at 1-800-611-1911.

DISCONNECT 1		DISCONNECT 2
DISCONNECT 3		DISCONNECT 4
DISCONNECT 5		DISCONNECT 6
DISCONNECT 7		



7-25-19
R.D. &
VCCW



DANGER
Hazardous Voltage
Fumes or Gases
Toxic or Corrosive
Substances
Explosive Atmosphere
Electrical Shock

DANGER
Hazardous Voltage
Fumes or Gases
Toxic or Corrosive
Substances
Explosive Atmosphere
Electrical Shock

HAZARDOUS AND EMERGENCY
SCS OUTAGE: 1-800-
CUSTOMER ACCOUNT
2-41-848-41
BUS CHARGER SE
ACCOUNT NO
3-550-8933-7
VICTOR VALLEY TRANSIT



7/20/24
RUB
VCCW



CAUTION: HIGH VOLTAGE
DANGER: DEADLY VOLTAGE
DO NOT TOUCH
UNLESS YOU ARE A QUALIFIED
ELECTRICIAN

DANGER
LIVE ELECTRICAL
EQUIPMENT
DO NOT TOUCH

SAFETY INFORMATION
FOR THE USER
READ THE INSTRUCTIONS
BEFORE USING THE EQUIPMENT
AND ALWAYS FOLLOW THE
SAFETY RULES

SAFETY INFORMATION
FOR THE USER
READ THE INSTRUCTIONS
BEFORE USING THE EQUIPMENT
AND ALWAYS FOLLOW THE
SAFETY RULES

HAZARDS AND EMERGENCY DIAL 911
SEE OUTAGE: 1-800-611-1911

CUSTOMER ACCOUNT NO.
2-43-848-4142

OUR CHARGER SERVICE
ACCOUNT NO.
3-800-8832-79

VICTOR WILLY THOMPSON



MAIN

ENTER

DISCONNECT

SAFETY INFORMATION
FOR THE USER
READ THE INSTRUCTIONS
BEFORE USING THE EQUIPMENT
AND ALWAYS FOLLOW THE
SAFETY RULES

DANGER
LIVE ELECTRICAL
EQUIPMENT
DO NOT TOUCH

SAFETY INFORMATION
FOR THE USER
READ THE INSTRUCTIONS
BEFORE USING THE EQUIPMENT
AND ALWAYS FOLLOW THE
SAFETY RULES



DISCONNECT 1

DISCONNECT 2

DISCONNECT 3

DISCONNECT 4

DISCONNECT 5

DISCONNECT 6

DISCONNECT 7



EXHIBIT 4

EXHIBIT 5











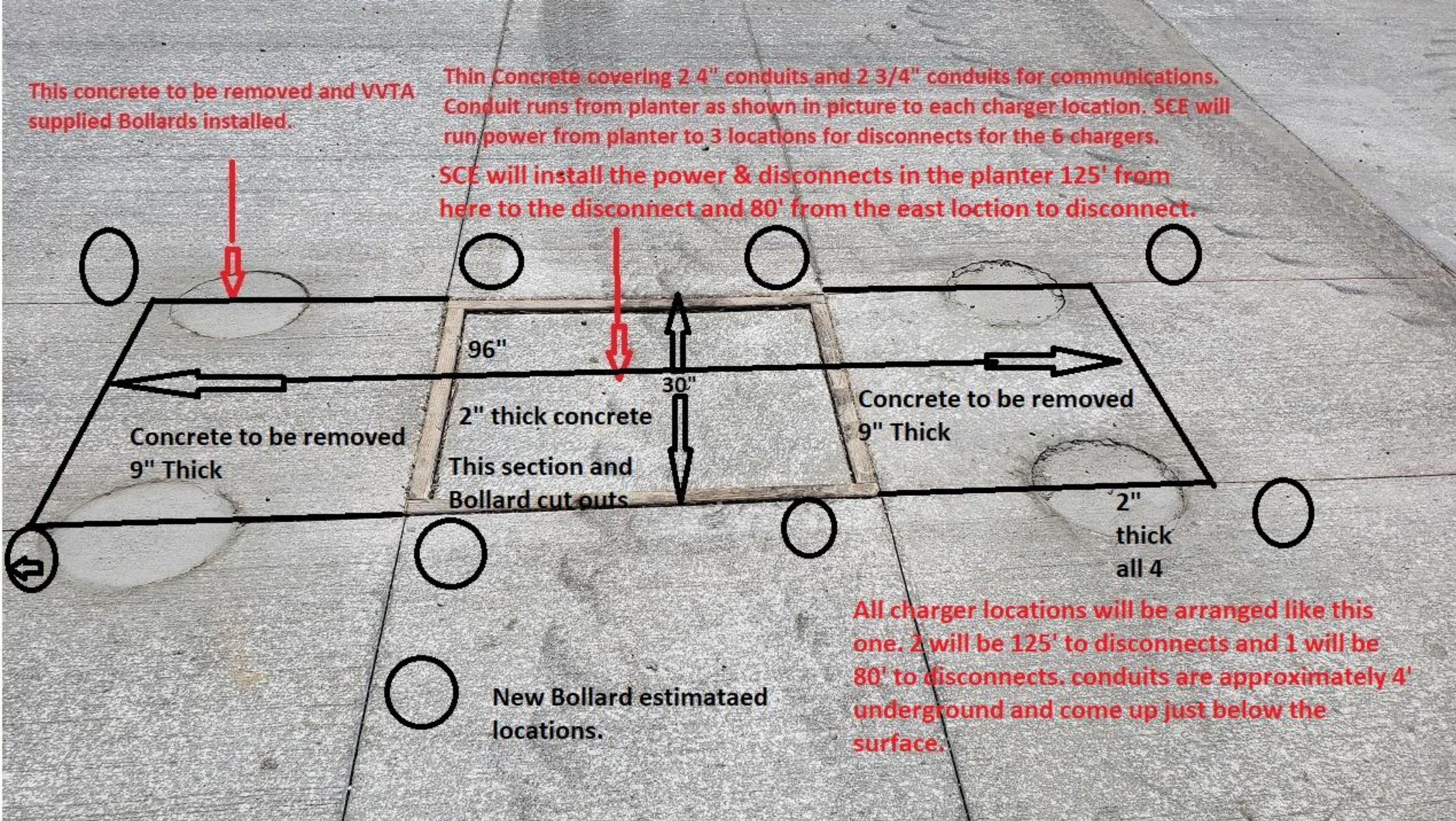












This was originally set up for a power block 155kw charger and this was going to be the mounting location for the DC dispenser. The power blocks are still in the developeopment stage and not ready for commercial use yet. We are going to have the ChargePoint CP-250 chargers installed in this location. This location will have to be modified for the installation of the CP-250's but the conduit is already in the ground and goes over to where SCE will bring the power to the facility and install the transformer, switch gear, and power disconnects. Installing the chargers in this location will still save on concrete demolition, trenching, installing conduit, and pouring new concrete. Conduit under the 30'X36" 2" slab will need to be connected to the short runs of conduit to the underside of the mounting template plate for the chargers.