



**CITY OF SALEM, VIRGINIA
PURCHASING DEPARTMENT**

114 NORTH BROAD STREET
P.O. Box 869
SALEM, VIRGINIA 24153
PHONE: (540) 375-3063 • FAX: (540) 375-4057

ISSUE DATE: AUGUST 21, 2023

REQUEST FOR PROPOSAL # 2024-003

FOR

ELECTRIC VEHICLE (EV) CHARGING STATIONS

SEALED PROPOSALS DUE:

OCTOBER 10, 2023

ON OR BEFORE

3:00 P.M. (LOCAL TIME)

ALL INFORMATION AND CLARIFICATION INQUIRIES MUST BE SUBMITTED IN WRITING TO:

MICHELLE BRAXTON, PURCHASING MANAGER

AT LMBRAXTON@SALEMVA.GOV

BY 5:00 P.M. ON FRIDAY, SEPTEMBER 15, 2023

RFP # 2024-003
ELECTRIC VEHICLE CHARGING STATIONS

The City of Salem, Virginia, is requesting sealed proposals from interested vendors (Offeror) for the installation, operation, maintenance, and management of a charging station to serve two (2) dedicated parking spaces downtown and three (3) alternate locations at various locations within Downtown Salem, City of Salem Parks, and Salem Civic Center. Offerors must demonstrate a level of expertise, technical knowledge, innovation, and overall capacity to provide self-service electric vehicle charging station services. The City will designate certain parking spaces on City-owned and maintained surface parking lots that will be available for the Offeror to install the electric vehicle charging stations at no cost to the City. The Offeror will lease each parking space from the City for an annual lease fee of \$1,000 per parking space plus a 3% revenue fee per parking space as discussed in Section III, Contract Period, described later in this RFP.

There will be a non-mandatory pre-proposal meeting at **2:00 p.m. on Wednesday, August 30, 2023** in Council Chambers, located at City Hall, 114 North Broad Street, Salem, Virginia, 24153, to answer any questions from interested parties. There will also be an option for a site visit after the pre-proposal meeting.

Proposals shall be received by Michelle Braxton of the City of Salem Purchasing Department, 114 North Broad Street, Salem, VA 24153 by **3:00 p.m., October 10, 2023**. Offerors shall submit one (1) original, two (2) copies, and one (1) electronic copy on a flash drive (Microsoft Word or PDF) of their proposal in a sealed envelope clearly marked on the outside with the company's name and **"Attn: Purchasing Dept. - RFP # 2024-003 – Electric Vehicle Charging Stations"**. Any proposals received after the mentioned time and date will be returned to the Offeror unopened. **Faxed or emailed proposals will not be accepted.**

As this is a Request for Proposal, an evaluation committee will be established to review and evaluate all responses. No information regarding the identity of either the Offerors or the contents will be released until after the negotiation process. Once an award has been made, all proposals will become public information. If your proposal contains proprietary information, please make note of such on the form attached (Attachment B - Proprietary Information Form). The City reserves the right to cancel this RFP and/or reject any or all proposals and to waive any informalities or irregularities in any proposal.

This section must be completed by the Offerors and must be returned with the proposal. In compliance with this Request for Proposal and to all the terms and conditions imposed herein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services and/or items in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

LEGAL NAME AND ADDRESS:

DATE: _____

BY: _____

NAME: _____
(SIGNATURE IN INK)

ZIP CODE: _____

TITLE: _____

PHONE: () _____

FAX: () _____

E-MAIL: _____

BUSINESS LICENSE #: _____

VIRGINIA STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: _____

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I. PURPOSE

The City of Salem, Virginia (City) is issuing this Request for Proposal (RFP) to solicit sealed proposals from a qualified electric vehicle charging station distributor/operator/manufacturer for the installation, operation, and maintenance of two (2) dedicated parking spaces downtown and three (3) alternate locations at various locations within Downtown Salem, City of Salem Parks, and Salem Civic Center as shown in Attachment C. The selected Offeror will be required to implement a program which should enable the public to utilize AC Level 2 electric vehicle charging stations. Services would be provided on a 24-hour, 365-day-a-year (full-time) basis with sufficient resources and personnel to successfully support and maintain the program.

II. BACKGROUND

The City of Salem is an independent city framed by the beautiful Blue Ridge Mountains of Virginia, spanning just over fourteen square miles and maintaining a population of roughly twenty-five thousand individuals. Salem is located within the Roanoke, Virginia Metropolitan Statistical Area, and is a key player on several regional commissions. The City is dubbed "Virginia's Championship City" given its accommodation of countless first-class sporting events, and that premier hosting role remains a large contributor to the economy through the sports marketing and tourism industries. Still, Salem is a relatively blue-collar urban area with a diverse economic base, a trait which strengthens its economic resilience and vitality.

While technically classified as a city, Salem maintains a "small-town" feel with a welcoming downtown district that showcases several historical sites and supports numerous local businesses and restaurants. The City prides itself on its renowned school system and consistently delivering high-quality public services to its constituents. Its location within the scenic Blue Ridge Mountains along with access to the Roanoke River, provides an assortment of natural recreation opportunities for residents; however, the development of amenities such as the Moyer Sports Complex, and updates to Longwood Park and Lake Spring Park has equipped residents with additional outlets for recreational activities. This unique blend of physical and social features situates Salem as a vibrant place to live, work, and play.

III. CONTRACT PERIOD

This contract will be awarded for a period of three (3) years with the option to renew for one (1) additional three-year (3) term based upon mutual agreement on costs if an increase is necessary at the end of each year.

The initial three (3) year term of this contract will not include a charge for the lease of the parking spaces provided by the City but will be charged a 3% revenue fee per parking space. This annual lease fee is being waived for the initial term to allow for the Offeror to design, permit, and construct the AC Level 2 electric vehicle charging stations. Following completion of construction of all infrastructure installed, with the exception of the AC Level 2 electric vehicle charging station itself, shall become the property of the City of Salem and the Offeror waives all rights to this infrastructure. In addition, the City will assume all maintenance of this infrastructure from that point forward.

If both parties agree to enter into the additional three-year (3) term for this contract, the City will begin to assess an annual lease fee of \$1,000 per parking space, in addition to the 3% revenue fee per parking space.

IV. CONTRACT ADMINISTRATOR

The Department of Community Development shall serve as the monitor of the conditions of the contract and shall work directly with the Successful Offeror on a daily basis in scheduling and coordinating performance of services, answering technical questions in connection with the scope of work and providing general direction under the resulting contract.

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V. PAYMENT TERMS

The total annual lease fee (total number of parking spaces multiplied by the annual lease fee per parking space) shall be invoiced by the City by August 1 of each calendar year beginning after the initial 3-year period. The vendor will be responsible for a 3% revenue fee per parking space paid to the City by August 1 of each calendar year. Vendor will include a detailed revenue report to be provided with 3% revenue fee payment. There shall be a late charge of five percent (5%) of any payment not paid by the due date.

VI. PROPOSED PROJECT SCHEULE

Activity	Date
Release RFP	August 21, 2023
Non-mandatory pre-proposal meeting – 2:00 p.m.	August 30, 2023
Deadline for submission of questions – 5:00 p.m.	September 15, 2023
Deadline for submission of proposals – 3:00 p.m.	October 10, 2023

The City of Salem reserves the right to modify the proposed project schedule as it deems in the best interest of the City.

VII. REFERENCES

All Offerors shall include a list of three (3) references who could attest to the Offeror's experience and services on similar projects. Include name of entity, contact person, phone number, email address, and other information required for all references on the sheet provided (Attachment A - Reference Form).

References may or may not be reviewed or contacted at the discretion of the City. Typically, only references of the top ranked, short listed Offeror or Offerors are contacted. The City reserves the right to contact references other than, and/or in addition to, those furnished by an Offeror.

VIII. SCOPE OF WORK

The purpose of this RFP is to contract with a qualified electric vehicle charging station distributor/operator/manufacturer for the installation, operation, and maintenance of two (2) dedicated parking spaces downtown and three (3) alternate locations at various locations within Downtown Salem, City of Salem Parks, and Salem Civic Center as shown in Attachment C. The selected Offeror will be required to implement a program which should enable the public to utilize AC Level 2 electric vehicle charging stations. Services would be provided on a 24-hour, 365-day-a-year (full-time) basis with sufficient resources and personnel to successfully support and maintain the program.

IX. SPECIFICATIONS

- A. Charging station shall have dual port Level 2 chargers with J1172 connectors at a minimum, capable of providing at least 6 kW per port simultaneously across all AC ports.
- B. Electric Vehicle charging station infrastructure for AC Level 2 that is open to all drivers without requiring subscription.
- C. Provide new AC Level 2 charging that transfers both 208 volts or 240 volts (depending on location, see Attachment C) of electricity from the electrical grid to vehicle batteries.
- D. A revenue stream to pay for electricity, capital equipment, operation and maintenance, without any upfront costs to the City.
- E. Ability for drivers to find charging stations via web-enabled cell phones.

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- F. Charging stations shall have visible signage identifying their customer service support (telephone, website, or e-mail) and customer service hours of operation.
- G. Notification by SMS, text or email when charging is complete.
- H. Authenticated access to eliminate energy theft.
- I. Security design such as tamper-resistant screws, anti-vandalism hardware, locked enclosures, and graffiti-resistant coating.
- J. Safety information where Offeror should provide, in their proposal response, a detailed account of their system's safety measures; user instructions; user preventative safety measures; and user instructions in case of emergency.
- K. Remote monitoring and diagnostic for superior quality of service.
- L. Equipment that is factory calibrated (as applicable) prior to, or during installation, in accordance with the Original Equipment Manufacturer (OEM) standards.
- M. Equipment that has the most current software version available as of the proposal submission due date for this RFP.
- N. Equipment that is in compliance with ADA regulations for usage.
- O. 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.
- P. Equipment must be able to withstand varying temperatures, weather conditions, and accommodate snow removal equipment and maintenance. Respondent must outline maintenance requirements associated with such equipment, but understand that all maintenance, service requests, and replacement is the responsibility of the successful Offeror.
- Q. Capable of accepting and processing point of sale transaction payments of all major credit cards and ATM cards through a secure system. Methods and forms of acceptable payment must be explained and provided with response, and payment software must be Payment Card Industry (PCI) compliant.
 - a. Demonstrate PCI Compliance. The successful Offeror needs to provide documentation on the following:
 - i. Level 1 Compliant: A PCI Data Security Standard (DSS) Service Level 1 compliant provider has proven their ability to not only process credit cards in large volume, but also maintain the highest level of security.
 - ii. SOC 1 or SOC 2 Reporting: The Offeror shall indicate whether it has service auditor's report (commonly referred to as SOC 1 or SOC 2 reports) or similar document that describes the effectiveness of the Offeror's internal control environment as it relates to data security. The Offeror shall provide upon request their current and any annual updates of these reports. The Offeror shall include in the proposal their approach to data security.
 - iii. Cybersecurity Insurance Policy: This policy will protect the City if there is a security breach of mobile payment platform. See Insurance section XVII for insurance requirements.
- R. The supporting management software must be capable to monitor usage and run corresponding reports.
- S. Providing timely maintenance services and 24/7 customer support.
- T. The equipment/components can be listed by Underwriters Laboratories (UL) or any Nationally Recognized Testing Laboratory (NRTL) that meets the requirements of OSHA in 29CFR 1910.7 for the use of "Electric Vehicle Charging Stations".
- U. The firm shall propose business model(s) that are advantageous to the end users as well as the City and promote the use of electric vehicles.

X. ELECTRIC VEHICLE CHARGING STATION MAINTENANCE SERVICE PROGRAM REQUIREMENTS

- A. The Successful Offeror shall inspect, maintain, repair, and replace EV charging stations as needed to maintain charging stations in working condition. The Successful Offeror shall provide

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all labor, material, and necessary equipment for the proper execution of each level of inspection and preventative maintenance service and parts detailed in this scope of services.

- B. Any services that have been omitted from this scope of work, which are clearly necessary, or in conformance with normal charging stations, preventive maintenance, and repair services shall be considered a requirement although not directly specified or called for in the scope of work.
- C. The Successful Offeror shall maintain and repair all charging stations, so they operate to the original manufacturer's performance specifications.
- D. The Successful Offeror shall be responsible for ensuring the safety of their employees, City employees, and the general public during performance of all services under this contract. The Successful Offeror shall ensure that all crews are fully and properly equipped to perform services promptly and safely. Employees shall be in company uniform, with company identification prominently visible when performing any work on the equipment.
- E. The Successful Offeror shall immediately notify the Contract Administrator or their designee of recall notices, warranty replacements, safety notices, or any applicable notice regarding the parts installed. Failure to report any recall, warranty replacements, safety notices or other applicable notices within 15 calendar days of notification of such information may result in termination of the contract.
- F. The Successful Offeror shall provide a single point of contact (SPOC) who is skilled, knowledgeable, and experienced in providing service and repairs to the Charging Stations. The City should have the ability to contact the Successful Offeror by e-mail, fax, or telephone to place an order for service. If the SPOC changes, the Contract Administrator shall be notified within one (1) week of the change and provided contact information for the new SPOC.
- G. The Successful Offeror shall use trained technicians for any work performed on the charging stations. Record and document damaged charging stations and/or any repairs made. Reports should be made available to the City upon request.
- H. The City's intent is to prevent maintenance problems or failures before they take place by following routine and comprehensive maintenance procedures for EV charging stations. The goal is to achieve fewer, shorter, and more predictable failures and ensure that all charging station equipment necessary to charge electric vehicles is always operating at 100% efficiency. Repeated maintenance issues, functional problems or consistent or frequent equipment down-times may constitute grounds for termination of the contract. Offeror shall provide the City a preventive maintenance schedule. Successful Offeror shall perform preventative maintenance including but not limited to the following:
 - a. Preventative Service Inspections
 - i. Output Cables - Examine cables and replace any cable that exhibits signs of damage (splits, cracks, tears, exposed conductors etc.) or excessive wear.
 - ii. Output Cables Connectors - Examine connectors and replace any connector that exhibits signs of damage (splits, cracks, exposed or pitted power pins, etc.) or excessive wear.
 - iii. Charger Exterior - Examine the exterior of the charger for signs of damage or excessive wear. Repair or replace any charger that has been damaged in such a way that conductors are exposed, or the cabinet may contact internal conductors.
 - iv. Charger Interior - Vacuum out dust from air inlet and exhaust vents. It may be necessary to vacuum out dust more frequently if unit is installed in a highly dusty environment.
 - v. Charger Interior Harness connections - Examine for signs of damage or wear in all harness connections. Repair or replace any damaged harness connections.
 - vi. Check for discoloration: - Examine high current path for signs of discoloration and replace any discolored components – making sure to use correct torque on all fasteners.

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- I. Preventive maintenance shall include, but not be limited to: inspection, testing using an emulator device, cleaning, checking connector's wires and holster, and overall functionality of the stations.
- J. All non-working charging stations shall have visible signage identifying the station(s) as being "temporarily out of service" and decommission non-working stations until repairs are completed. Offerors should identify in their proposal the standard maximum time limits for equipment down-time and/or out-of-service equipment.
- K. Decommission non-working charging stations until they are repaired. If charging stations are removed from site, all exposed wires shall be covered by junction box.
- L. The Successful Offeror must pay for electricity, capital equipment, operation and maintenance, without any upfront costs to the City.

XI. INSTALLATION REQUIREMENTS

- A. Offeror to provide full details on installation procedures and any applicable structure requirements.
- B. Offeror shall be solely responsible for the design, permitting, utility connection, and construction of all necessary infrastructure needed in order to operate each AC Level 2 electric vehicle charging station.
- C. Network connectivity will not be provided by the City.
- D. Offeror shall clean and secure the worksite on a daily basis, for the duration of the installation.
- E. Offeror shall submit for each EV Charging Station, within 30 calendar days of the installation of the EV Charging Station, a written, signed and dated certification from the Contractor's installer that the EV Charging Station has been installed (to include the date installation was completed) in accordance with all (as applicable) local, state and federal codes and is fully operational.
- F. Upon the completion of construction of each electric vehicle charging station any conduit, wire, electric vehicle ground mounting anchorage system will become the property of the City of Salem. The Offeror will retain ownership of the electric vehicle charging station, baseplate connection, and signage that is directly attached to the charging station.

XII. GENERAL INFORMATION

- A. Proposals having any erasures or corrections must be initialed by the Offeror in ink. Proposals must be signed, in ink, by an authorized officer of the firm.
- B. Proposals received after the set time for receipt shall not be considered and shall be returned unopened to the Offeror.
- C. Each Offeror may have different needs for information. It is incumbent on each Offeror to make whatever inquiries it deems necessary in order to respond to the RFP. The City assumes no responsibility for oral instructions, suggestions or interpretations. All inquiries concerning this proposal should be submitted prior to **5:00 p.m., on Friday, September 15, 2023**. If necessary, an addendum will be issued and emailed to all Offerors who were emailed the original RFP. Any such addenda shall become a part of the solicitation documents, must be addressed in the proposal, if applicable, and shall become a Contract Document. The City accepts no liability for late or non-receipt of addenda. For questions regarding this proposal, please contact:

Michelle Braxton,
Purchasing Department
114 N. Broad Street,
Salem VA 24153
Phone: (540) 375-3063
Fax: (540) 375-4057
Imbraxton@salemva.gov

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- D. No proposal may be withdrawn after opening except for clerical errors, as set forth in Section 2.2-4330 of the Virginia Code. Bidder must give the City a notice in writing of the request to withdraw a bid within two (2) business days after conclusion of opening.
- E. The City of Salem is not responsible for any costs incurred with the development and delivery of the proposal. It is the sole responsibility of the Offeror.
- F. Selected offeror must pay for electricity, capital equipment, operation and maintenance, without any upfront costs to the City.

XIII. EVALUATION CRITERIA

The evaluation of proposal responses is based on several factors. Therefore, deficiencies in an Offeror's capacity to properly service a program will significantly affect such Offeror's ranking among competitors. Offerors are welcome to submit supporting information, which describes their ability to meet the criteria and exceed the performance of other Offerors. Proposals for installation of electric vehicle charging stations should be at no cost to the City.

After receipt of proposals, the City will use the evaluation criteria in selecting the offeror(s) for negotiation and recommendation for award of the contract(s). Interviews may or may not be conducted for the purpose of clarification.

Selection of the successful proposal will be based upon submission of proposals meeting the selection criteria. Proposal evaluations will be based on a points scale, using the following minimum selection criteria:

Evaluation Criteria:

- A. Firm's ability to provide all services listed in Scope of Work, Specifications, Electric Vehicle Charging Station Maintenance Service Program Requirements, and Installation Requirements.
- B. Expertise and past experience of the Offeror providing AC Level 2 electric vehicle charging stations.
- C. Expertise, experience, and qualifications of the Offeror's personnel relevant to the RFP.
- D. References for projects completed by the Offeror.

XIV. METHOD OF AWARD

Once proposals have been evaluated, selection shall be made based on the factors as stated in this Request for Proposal. Informal interviews may then be conducted with those selected. If one Offeror is clearly more highly qualified and suitable than the others under consideration, a Contract may be awarded to that Offeror without an interview process.

Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the RFP, including resumes of qualified employees, and any other information or factors deemed relevant by the City, shall be utilized in the final award.

XV. RELEASE OF INFORMATION AND AWARD ANNOUNCEMENT

As this is a Request for Proposal, no information regarding the identity of the Offeror nor the contents of the proposal submittal will be released until after the negotiation process. If your proposal contains information of a proprietary nature, the information must be noted and an explanation submitted on Attachment B - Proprietary Information Form.

Upon the award or the announcement of the decision to award, the City will notify all Offerors, in writing, that submitted a proposal. All materials submitted in response to this RFP become the property of the City of Salem upon delivery to the City of Salem and are subject to public inspection in accordance with the Virginia Freedom of Information Act.

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XVI. REJECTION AND AWARD OF PROPOSAL

The City of Salem reserves the right to cancel this RFP and to reject any or all proposals. The City also reserves the right to waive any informality or irregularity in any proposal received and to award to the Offeror whose proposal is, in the opinion of the City, in its best interest.

XVII. INSURANCE

By signing and submitting an offer for this solicitation, the Offeror certifies that if awarded the Contract, it will have the following insurance coverage at the time the work commences. The insurance specified herein shall name the City of Salem as an additional insured under the General Liability Policy. The Offeror shall provide to the City, Certificate of Insurance evidencing the coverages indicated below. Such certificates shall be furnished prior to commencement of Offeror's services and at renewals thereafter during the life of the Contract. Additionally, it will maintain these during the entire term of the Contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission.

A thirty (30) day written notice of cancellation or non-renewal shall be furnished by certified mail to the Purchasing Agent at the address indicated on the solicitation.

The limits of liability for the insurance required are as follows:

1. Workers' Compensation:	Statutory
2. Employer's Liability	
1. Each Accident:	<u>\$100,000</u>
2. Disease, Policy Limit:	<u>\$500,000</u>
3. Disease, Each Employee:	<u>\$100,000</u>
3. General Liability	
1. Each Occurrence (Bodily Injury and Property Damage):	<u>\$1,000,000</u>
2. General Aggregate:	<u>\$2,000,000</u>
4. Excess Umbrella Liability	
1. Each Occurrence:	<u>\$5,000,000</u>
2. General Aggregate:	<u>\$5,000,000</u>
5. Automobile Liability	
1. Bodily Injury: Each Accident	<u>\$1,000,000</u>
2. Property Damage: Each Accident	<u>\$1,000,000</u>

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Cyber Liability Insurance with limits not less than \$1,000,000 per occurrence or each claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor/Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, cyber extortion, social engineering, infringement of intellectual property, including but not limited to invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and altercation of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

XVIII. GENERAL TERMS AND CONDITIONS

Vendor: The general terms and conditions, which follow, apply to all purchases and are an integral part of each purchase order issued by the City of Salem, Virginia unless otherwise specified. Vendors are expected to fully inform themselves of these terms and conditions and failure to do so will be at the vendor's own risk and relief cannot be secured on the plea of ignorance. Subject to the state and local laws and all rules, regulations and limitations imposed by legislation of the federal government.

Acceptance: This purchase order constitutes Buyer's offer to Seller upon the terms and conditions stated herein and shall become a binding contract based on the terms and conditions set forth herein when it is accepted either by Seller's acknowledgement or performance.

Entire Agreement: These terms and conditions, any other special conditions and specifications contained in any other documents referenced shall constitute and represent the complete and entire agreement between the Buyer and Seller and supersede all previous communications, either written or verbal with respect to the subject matter of this purchase order.

Changes, additions, deletion: No changes, additions, deletions or substitutions of specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charge or price will be permitted without the prior written approval of the from the Purchasing Office of the City of Salem.

Cooperative Procurement: Unless specified in the solicitation, other localities are not authorized to piggyback off the specific proposal or bid.

Contractual Disputes: All claims that may arise under this contract shall be resolved through the procedure set forth in City of Salem's Purchasing Policy and Procedures Manual Section 4007.

Delivery: Delivery shall be FOB Destination. If otherwise, the exact cost to deliver shall be as shown.

Delivery Date/Time: Deliveries shall be strictly in accordance with the schedule set out or referred to on the purchase order and in exact quantities ordered. Delivery shall be made during the working hours of Monday thru Friday 8:00 am – 3:30 pm unless otherwise specified or prior approval for another period has been obtained.

Tax Exemption: The City of Salem and Salem City Public Schools are exempt from State Sales Tax and Federal Excise Tax. The City of Salem Finance Department upon request shall furnish tax Exemption Certificate. The City's Federal Tax ID number is 54-6001593. This tax-exempt status does not transfer to the contractor for any taxes associated with the work under this contract. The contractor will pay all sales, consumer, use, and other similar taxes required by the law of the place where the work is performed.

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Condition of Item: All items delivered shall be new, current model year, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated. Verbal agreements to the contrary shall not be recognized.

Substitutions: No substitutions or cancellations shall be permitted without prior written approval from the City of Salem Purchasing Department.

Antitrust: By entering into a contract, the Offeror conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City under said contract.

Indemnification: The contractor agrees to be responsible for, indemnify, defend and hold harmless the City, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Workers' Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless the City, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contractor.

License Requirements: All firms having a business location or office in the City of Salem, Virginia are required to be licensed in accordance with the City's Business, Professional and Occupational Licensing (BPOL) Tax Ordinance. Wholesale and retail merchants without a business location in the City are exempt from the requirement. Questions concerning the BPOL tax should be directed to the Commissioner of the Revenue, telephone number (540) 375-3019.

Method of Payment: Upon satisfactory delivery of the merchandise or satisfactory completion of the services all invoices and statements shall reference the purchase order number and be submitted to: City of Salem, Finance Department, P.O. Box 869, Salem, Virginia 24153. The prices and payments shall be full compensation for the labor, tools, equipment, transportation, overhead and all other incidentals necessary to complete the specified terms and conditions.

Anti-Discrimination: By acceptance of the purchase order, all Offerors certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 11-51 of the Virginia Public Procurement Act which provides: During the performance of this contract, the contractor agrees as follows: The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

Drug Free Work Place: Offerors must comply with Section 2.2-4312 of the VA Public Procurement Act, Drug Free work place.

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Insurance: Prior to the start of any work under the contract, the Contractor shall provide to the City, Certificate of Insurance Forms approved by the City and maintain such insurance until the completion of all project orders issued under the contract. The minimum limits of liability shall be: Workers' Compensation – Standard Workers Compensation Policy Broad Form Comprehensive General Liability -- \$1,000,000 Combined Single Limit coverage to include: Premises-Operations; Products/Completed Operations; Contractual; Independent Contractors; City and Contractor's Protective; Personal Injury (Libel, Slander, Defamation of Character, etc.); Automobile Liability - \$1,000,000 Combined Single Limit.

Ethics In Public Contracting: By submitting the proposal, all Offerors certify and warrant that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.

Applicable Law And Courts: Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with applicable federal, state and local laws and regulations.

Gifts By Offeror, Contractor Or Subcontractor: No Offeror, contractor or subcontractor shall confer on any public employee having official responsibility for the procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

Material Safety Data Sheets: Material Safety Data Sheets and descriptive literature shall be provided with the bid or delivery for each chemical and/or compound offered and/or purchased.

Sellers Responsibility: Sellers shall examine the Purchase Order and shall exercise their own judgment as to the nature and total amount of all work to be done. No plea of ignorance of conditions that exist or may later exist, or if conditions or difficulties that may be encountered in the work as a result of failure to make the necessary examination and investigation will be accepted as an excuse for any failure or omission on the part of the Seller to fulfill in every detail the requirements of the purchase order, or will be accepted as a basis for any claims whatsoever for extra compensation.

Default: In case of failure to deliver the reports, documents or services in accordance with the contract terms and conditions, the City, after due oral and written notice, may procure from other sources and hold Contractor responsible for any resulting additional procurement and administrative costs. This remedy shall be in addition to any other remedies, which the City may have.

Assignment: Neither party shall assign the Purchase Order without the prior written consent of the other party nor shall any purchase order be assigned to any party that is debarred from doing business with or in the Commonwealth of Virginia.

Valid Purchase Order: In order for a Purchase Order of the City of Salem to be valid, it must be executed by an authorized person as defined in the Code of the City of Salem, Virginia.

Debarment Status: By accepting Purchase Order, all Offerors certify that they are not currently barred from submitting proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently barred from submitting proposals on contracts by any agency of the Commonwealth of Virginia.

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Compliance with federal state, and local laws and federal immigration law; required contract provisions: The City shall provide in every written contract that the contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

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ELECTRIC VEHICLE CHARGING STATIONS

ATTACHMENT A
REFERENCE FORM

Name of Entity: _____

Contact: _____ Title: _____

Address: _____

Telephone: _____ Length of Business Relationship: _____

Email: _____

Description of Services Performed: _____

Name of Entity: _____

Contact: _____ Title: _____

Address: _____

Telephone: _____ Length of Business Relationship: _____

Email: _____

Description of Services Performed: _____

Name of Entity: _____

Contact: _____ Title: _____

Address: _____

Telephone: _____ Length of Business Relationship: _____

Email: _____

Description of Services Performed: _____

If additional space is needed, please list on a separate sheet and include in the sealed Proposal.

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ATTACHMENT B - PROPRIETARY INFORMATION FORM

Identify the data or other materials to be protected and state the reasons below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the proposal.

Confidentiality Reference Protection in accordance with the Code of Virginia, Section 2.2-4342.

Section/Title: _____ Page(s) #: _____

Reason(s) for Withholding from Disclosure:

Section/Title: _____ Page(s) #: _____

Reason(s) for Withholding from Disclosure:

Section/Title: _____ Page(s) #: _____

Reason(s) for Withholding from Disclosure:

If additional space is needed, please list on a separate sheet and include in the sealed Proposal.

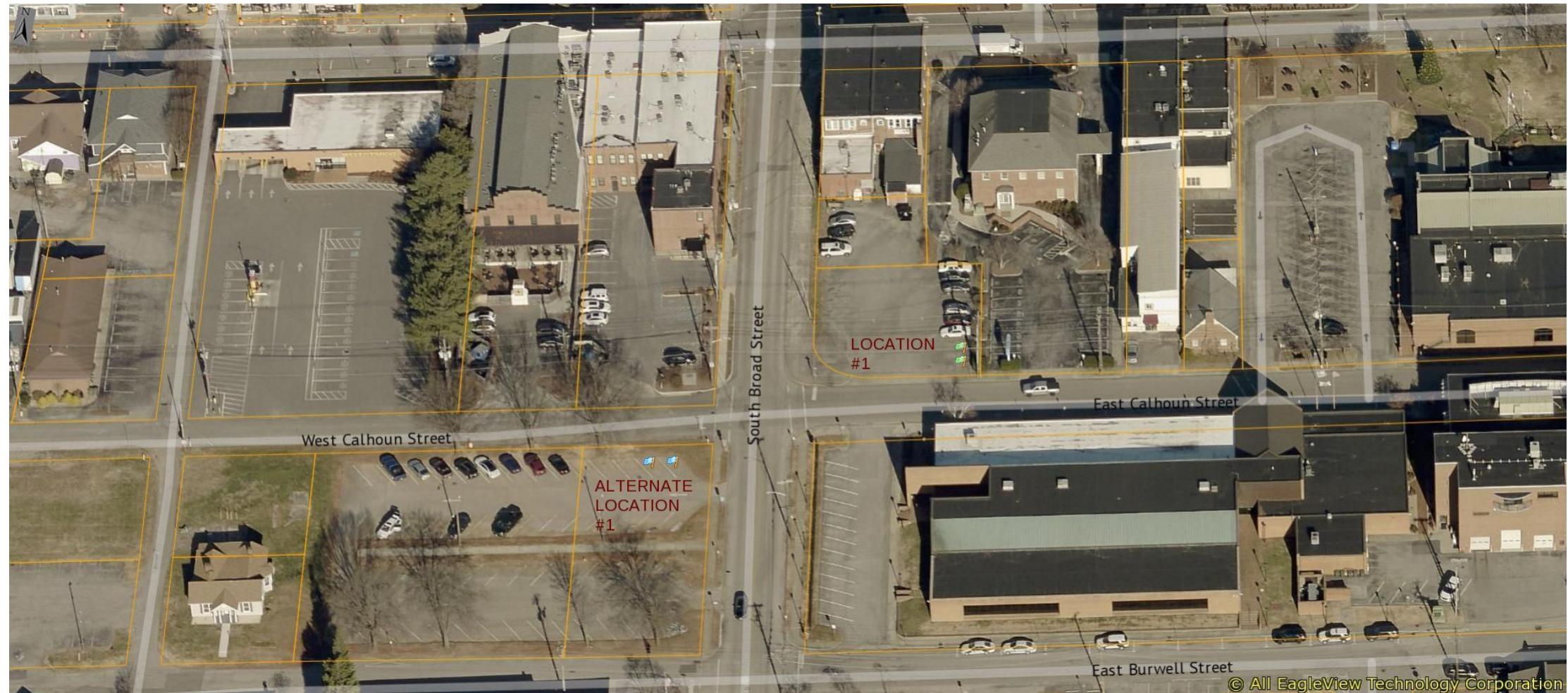
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ATTACHMENT C

ELECTRIC VEHICLE CHARGING STATION LOCATIONS

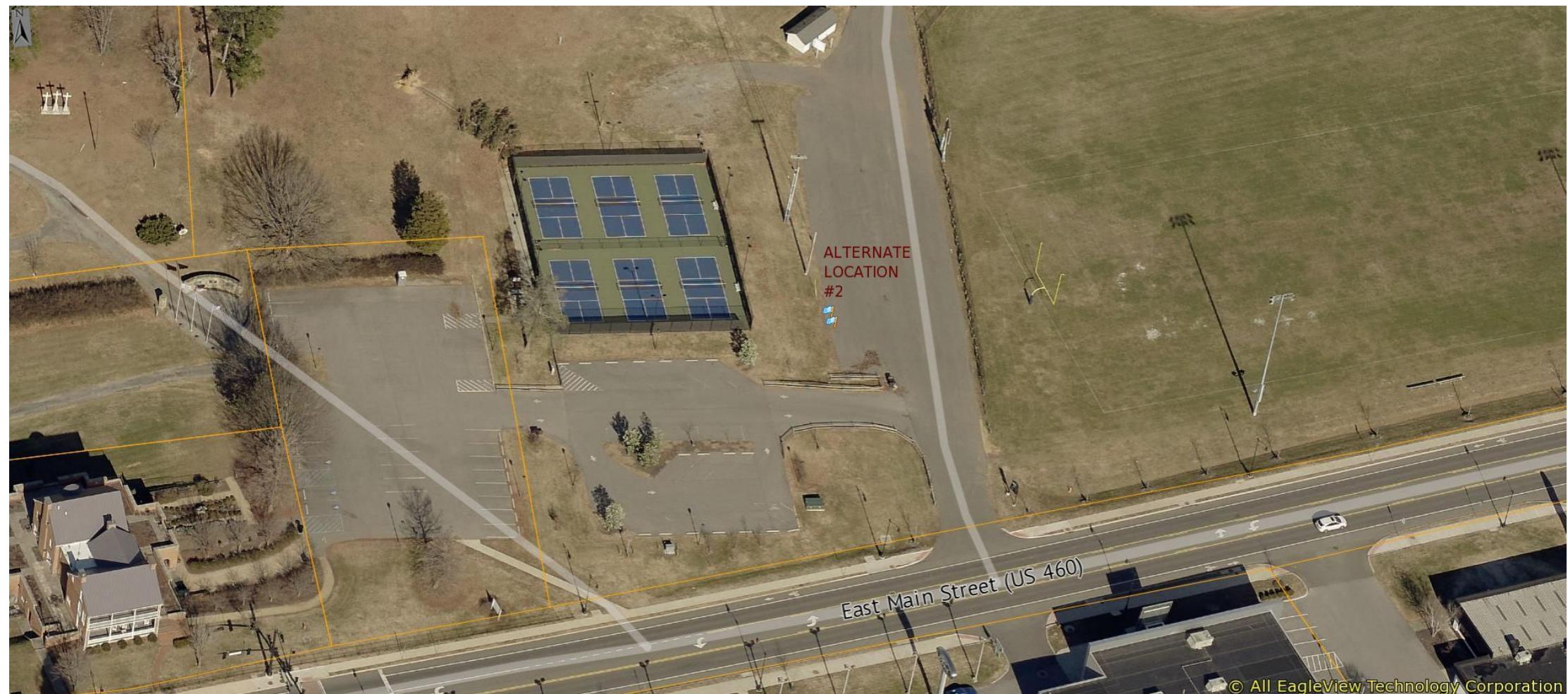
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DOWNTOWN (#1 / ALT #1)



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OAKEYS (#2)



CIVIC CENTER (#3)



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END OF RFP # 2024-003