

**Purchase Order Number 11829**

**ADAMS COUNTY PURCHASE ORDER**

Page 1 of 1  
 Order Date: 08/12/14  
 Requested Date: 08/12/14  
 Cost Center: 3098

This Number Must Appear on all Invoices, Packing Lists, and Packages

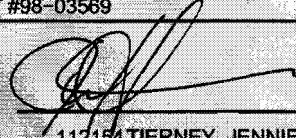
Vendor Address	Vendor and Shipping Information	Ship To Information
ALLIANCE ELECTRIC SOLUTIONS LLC 13804 FILLMORE ST THORNTON CO 80602  VENDOR NUMBER: 354593	Phone: FAX: e-mail: Delivery: FOB DESTINATION	ADAMS COUNTY FINANCE DEPARTMENT 4430 SOUTH ADAMS COUNTY PARKWAY 4TH FLOOR, SUITE C4000A BRIGHTON CO 80601

Ln	R	Description / Supplier Item	QTY	UOM	Unit Price	Extended Price	Account Number	Req. No.
1	1	SUPPLY/INSTALL EVSE  PER ALL TERMS, CONDITIONS AND SPECIAL INSTRUCTIONS IN RFP 2014.127 AND ATTACHED AGREEMENT		EA	0.0000	31,167.00	3098.9110 W 30980801	00005193

Original

<b>Term</b> Net 30 Days	<b>Tax Rate</b> *NA*	<b>Sales Tax</b> 0.00	<b>Total Order</b> 31,167.00
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ACCEPTANCE OF THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ABOVE AND ON THE REVERSE SIDE OF THIS DOCUMENT  
 COLORADO TAX EXEMPT #98-03569

Invoice to: Adams County A/P 4430 S. Adams County Pkwy. Suite C4000A Brighton, CO 80601-8212 720-523-6050	Inquiries to: Adams County Purchasing Department 4430 S. Adams County Parkway, Suite C4000A Brighton, CO 80601-8212 720-523-6050	 112154 TIERNEY, JENNIFER D <b>ADAMS COUNTY AUTHORIZED SIGNATURE</b>
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## ADAMS COUNTY PURCHASE ORDER TERMS AND CONDITIONS

**Quality:** Vendor warrants that the goods delivered hereunder will conform to the description stated in this Order and that the goods will be merchantable, of good workmanship and materials, and free from defects. These warranties shall survive inspection, testing and/or acceptance of the goods. At County's option, and without prejudice to any other rights County may have, Vendor shall remedy any defective goods or reimburse County for its costs for remedying or replacing defective goods.

**Packing Charges:** No charges will be allowed for transportation, boxing, crating or other packaging unless set forth in writing in this Order.

**Terms of Payment:** Payment in full by County shall be made within thirty (30) days after receipt of invoice from Vendor.

**Tax Exempt:** County is a tax-exempt government entity, a body politic and corporate. No sales, use or excise taxes shall be included in or added to the prices of materials or goods on this Order. County's tax exempt number is 98-03569.

**Appropriation Clause:** The payment of County's obligation hereunder in fiscal years subsequent to the current year are contingent upon funds for this Order being appropriated and budgeted. If funds for this Order are not appropriated and budgeted in the year subsequent to the fiscal year of issuance of this Order, the County may terminate this Order. County's fiscal year is the calendar year. Termination under this provision shall not result in any penalty being imposed against County.

**Cancellation for Cause:** This Order is to be acknowledged properly, and the date of shipment shall be stated definitely in the acknowledgment by Vendor. In the event of Vendor's failure to deliver as and when specified, County reserves the right to cancel this Order, or any part thereof, without affect to its other rights, and Vendor agrees that County may return part or all of any shipment so made and may charge Vendor with any loss or expense sustained as a result of such failure to deliver.

**Risk of Loss:** If the risk of loss passes at the shipping point, and if Vendor fails to pack the goods in an appropriate manner or to ship them in the manner or route directed by County, Vendor shall reimburse County for any loss resulting from that failure.

**Compliance:** Vendor represents and warrants that it is in compliance with all applicable laws, rules and regulations that affect this Order.

**Patents and Copyrights:** Vendor shall indemnify, hold harmless, and defend County, its directors, officers, agents and employees for, from and against any suit, claim or demand alleging infringement of any patent or copyright or misappropriation of any confidential information or trade secret in the United States, in the country of source or country of destination, based on the manufacture, assembly, sale, lease or use of goods, machinery, equipment, apparatus, materials or processes supplied hereunder.

**Indemnification:** Vendor shall fully protect, indemnify, hold harmless and defend County, its directors, officers, agents and employees for, from and against any and all loss, cost, damage, injury, liability, claims, liens, demands, taxes, penalties, interest or causes of action of every nature whatsoever, including but not limited to those of Vendor's subcontractors, which in any manner arise out of, are incident to, or are in connection with Vendor's performance under this Order.

**Jurisdiction and Venue:** The laws of the State of Colorado shall govern the interpretation, validity and effect of this Order. Jurisdiction and venue for any disputes arising under this Order shall be with the District Court of Adams County, Colorado.

**Assignment:** This Order shall not be assigned in whole or in part without the prior written approval of County.

**No Waiver of Rights:** No actions or lack of action by County shall be deemed a waiver of any of the provisions, terms or conditions set forth herein. Any waiver by County must be in writing.

**Entire Agreement:** This Order, properly signed, constitutes the entire agreement between County and Vendor. Any alterations, changes, variations, or additional terms by Vendor are rejected unless expressly assented to in writing by County. Acceptance is expressly limited to the terms of this Order; any additional or different terms are of no force and effect and notification of objection to such additional terms is hereby given.

## Jen Tierney

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**From:** Ben Dahlman  
**Sent:** Tuesday, August 12, 2014 8:09 AM  
**To:** Jen Tierney; Scott Lewandowski  
**Subject:** RE: cost centers for EV station

I like the entire cost to go to the following cost center and code:  
3098.9110 30980801 W for \$31,167  
Let me know if you have any questions or concerns. Ben

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**From:** Jen Tierney  
**Sent:** Tuesday, August 12, 2014 6:30 AM  
**To:** Ben Dahlman; Scott Lewandowski  
**Subject:** RE: cost centers for EV station

Ben,

It sounds like you don't want to split the expense (not only are the cost centers different the funds are different which means I have to issue two PO's making even more difficult to track) , so if tracking is the case please let me know where to charge it to? The total is \$31,167.00

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**From:** Ben Dahlman  
**Sent:** Monday, August 11, 2014 4:08 PM  
**To:** Scott Lewandowski; Jen Tierney  
**Subject:** RE: cost centers for EV station

Jen and Scott,

Just to be more clear. The EV Station should be coded as follows:

3098.9110 30980801 W for \$31,167

We should keep the cost in the same cost center as much as possible for the ease of tracking the asset. Ben

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**From:** Scott Lewandowski  
**Sent:** Monday, August 11, 2014 3:29 PM  
**To:** Ben Dahlman; Jen Tierney  
**Subject:** cost centers for EV station

Ben and Jen, Just so that we are on the same page, the \$31,167 for the EV station is coming from two cost centers..... 20,000 will be coming from 9250.7605 and the remainder of \$11,167 will come out of the government center building fund also known as 3098.0801. Is there more sub ledger information that I need for the building fund?

Please let me know, Thanks!

**Scott Lewandowski**  
Management Analyst I  
[slewandowski@adcogov.org](mailto:slewandowski@adcogov.org)  
720-523-6277

## PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 6<sup>th</sup> day of August 2014, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Alliance Electric Solutions, located at 13804 Fillmore St., Thornton, Colorado 80602, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

### 1. SERVICES OF THE CONTRACTOR:

1.1. All work shall be in accordance with the attached RFP 2014.127 and the Contractor's response to the RFP 2014.127 attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.

1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

### 3. TERM:

3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date of this Agreement.

3.2. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for up to two, one year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor, and approved by the Adams County Board of County Commissioners.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of: thirty-one thousand one hundred sixty-seven dollars (\$31,167.00).

4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In

the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

6. **NONDISCRIMINATION:**

6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence: \$1,000,000

8.1.2. General Aggregate: \$2,000,000

8.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.

- 8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)
- 8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes

8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

8.4.1. Each Occurrence: \$1,000,000

8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

## 9. TERMINATION:

9.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon

have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

- 9.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

## **10. MUTUAL UNDERSTANDINGS:**

- 10.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 10.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 10.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 10.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.
- 10.5. Assign Ability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 10.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

- 10.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 10.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County  
Contact: Scott Lewandowski  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80602  
Phone: 720-523-6277  
E-mail: slewandowski@adcogov.org

Department: Adams County Purchasing  
Contact: Jennifer Tierney  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720-523-6049  
E-mail: jtierney@adcogov.org

Department: Adams County Attorney's Office  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720.523.6116

Contractor: Alliance Electric Solutions  
Contact: James Rio  
Address: 13804 Fillmore St  
City, State, Zip: Thornton, Colorado 80602  
Phone: 720-232-0558  
E-mail: jrrio.alliance@gmail.com

- 10.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 10.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 10.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.



## **11. CHANGE ORDERS OR EXTENSIONS:**

- 11.1. **Change Orders:** The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.
- 11.2. **Extensions:** The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

## **12. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:** Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 12.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 12.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 12.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that

the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- 12.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 12.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

The remainder of this page is left blank intentionally.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

**Todd Leopold**

Todd Leopold  
County Manager

8/5/14  
Date

**Alliance Electric Solutions**

James Rio  
Signature

8-4-14  
Date

James Rio  
Printed Name

Owner  
Title

Attest:

Karen Long, Clerk and Recorder

[Signature]  
Deputy Clerk

Approved as to Form:

[Signature]  
Adams County Attorney's Office

**NOTARIZATION OF CONTRACTOR'S SIGNATURE:**

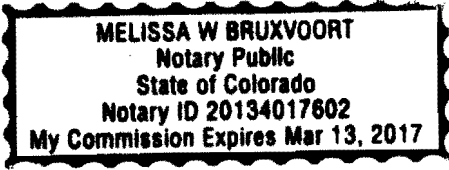
COUNTY OF Adams

STATE OF Colorado )SS.

Signed and sworn to before me this 4<sup>th</sup> day of August, 2014,

by James Rio

[Signature]  
Notary Public



My commission expires on: 03/13/2017



## EXHIBIT A

### GENERAL INSTRUCTIONS

The Adams County Board of Commissioners by and through its Purchasing Division of Finance is accepting proposals for one (1) dual port Level II Electric Vehicle Supply Equipment (EVSE) unit, in accordance with the terms, conditions and specifications contained in this document. The unit will be installed at the Adams County Government Center, which is located at 4430 South Adams County Parkway Brighton CO 80601. Please review exhibit A for the exact location. The EVSE included in this project is intended primarily for public use. The project includes the provision and installation of the EVSE unit.

1. **All documents related to this RFP will be posted on the Rocky Mountain Bid System at:**  
<http://www.rockymountainbidSystem.com/Bids/ViewOpenSolicitations.asp>
  - 1.1. Vendors must register with this service to receive these documents.
  - 1.2. This service is offered free or with an annual fee for automatic notification services.
2. Written questions may be submitted through 2:00 PM, June 10, 2014. All questions are to be submitted to Jennifer Tierney, Contract Administrator by E-mail at [jtierney@adco.gov](mailto:jtierney@adco.gov)
3. A mandatory Pre-Proposal Meeting will be held at 10:00 am. on June 4, 2014 at 4430 South Adams County Parkway, Brighton CO 80601.
4. An Addendum to answer all questions will be issued no later than June 17, 2014.
5. Proposals
  - 5.1. Sealed proposals for consideration will be received at the office of the Purchasing Division of Finance at the Adams County Government Center, 4430 South Adams County Parkway, Fourth Floor, Brighton Colorado 80601, up to 2:00 p.m. June 24, 2014.
  - 5.2. The proposal opening time shall be according to our clock.
  - 5.3. Proposals will be publicly opened and the names of the companies submitting proposals will be read aloud.
  - 5.4. Proposals may be mailed or delivered in person and must be in a sealed envelope clearly labeled with Company Name, Proposal Number and Project Title.
  - 5.5. No proposals will be accepted after the time and date established above, except by written addenda.

- 5.6. The proposal must be submitted on a CD in a single PDF file not to exceed 30 pages. Brochures or other supportive documents may be included with the proposal narrative.
- 5.7. The two (2) proposal signature pages "CONTRACTOR'S CERTIFICATION OF COMPLIANCE" Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended 5/13/08 and the "PROPOSAL FORM" acknowledging the receipt of addendum(s) must be signed and included as hard copy with the CD. These are the last two pages of the RFP.
- 5.8. Proposals may not be withdrawn after date and hour set for closing. Failure to enter contract or honor the purchase order will be cause for removal of supplier's name from the Vendor's List for a period of twelve months from the date of this opening.
- 5.9. In submitting the proposal, the vendor agrees that acceptance of any or all proposals by the Purchasing Manager within a reasonable time or period constitutes a contract. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Department.
- 5.10. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery System.
- 5.11. The County assumes no responsibility for a proposal being either opened early or improperly routed if the envelope is not clearly marked on the outside: EVSE 2013.265.
- 5.12. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close the County offices for any reason, the Purchasing Manager has the prerogative of rescheduling the proposal opening time and date. No proposal will be considered above all other proposals by having met the proposal opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Commissioners to close the County offices.
- 5.13. Proposal must be submitted in the format supplied/described by the County. Failure to submit in the format provided may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.
- 5.14. No award will be made to any person, firm or corporation that is in arrears upon any obligation to the County or federally debarred.
- 5.15. If submitting a joint venture proposal or a proposal involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the proposal.
- 5.16. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals, including but not limited to:
  - 5.16.1. Any Proposal which does not meet bonding requirements, or,
  - 5.16.2. Proposals which do not furnish the quality, or,

- 5.16.3. Offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or,
  - 5.16.4. Proposals from offerors who lack experience or financial responsibility, or,
  - 5.16.5. Proposals which are not made to form.
- 5.17. The Board of County Commissioners may rescind the award of any proposal within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
- 5.18. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.
- 5.19. If a formal Agreement is required, the Contractor agrees and understands a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.
- 5.20. Only sealed proposals received by the Purchasing Division of the Finance Department will be accepted; proposals submitted telephone, E-mail, or facsimile machines are not acceptable.
6. Adams County is an equal opportunity employer.
7. The County ensures that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, age, gender, or disability in consideration for an award.
8. At the discretion of the Adams County and the Vendor, any governmental agency, district, political subdivision or private company located in the State of Colorado is permitted to purchase any and all items specified herein from the successful Vendor(s) at the contract price(s) established herein. Reasonable travel expenses outside the seven County Denver metro area may be imposed at the discretion of the Vendor. It is understood and agreed that the Adams County is not a legally binding party to any contractual agreement made between another governmental agency, district, political subdivision or private company in the State of Colorado and the Vendor as a result of this Solicitation.
9. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
- 9.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.
    - 9.1.1. Each Occurrence \$1,000,000
    - 9.1.2. General Aggregate \$2,000,000

- 9.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
- 9.2.1. Bodily Injury/Property Damage \$1,000,000 (each accident)
  - 9.2.2. Personal Injury Protection Per Colorado Statutes
- 9.3. Workers' Compensation Insurance: Per Colorado Statutes
- 9.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
- 9.4.1. Each Occurrence \$1,000,000
  - 9.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 9.5. The Contractor's commercial general liability, and comprehensive automobile liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
- 9.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
  - 9.5.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
  - 9.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 9.6. All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 9.7. Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 9.8. At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage's or policies required under this Agreement.
- 9.9. The Contractor shall not commence work under this contract until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.



- 9.10. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the proposal or project must appear on the certificate of insurance.
- 9.11. Underwriters shall have no right of recovery or subrogation against the County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- 9.12. The clause entitled "Other Insurance Provisions" contained in any policy including the County as an additional insured shall not apply to The County.
- 9.13. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
- 9.14. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 9.15. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
10. Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
11. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
  - 11.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the

employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

- 11.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 11.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 11.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 11.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 11.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 11.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 11.8. If the Contractor violates this Section of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

**End General Information**

The remainder of this page is left blank intentionally.

## SCOPE OF WORK

12. Adams County Colorado is accepting proposals for **one (1) dual port Level II Electric Vehicle Supply Equipment (EVSE) unit**, in accordance with the terms, conditions and specifications contained in this document. The unit will be installed at the Adams County Government Center, which is located at 4430 South Adams County Parkway Brighton CO 80601. The EVSE included in this project is intended primarily for public use. The project includes the provision and installation of the EVSE unit.

### 13. General Requirements

13.1. Contractor shall provide the **one (1) dual port Level II Electric Vehicle Supply Equipment (EVSE) unit** and furnish it at the specified location at the Adams County Government Center, which is located at 4430 South Adams County Parkway Brighton CO 80601, so that the unit is publicly accessible. Please see Exhibit "A" for the exact location.

13.2. Contractor shall provide the electrical preparation work and physical installation of the EVSE. Following installation, the Contractor shall perform commissioning services; including activating and testing the charging station at the Government Center. Please review Exhibit "B" for design and electrical work specifications.

13.3. Contractor shall provide County personnel with training on the operation and use of the systems: including training on the charging station operation, and management software.

13.4. Contractor shall provide a manufacturer's warranty on all purchased EVSE equipment, hardware, and software for a minimum of three (3) years. The warranty must include all materials, equipment, parts, tools, labor and incidentals, as well as all vendor- or manufacturer-recommended upgrades. Warranty shall cover complete repairs or replacements, and site visits, as necessary. For activities covered under the warranty, where possible, the County's preference is to use a local service provider.

### 14. Base Specifications

<b><u>Base Specifications</u></b>	
<b>(If Contractor has alternative solution, please specify)</b>	
Charge Method	AC Level II
Input Voltage (Volts)	208 VAC to 240 VAC
Input/Output Phase	1 Phase each ( output 3kW)
Maximum Input Current	40 amps
Branch Circuit Breaker Rating	Per NEC 625
Output Voltage	208 VAC to 240 VAC
Pilot	SEA J1772 Compliant

Port/Cable

Dual port SEA J1772 Compliant and UL approved Rated at 40 amps/20 feet length

- 14.1. EVSE shall operate without failure under a wide-range of expected and unexpected environmental conditions including, but not limited to: snow, sleet, rain, road grime, street vibrations, and ambient temperatures ranging from: -40° F (-40°C) to 185°F (85°C) and is able to withstand humidity up to 95%. The specified temperature range applies to both operating and storage; and,
- 14.2. Sun proof and waterproof; and,
- 14.3 Security design that is both tamper-proof and vandalism-proof. This includes but is not limited to the following: tamper-resistant screws, anti-vandalism hardware, locked enclosures, and graffiti-resistant coating.
15. **Standard Compliance:** If there is a conflict between the stated requirement and the SAE, NEC and/or UL standards listed, the more stringent requirements, providing the greatest value to the County will prevail. The unit shall be certified by a Nationally Recognized Testing Laboratory (NRTL) and shall meet the following standards:
  - 15.1. **Dual Level II ports** that comply with the Society of Automotive Engineers (SEA) J-1772 standards and applicable NEC codes
  - 15.2. Unit Compliant with National Electrical Code (NEC) 625
  - 15.3. Unit validated and certified by the Underwriters Laboratories (UL) or equivalent certification (please provide). These include: UL Standard for Plugs, Receptacles and Couplers for Electric Vehicles—UL2251; UL Standard for Personnel Protection Systems for Electric Vehicle (EV) Supply Circuit—UL2231 (Parts 1 and 2); UL Standard for Enclosures for Electrical Equipment—UL50
  - 15.4. Compliant with Society of Automotive Engineers (SAE) J2836 and 2847, and upgradeable for enhanced vehicle-to-grid communication
  - 15.5. Enclosure is compliant with the International Electrotechnical Commission (IEC) 61851
16. **Physical Specifications**
  - 16.1. Exterior:
    - 16.1.1. Single Pedestal Mount
    - 16.1.2. Metal shell with ability to withstand outdoor environment as specified in base specification section.
    - 16.1.3. Screen display shall be user-friendly and easy to operate. Displays shall be LCD, LED or equivalent, and shall be readable in direct sunlight and at night.

Lighting shall be automatic based on light conditions or programmable for time of day and duration. Please describe your solution and any additional activation options;

16.1.4. **Dual Level II ports;**

16.1.5. Cords need to be attached to EVSE with the ability to be replaced in case of damage;

16.1.6. Cord length at least 20 feet. Please specify your solution;

16.1.7. Cord storage device should retract cord after use;

16.1.8. Port holster for protection and storage; and

16.1.9. Cord and port should be stored at a convenient height (above the pedestrian surface) for all users. Storage location should conform to ADA considerations.

## **17. Communication abilities**

16.1 Central processing unit (CPU) must have capabilities to handle, transfer, and backup data; Please specify your solution for supporting and exporting data to County;

16.1.2. Unit needs to be interoperable with cellular based communication system.

Please specify your solution and any related fees regarding the communication system;

16.1.3. Unit needs to be equipped with pay for service technology that can do the following:

- Be inactivated for free charging periods; and
- Have future card capability to distinguish county (free use) and public use (fee for service)

## **18. Data Collection Abilities**

17.1 The EVSE system will minimally collect time and dates of charging activities, demand response events, electric vehicle information, and must comply with all state and federal regulations. In addition the unit should track:

17.1.2. Station status and health in real time;

17.1.3. Plug Electric Vehicle Information including:

- Vehicle Identification Number (VIN); and
- State of charge before and after a charging session.

17.1.4. Electric Vehicle Charging Station (EVCS) information;

- Station utilization rates;
- Authorization requests and responses; and
- Charging data (subscriber, location, kWh used, start & stop times).

17.1.5 Usage information:

- Time;
- Energy Consumption;
- Current stored energy load in the battery connected to the charging station;

- Maximum amount of energy that will be charged based on battery size;
- Greenhouse gas emissions saved;

## 19. Product Safety

- 19.1. The System shall have the ability to stop flow of power through unit when not in use;
- 19.2. Over-current protection to prevent vehicles from drawing too much power.

## 20. Construction Times

- 19.1 All work must be completed after 5pm Monday through Friday and on weekends to minimize the impact on county operations.

## **PROPOSAL SUBMITTALS, CONTRACTOR SHALL PROVIDE IN PDF FORMAT**

### 21. Company Overview and Qualifications

- 21.1. Describe the qualifications of your company. Include at a minimum, the following information. Include other information as you see fit:
- 21.2. A summary introducing your company, including qualifications, company background, and total number of years in business, staff experience/training, main contact name, number and e-mail address.
- 21.3. Information from at least three (3) projects of similar size and scope. Include, at a minimum, the following information: 1) company name 2) Main contact name 3) phone number 4) e-mail address. The County reserves the right to contact the references listed in your proposal as well as other references not listed without prior notification.
- 21.4. List of subcontractors/partners you plan to use.
- 21.5. List of all deviations from the specifications/scope of work on a separate page, titled 'deviations'.
- 21.6. Proposed System
- 21.7. Cost breakdown must include detailed costs of charging station unit, annual fees related to charging station, installation, labor, and permitting fee. Proposals will not be considered if cost details are not submitted.

- 21.8. Proposals will be limited to thirty (30) pages.
- 22. Evaluations will be based on the following criteria:
  - 22.1. Cost breakdown (as specified in 20.7)
  - 22.2. References: similar installations
  - 22.3. System proposed
  - 22.4. Overall proposal: capability to meet the scope of work
  - 22.5. Ease of use
  - 22.6. Warranty

**END SCOPE OF WORK**

The remainder of this page is left blank intentionally.

## SAMPLE OF PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 2013, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and WINNER123, located at ADDRESS123, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

### 1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached RFP xxx and the Contractor's response to the RFP xxx attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of Contractor) to be performed by Contractor. If County requests such additional services, Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, Contractor shall bill for such services at the rates provided for in this Agreement.

2. **RESPONSIBILITIES OF THE COUNTY**: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

### 3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date of this Agreement.
- 3.2. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for up to two, one year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor, and approved by the Adams County Board of County Commissioners.

4. **PAYMENT AND FEE SCHEDULE**: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of:

- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In



the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

**5. INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent Contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his /her acts and the acts of his /her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.

**6. NONDISCRIMINATION:**

**6.1. The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. The County is an equal opportunity employer.**

**6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.**

**7. INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

**8. INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

**8.1. Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

**8.1.1. Each Occurrence:** \$1,000,000

**8.1.2. General Aggregate:** \$2,000,000

8.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)

8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes

8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

8.4.1. Each Occurrence: \$1,000,000

8.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5. The County as "Additional Insured": The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include The County as an "additional insured" and shall include the following provisions:

8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

## **9. TERMINATION:**

- 9.1. **For Cause:** If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- 9.2. **For Convenience:** The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

## **10. MUTUAL UNDERSTANDINGS:**

- 10.1. **Jurisdiction and Venue:** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 10.2. **Compliance with Laws:** During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 10.3. **OSHA:** Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 10.4. **Record Retention:** The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.

- 10.5. Assign ability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 10.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 10.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 10.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective:
- 10.8.1. Three (3) days after the same shall have been mailed by certified mail, return receipt requested;
  - 10.8.2. Immediately upon hand delivery; or
  - 10.8.3. Immediately upon receipt of confirmation that an E-mail was received.
  - 10.8.4. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below.

Department: Adams County (department name)  
Contact:  
Address:  
City, State, Zip:  
Phone:  
E-mail:

Department: Adams County Purchasing  
Contact:  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone:  
E-mail:

Department: Adams County Attorney's Office  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720.523.6116  
E-mail:

Contractor: Winner123  
Contact:  
Address:  
City, State, Zip:  
Phone:  
E-mail:

10.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

10.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

10.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

#### **11. CHANGE ORDERS OR EXTENSIONS:**

11.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid or, if no provision exists, pursuant to the terms of the Change Order.

11.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

**12. COMPLIANCE WITH C.R.S. § 8-17.5-101 ET. SEQ. AS AMENDED 5/13/08:** Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

12.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

12.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

- 12.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 12.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 12.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 12.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 12.8. If the Contractor violates this Section of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

The remainder of this page is intentionally left blank.

## **Submittal Checklist**

- Response to RFP
- W-9
- Contractor's Certification of Compliance
- Proposal Form
- References

**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et.seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering





**ADAMS COUNTY**  
**COLORADO**

**PROPOSAL FORM**  
**Level II Electric Vehicle Supply Equipment**

**VENDOR'S STATEMENT**

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following proposal is hereby submitted.

**WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF**

Addenda # \_\_\_\_\_ Addenda # \_\_\_\_\_  
If None, Please write NONE.

Company Name	Date
Address	Signature
City, State, Zip Code	Printed Name
County	Title
Telephone	Fax
E-mail Address	



6-18-14

Jennifer Tierney  
Contract Administrator  
[jtierney@adcogov.org](mailto:jtierney@adcogov.org)  
Adams County Government Center  
4430 South Adams County Parkway  
Brighton, CO 80601

We are pleased to present this response to your Request for Proposals for one Level 2 Electric Vehicle Supply Equipment ("EVSE") unit.

Alliance Electrical Solutions LLC opened for business in 2001. We are a full service electrical contractor with experience in all areas of the electrical industry but our main focus is on green energy technology and sustainability projects. Our commitment to green energy technology and sustainability has opened the door to the supply and installation of EVSE. Partnering with multiple distributors, we can provide the best solution for the customer.

We began installing EVSE in June 2010 and have installed 350 EVSE units to date across the country and this segment is an important part of our overall business. With our extensive background in electrical installation and experience in EVSE installation, we have developed into a leader in the electric car charging industry.

Having experience with most of the major manufacturers of EV charging equipment, we have determined that the ChargePoint CT4000 series is a perfect choice of EV charging hardware. Also, it is the ideal choice for the City given the manufacturer's market-leading position and level of support offered.

### **ChargePoint Network Overview**

The ChargePoint Network was formally commissioned into service in Q4 2008. It is now the most widely used and deployed EV charging service network in the world with over 12,000 networked charging ports and serving over 1,900 different organizations and 40,000 customers in North America, Europe, and Australia. ChargePoint drivers use the system almost 6,000 times per day in 14 countries worldwide and half of all EV drivers in the US hold free ChargePoint cards already. This translates to a market share for commercial charging in the US of over 70%.

The ChargePoint Network provides the building blocks for a consistent driver experience for EVSE access control and payment. The ChargePoint Network includes all levels of EV Charging infrastructure supported by a very powerful and fully-open networked architecture that allows station owners to proactively manage all stations, track usage, implement flexible billing and authentication, and integrate with backend operation support systems as needed.

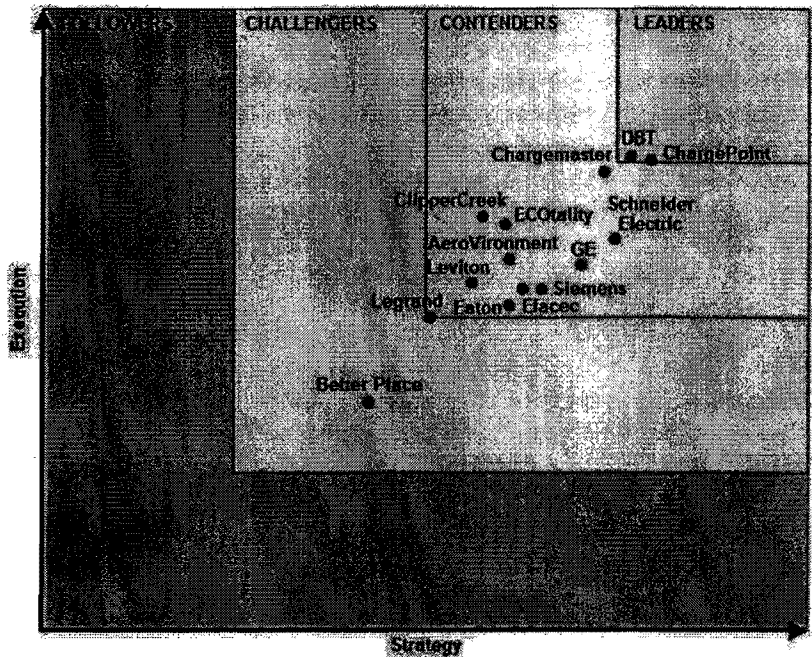
The vast majority of charging sessions (92%) are triggered with a ChargePoint card, however if a driver is not a member of ChargePoint yet (there is no fee to be a member), they can use a credit card (VISA, MasterCard, AMEX, or Discover) directly on the station, or they can call the 24/7 toll-free customer service line. **With all of these options, it is by far the most flexible system for drivers available.**



### ChargePoint Experience and History

Since ChargePoint's inception in 2007, the company has designed, developed and deployed charging stations, user-friendly software applications and data networking intelligence aimed at creating a successful, scalable, and grid friendly EVSE charging infrastructure. ChargePoint's innovative and intelligent software and network platform trademarked the ChargePoint® Network forms the foundation of this EVSE charging infrastructure and support services.

ChargePoint was the first company globally to launch and deploy such a network to support EVSE charging infrastructure. Further building upon its initial success, ChargePoint is dedicated to providing this new industry with a constant stream of innovations and advancements enabling utilities and service providers to develop, market, and provide both effective and commercially viable services to consumers for electric transportation. And, since users access the system via a web portal and each station is connected to the network via cellular modem, all updates happen automatically without any need for action on the part of the station owner.



In recognition of ChargePoint's leadership, the company has won numerous awards, including being named the Top EV Charging Station Manufacturer by Pike Research in 2013 (see chart).

For a list of other awards and statistics about ChargePoint, please see the ChargePoint Facts and ChargePoint At-A-Glance documents attached with this submission.

### ChargePoint vs. Non-Networked Charging

ChargePoint is dedicated to providing the best EV driver experience and the highest level of functionality for station owners. Since the industry is so new, not all of these benefits are readily apparent to first-time station owners. In fact, there are a number of municipalities that install "dumb" stations at first due to their lower cost only to regret the decision and later choose ChargePoint stations in subsequent installations due to the many benefits offered, including a much deeper insight into usage and asset management. In order to help communicate these benefits, we have created the following chart of some of the benefits of ChargePoint versus non-networked stations:



	ChargePoint	Non-Networked
<b>Station Owner Services and Support</b>		
Manage every aspect of your stations remotely through simple, intuitive, web portal	Yes	No
YOU set all policies for your stations: who can use them, and how much they pay	Yes	No
YOU choose whether to outsource the management of your stations to a third party	Yes	No
Automatic upgrades of station software to support new functionality	Yes	No
Notification to City of any Inoperable station	Yes	No
<b>Driver Services &amp; Support</b>		
Stations automatically shown on charging maps (incl. in-car navigation systems)	Yes	No
24/7/365 call center assistance for drivers	Yes	No
Driver notifications when charging is complete and when plug is disconnected	Yes	No
Ability for driver to <ul style="list-style-type: none"> <li>• Reserve chargers</li> <li>• Take advantage of incentive pricing offers from station owners</li> <li>• Start a charging session via smartphone</li> </ul>	Yes	No
Ability for driver to receive notice when desired charging station becomes available	Soon	No
<b>Pricing Flexibility &amp; Ease of Configuration</b>		
Automatically collect revenue for the use of your stations	Yes	No
Vary price by driver group (city fleet vehicles vs public), by time of day, or set pricing by flat fee, hourly fee, or per-kWh fee in <u>any</u> combination	Yes	No
Change the price on some or all of your stations with a few simple button clicks	Yes	No
Group together stations for ease of configuration, administration, and reporting	Yes	No





Maintenance		
Amount of maintenance required to keep credit card reader operational	None	High
Access Control for City Employees		
Easily control access to one or more stations using a simple web interface	Yes	No
Branding & Advertisements		
Set messaging on stations	Yes	No
Ability to sell advertising/video space to third parties for added revenue	Yes	No
Reporting & Capacity Planning		
25 different reports on usage, GHG savings, occupancy, unique drivers	Yes	Very Limited
Meet data requirements of State or Federal grants through automatic third party reporting capabilities. You can authorize them to collect the data themselves!	Yes	No
View advanced utilization reports for capacity planning	Yes	No
Energy Management		
Demand response load shedding	Optional	No

### Charger and Warranty Cost Breakout

- 1) Charger Total Cost – \$9317.00
  - a. Chargepoint dual bollard gateway (with 23' cord) CT4025-GW1 - \$7601.00
  - b. Commercial ChargePoint Network Plan, 3-year prepaid CTSW-SAS-COMM-3 - \$1008.00
  - c. 3 year parts extended warranty for CT401x units CT4010-EW3 - \$528.00
  - d. Shipping \$180.00

### Installation and infrastructure Cost Breakout

- 1) Total Cost \$21,850.00
  - a. Installation and commissioning/training of one level 2 EVSE at location described in RFP as determined at site visit. \$1300.00
  - b. Directional boring and landscape repair including concrete pad for charger included from charger location to building for underground conduits. \$6500.00
  - c. Drywall repair on column. \$1500.00
  - d. Installation of all conduits per plan will run from electrical panel, through ceiling to side of building as identified in job walk. The conduits will run down column and penetrate the building low and run down into the dirt and into a



landscape box then underground to the charger location and including spare conduits/jbox for future. \$6950.00

- e. Installation of new electrical panel and transformer in electrical room identified at job walk and per plan. \$5600.00
- f. Striping and signage not included but can be included for additional expense.
- g. Davis Bacon wages and shift differential wages for afterhours work included

### Installation Examples:

Dublin CA  
Install for Property Management Company



Ball Aerospace  
Boulder Campus





Beverly MA  
Installation at Walgreens



In addition to the above example pictures, we have installed 35 chargers at Walgreens locations in Colorado, provided three chargers to the City of Durango, and completed providing and installing two chargers at Ball Aerospace, Boulder Campus. Our total chargers installed is 330 and counting. For a Governmental reference, please contact the Sustainability Manager Mary Beth Miles for the City of Durango, [MilesMB@ci.durango.co.us](mailto:MilesMB@ci.durango.co.us) (970) 375-4830.

I will serve at the primary contact for this project and as the owner of Alliance Electrical Services, I have the full authority to make the commitments herein. My phone number is 720-232-0558 and email is [jrio.alliance@gmail.com](mailto:jrio.alliance@gmail.com).

Regards,

A handwritten signature in black ink that reads "James Rio". The signature is written in a cursive style.

James Rio  
President



**PROPOSAL FORM**  
**Level II Electric Vehicle Supply Equipment**

**VENDOR'S STATEMENT**

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following proposal is hereby submitted.

**WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF**

Addenda # 1 Addenda # \_\_\_\_\_  
 If None, Please write NONE.

<u>Alliance Electric Solutions LLC</u>	<u>6-19-14</u>
Company Name	Date
<u>13809 Fullmore St</u>	<u>[Signature]</u>
Address	Signature
<u>Thornton Co 80602</u>	<u>James S Rice</u>
City, State, Zip Code	Printed Name
<u>Adams</u>	<u>Owner</u>
County	Title
<u>720-232-0558</u>	<u>—</u>
Telephone	Fax
<u>jr@alliance@gmail.com</u>	
E-mail Address	



**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Alliance Electric Solutions  
Company Name

6-19-14  
Date

James Rio  
Name (Print or Type)

James Rio  
Signature

Owner  
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.

**Request for Taxpayer  
 Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Print or type  
 See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>Alliance Electric Solutions LLC</b>	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) * <input type="checkbox"/> Other (see instructions) *	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) <b>13804 Fillmore St</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Thornton CO 80602</b>	
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
Employer identification number	
45	-2147406

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person * <i>James Rio</i>	Date * <i>12-18-13</i>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

# CT4000 Family

## ChargePoint® Charging Stations

The CT4000 is the latest generation of ChargePoint charging stations. Refined yet rugged, the CT4000 family sets the industry standard for functionality and aesthetics. A robust cord retraction system comes standard on all CT4000 models to eliminate unsightly cords on the ground, and to keep your drivers from having to touch charging cables.

The CT4000 full motion color LCD display instructs drivers while supporting dynamic updates of custom branded videos and advertisements.

The intelligent power sharing feature of the CT4000 doubles the number of parking spaces served by allowing two charging ports to share a single circuit. Sites with single port EV stations can upgrade to dual port stations without requiring additional electrical services.

All CT4000 models offer one or two standard SAE J1772™ Level 2 charging ports with locking holsters, each port supplying up to 7.2kW.

Available in bollard and wall mount configurations, the CT4000 supports easy installation anywhere. To future proof your investment, all stations are fully software upgradeable over the air.

### Corporate Branding and Video Advertising

- + Download full motion color videos to your stations<sup>1</sup>
- + Custom replaceable signage to project your brand
- + Custom "helmet" printing available<sup>2</sup>

### Intelligent Power Sharing

- + Reduced installation and operating costs
- + Dynamically share one 40A circuit between two parking spaces
- + Double the number of parking spaces for a given site's power capacity
- + Upgrade a single port station to dual port with no electrical upgrade

### Cord Management

- + Keep charging cords off the ground and out of drivers hands
- + Standard on all models
- + Ultra-reliable second-generation gravity operated mechanism
- + Flexible over entire -22°F to +122°F product temperature range

### Driver Friendly User interface

- + Instructional video shows how to use the station
- + Multi-language: English, French, Spanish
- + Touch button interface; works in rain, ice and with gloves
- + Backed by ChargePoint's world class 24/7/365 driver phone support

### Energy Measurement and Management

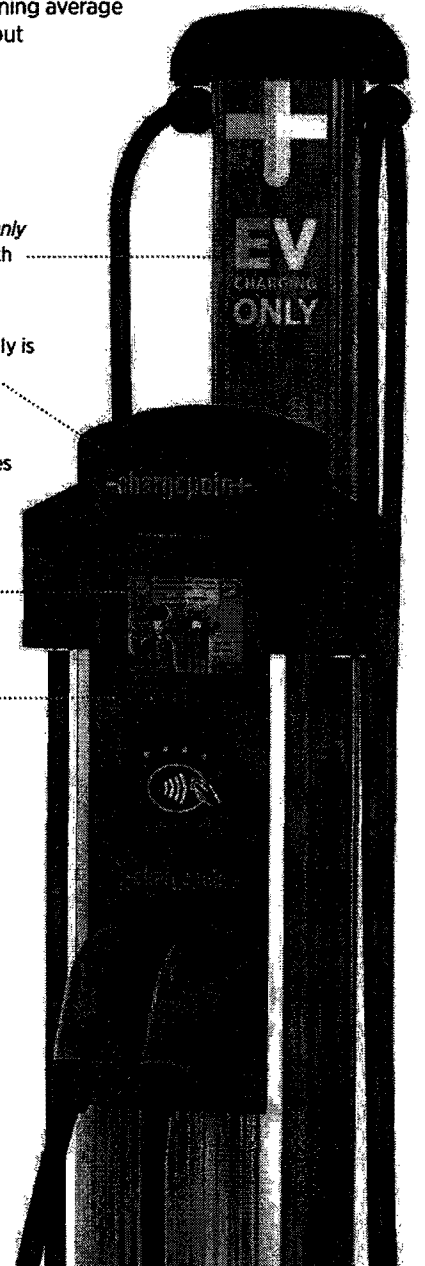
- + Real-time energy measurement
- + 15 minute interval recording
- + Time of Day (TOD) pricing
- + Load shed by % of running average or to fixed power output

The standard *EV Charging Only* sign is easily replaceable with your branding.

The cap of the CT4000 family is also available for custom branding.

The 5.7" LCD display provides full motion charging instructions in a clear and simple format. It also allows station owners to deliver advertising messaging.

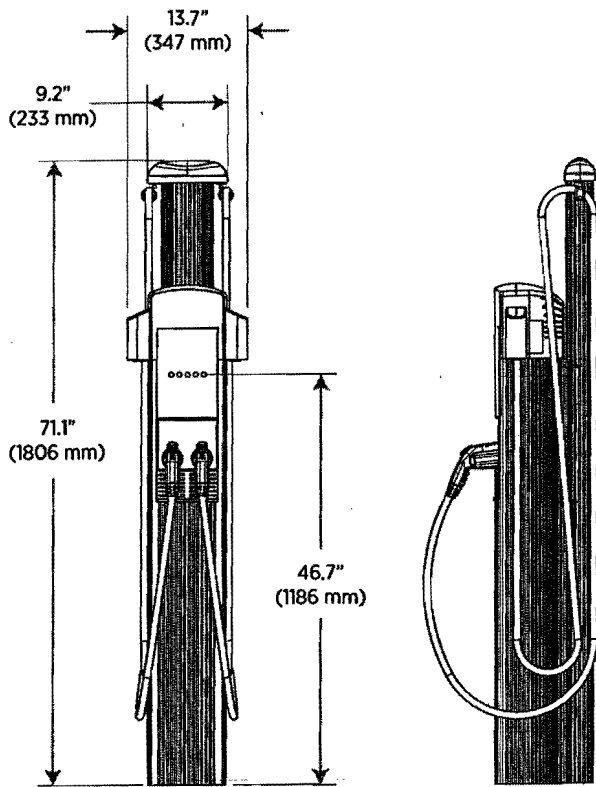
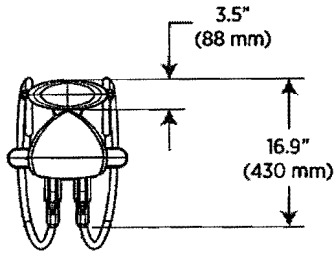
Driver interaction is supported in any weather by five rugged, back-lit buttons with audio feedback.



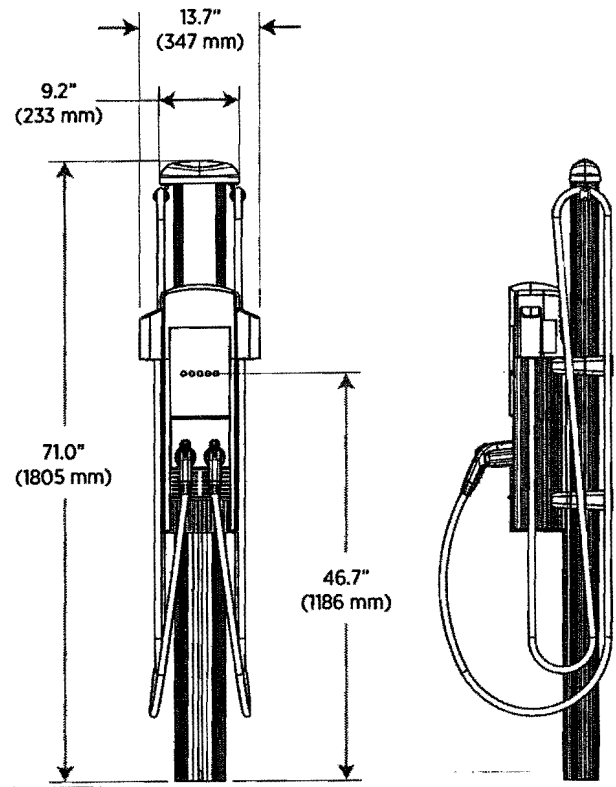
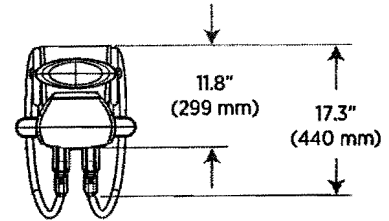
<sup>1</sup> Download fees apply

<sup>2</sup> Minimum order quantities apply

### CT4021 Bollard



### CT4023 Wall Mount





## CT4000 Family Specifications

Electrical Input	Single Port	Dual Port
AC Power Input Rating – Standard	208/240VAC 60Hz single phase @ 32A	208/240VAC 60Hz single phase @ 32A x 2
AC Power Input Rating – Power Sharing	n/a	208/240 VAC 60Hz single phase @ 32A
Input Power Connections – Standard	One 40A branch circuit	Two independent 40A branch circuits
Input Power Connections – Power Sharing	n/a	One 40A branch circuit
Required Service Panel Breaker – Standard	40A dual pole (non-GFCI type)	40A dual pole (non-GFCI type) x 2
Required Service Panel Breaker – Power Sharing	n/a	40A dual pole (non-GFCI type)
Service Panel GFCI	Do not provide external GFCI as it may conflict with internal GFCI (CCID)	
Wiring – Standard	3-wire (L1, L2, Earth)	5-wire (L1, L1, L2, L2, Earth)
Wiring – Power Sharing	n/a	3-wire (L1, L2, Earth)
Station Power	8W typical (standby), 15W maximum (operation)	

### Electrical Output

AC - Standard	7.2kW (240VAC @ 30A)	7.2kW (240VAC @ 30A) x 2
AC - Power Sharing	n/a	7.2kW (240VAC @ 30A) x 1 OR 3.8kW (240VAC @ 16A) x 2

### Functional Interfaces

Connector(s) type	SAE J1772™	SAE J1772™ x 2
Charging Cable Length	18' (5.5 meters)	18' (5.5 meters) x 2
Overhead Cable Management System	Yes	
LCD Display	5.7" full color, 640x480, 30fps full motion video, active matrix, UV protected	
Card Reader	ISO 15693, 14443, NFC	
Locking Holster	Yes	Yes x 2

### Safety and Connectivity Features

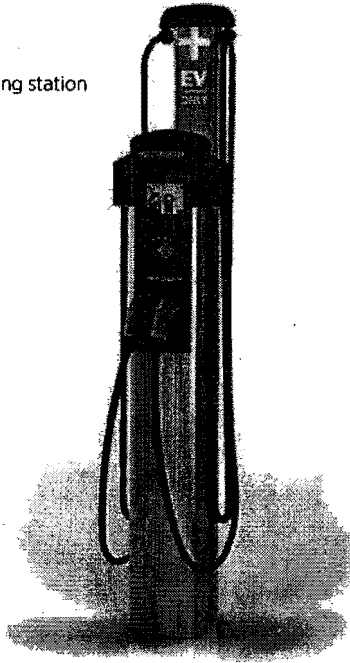
Ground Fault Detection	20mA CCID with auto retry
Open Safety Ground Detection	Continuously monitors presence of safety (green wire) ground connection
Plug-Out Detection	Power terminated per SAE J1772™ specifications
Power Measurement Accuracy	+/- 2% from 2% to full scale (32A)
Power Report/State Interval	15 minute, aligned to hour
Local Area Network	2.4 GHz Wi-Fi (802.11 b/g/n)
Wide Area Network	3G, GSM, 3G, CDMA

### Safety and Operational Ratings

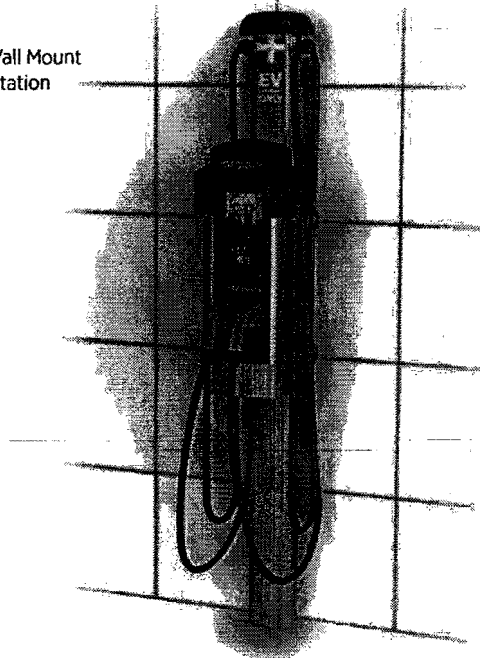
Enclosure Rating	Type 3R per UL 50E
Safety Compliance	UL listed for USA and cUL certified for Canada; complies with UL 2594, UL 2231-1, UL 2231-2, and NEC Article 625
Surge Protection	6kV @ 3000A in geographic areas subject to frequent thunder storms, supplemental surge protection at the service panel is recommended.
EMC Compliance	FCC Part 15 Class A
Operating Temperature	-22°F to 122°F (-30°C to +50°C)
Operating Humidity	up to 85% @ +50°C (122°F) non-condensing
Non-Operating Humidity	up to 95% @ +50°C (122°F) non-condensing
Terminal Block Temperature Rating	221°F (105°C)
Maximum Charging Stations per 802.11 Radio Group	10. Each station must be located within 150 feet line of sight of a gateway station.

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

CT4021 Bollard charging station



CT4023 Wall Mount charging station



## Ordering Information

Specify model number followed by the applicable code(s).  
The order code sequence is:

### Model-Options-Warranty

Option		Order Code
Model	Single Port Bollard Mount	CT4011
	Dual Port Bollard Mount	CT4021
	Single Port Wall Mount	CT4013
	Dual Port Wall Mount	CT4023
Options	Integral Gateway Modem - USA	-GW1
	Integral Gateway Modem - Canada	-GW2
Warranty	Parts Only Extended Warranty - 2, 3, 4, or 5 year	CT4000-EWn*

\* Substitute *n* for the duration of the warranty (2, 3, 4, or 5 year)

### Order Code Examples

If ordering this	the order code is
Dual Port Bollard Mount USA Gateway Station	CT4021-GW1
Single Port Wall Mount Station with 5 Year Warranty	CT4013 CT4000-EW5
Dual Port Wall Mount Canada Gateway Station with 2 Year Warranty	CT4023-GW2 CT4000-EW2

## For More Information

Visit [chargepoint.com](http://chargepoint.com)

Follow us on Twitter @chargepointnet

Like us on Facebook @chargepoint



ChargePoint, Inc.  
1692 Dell Avenue | Campbell, CA | 95008-6901 USA  
+1.408.370.3802 or toll free 877.370.3802  
[chargepoint.com](http://chargepoint.com)

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