

# **REGIONAL DISTRICT OF OKANAGAN- SIMILKAMEEN REQUEST FOR PROPOSALS**

## **SUPPLY & OPERATION OF LEVEL 2 & LEVEL 3 CHARGERS FOR ELECTRIC VEHICLES**

**ISSUE DATE: 9<sup>th</sup> January, 2024**

**CLOSING DATE: 2<sup>nd</sup> February, 2024 @ 2:00 PM, Local Time**

## REQUEST FOR PROPOSALS

### SUPPLY & OPERATION OF LEVEL 2 & LEVEL 3 CHARGERS FOR ELECTRIC VEHICLES

#### Summary

The Regional District of Okanagan-Similkameen (RDOS) is seeking a qualified vendor to supply and operate Level 2 and Level 3 chargers as part of RDOS EV Charging Infrastructure Project funded by the Zero Emission Vehicle Infrastructure (ZEVIP) Program. The installation of EV charging infrastructure is in alignment with RDOS's policy and plans, as well as the plans of municipalities and surrounding areas in the Thompson-Okanagan Region. By installing the proposed EV chargers, the Regional District will be supporting the transition to electric vehicles.

Proposals may be submitted to:

Regional District of Okanagan-Similkameen,  
Reception, 101 Martin Street, Penticton BC V2A 5J9  
up to 2:00pm local time on the closing date.

Proposals may also be sent electronically with the subject: "Name of the Company - For RDOS EV Charging Project" to the following email address:

[ev@rdos.bc.ca](mailto:ev@rdos.bc.ca)

***Questions will not be accepted or answered after 23<sup>rd</sup> January, 2024 @ 2:00 PM.***

**\* PROPOSALS WILL NOT BE OPENED IN PUBLIC \***

In order to submit a response to this RFP, the Respondent **MUST** be registered as a Plan taker on the BC BID Website:

<https://www.bcbid.gov.bc.ca/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage>

Only by being registered, can a Respondent be certain to receive addenda notifications. It is the Respondent's (Plan taker's) responsibility to acknowledge all Addenda.

**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN - REQUEST FOR PROPOSALS  
SUPPLY & OPERATION OF LEVEL 2 & LEVEL 3 CHARGERS FOR ELECTRIC VEHICLES**

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# 1 RFP Contents

This Request for Proposals (the “RFP”) is organized into the following parts:

- **Part A - Background**
- **Part B - The Services** – full details of the Contracting Services required.
- **Part C - The RFP Process** – the process for submissions, evaluation, and award of the Contract.
- **Part D - The Contract** – the Contract the District will enter with the selected Contractor.
- **Part E – RFP Forms** – Sample forms a Respondent should use to submit the information necessary to evaluate the Respondent.


## 2 Part A - Background

RDOS serves approximately 80,000 people in the Southern Interior of British Columbia. The constituent communities have a strong commitment to climate action and reducing the Regional District’s carbon footprint in support of the Pan-Canadian Framework on Clean Growth. Due to the massively increasing demand for EVs in BC with 15.5% of new vehicle registrations being EVs in Q2 2022, demand for charging in the region must rapidly scale up to match. The Regional District is planning numerous locations used by locals, tourists and RDOS fleet vehicles to maximize the usage potential of the facilities

The Regional District of Okanagan-Similkameen (RDOS) has received Federal grant funding to perform a Zero Emission Vehicle Infrastructure (ZEVIP) Project. As part of the Federal grant received, the RDOS will install and operate eighteen (18) Level 2 and four (4) Level 3 Charging Stations for workplace and public electric vehicles at the locations listed below (Part B).

The installation of EV charging infrastructure is in alignment with RDOS’s policy and plans, as well as the plans of municipalities and surrounding areas in the Thompson-Okanagan Region. By installing the proposed EV chargers, the Regional District will be supporting the transition to electric vehicles for fleet, community and visitor’s to the region.

### 2.1 Definitions Used in this RFP

	The following are definitions used in this RFP document. Whenever one of the following terms is used with a capitalized first letter, the term shall have the meaning as set out below.
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- 1.1. “Addenda” or “Addendum” means additional information or amendments to this RFP, issued by the RDOS in accordance with Section 4.2 Timetable.
- 1.2. “Contract” means a written contract for the provision of the DC Fast Charger & Payment System that may result from this RFP, executed between the RDOS and the successful Respondent.

- 1.3. “Proposal” means a Proposal submitted by a Respondent in response to this RFP.
- 1.4. “RDOS” or “Regional District” means the Regional District of Okanagan-Similkameen.
- 1.5. “Respondent” means a person or entity that submits a Proposal to this RFP.
- 1.6. “RFP Closing Date and Time” means the date and time that Proposals to this RFP must be received in accordance with Section 4.2.2. The time will be determined by the RDOS web clock.
- 1.7. “RFP” means this Request for Proposals (Supply & Operation of Level 2 & Level 3 Chargers for Electric Vehicles), including all forms.
- 1.8. “Section” means the numbered section of the referenced part of this RFP.
- 1.9. “Services” means the services which the RDOS seeks to be provided by the successful Respondent, as outlined in schedule A.
- 1.10. “Sub-Contractor” means a person, partnership, firm or corporation that the Respondent proposes to contract with to deliver part of the Services, in a subordinate relationship to the Respondent.
- 1.11. “Zero Emission Vehicle Infrastructure (ZEVIP) Project” means the requirement which the RDOS seeks to be provided by the successful Respondent, as outlined in schedule A.

### **3 Part B – The Services**

#### **3.1 Scope of RFP**

The Services required by the RDOS are outlined here, being the supply, and operation and maintenance of EV chargers for future installation (NOTE: The electrical upgrades and installation of the EV chargers is to be included in a separate RFP).

The locations, number and the type of the chargers are detailed in the table below:

**Table 1 – Charger Locations**

<b>Location</b>	<b>Number of Chargers</b>	<b>Type of charger / Capacity</b>	<b>Primary Use</b>
1655 Reservoir Road, Penticton	2	Wall Mount/7.2 kW or eq.	Workplace
224 Robinson Ave, Naramata	2	Wall Mount/7.2 kW or eq.	Workplace + Public

<b>Location</b>	<b>Number of Chargers</b>	<b>Type of charger / Capacity</b>	<b>Primary Use</b>
1109 Willow St, Okanagan Falls	1	Pedestal/7.2 kW or eq.	Workplace + Public
132 1 St, Tulameen	1	Wall Mount/7.2 kW or eq.	Public
101 Martin Street Main, Penticton, RDOS Office	6 2	Wall Mount/7.2 kW or eq. Concrete pad/50 kW or eq.	Workplace + Public
311 9 St, Keremeos, BC	4 2	Pedestal Mount/7.2 kW or eq. Concrete pad /50 kW or eq.	Workplace + Public
1765 Reservoir Road, Penticton	2	Wall Mount/7.2 kW or eq.	Workplace

### **3.2 Supplier Requirements**

The supplier must have:

- Well documented experience and references for projects in supplying and operation of level 3 - DCFC chargers and level 2 chargers in British Columbia for local governments.
- Proprietary software used for managing EV charging station.
- A comprehensive operational and maintenance package, and an extended warranty for the chargers.
- Clearly laid out applicable fees, including Network fees, transaction fees, and other applicable operation and management fees for chargers in the proposal.

Additionally, the supplier will be required to:

- Supply the chargers within the outlined timeline in Section 3.6.
- Coordinate with electrical contractor and RDOS for installation and commissioning of the chargers.
- Provide quarterly reports on: Charging Fees, Gross Revenues, Taxes charged for the Charging Services and paid to the relevant tax authorities, Net Revenues, Transaction Fees and the resulting Distributable Revenues to the owner after the chargers are open to its intended users.

- Provide an annual report on electricity use for charging EV and carbon avoidance as a result. The report shall enable the owner to apply for carbon credit after the chargers are open to its intended users.
- Be responsible for the day-to-day operations of the charging stations after the chargers are open to its intended users, including:
  - o Proactively monitoring the chargers in real time
  - o Performing remote diagnosis where the issue may be resolved remotely, or personnel will be dispatched to physically repair chargers.
  - o Providing customer service support to any members of the public who may use the chargers.
  - o Managing payment schemes and updates.
  - o Communicating to the Owner (specifically the Sustainability Manager) on any changes or concerns relating to the Charging Stations
- Provide a comprehensive technical support package for all stations for a post-installation yearly service fee, and annual preventative maintenance package (DCFC – Level 3 chargers only) after the chargers are open to its intended users that includes
  - o Re-torquing of power connections (temperature variations cause bolts to loosen over time)
  - o Inspection, cleaning or replacement of air filters (dirty filters impair cooling and may lead to overheating)
  - o Inspection and cleaning of both charging connectors.
  - o Lubrication of CHAdeMO connector
  - o Inspect gaskets.
  - o Interior and exterior cleaning
  - o Hardware updates (when applicable)
  - o Initiating a self-diagnostic software maintenance algorithm to validate various component functionalities (with on-site technician interaction)

### **3.3 Technical Requirements**

The provided chargers are required to meet the following technical requirements.

#### **3.3.1 Level 3 – DCFC Chargers**

- 50 kW output or equivalent.
- Must be CSA certified.
- 480 V or equivalent
- Supports both DC fast charging standards: CHAdeMO and SAE Combined Charging System.
- NEMA type 3R casing, reliable and designed to withstand harsh weather and corrosion.

- Hardware communications protocol within the Level 3 Chargers must integrate with selected network management platform. The following information and controls must be available from the Level 3 Charger to the Network Operations Centre (NOC):
  - Error messages
  - Control functions
  - Operating data
  - Status

### **3.3.2 Level 2 Chargers**

- 7.2 kW output or equivalent.
- Compatible with incoming voltage 208V-240V.
- Provides over-current protection that prevents circuit breaker trips; and
- Must be CSA certified.
- Supports universally compatible SAE J1772 connector standard.
- Option of either single- or dual-port options.
- Hardware communications protocol within the Level 2 EV charging station must integrate with selected network management platform.
- NEMA 4X aluminum casing for climate resistance and durability.
- Includes a 25-foot or equivalent length cable to reach charging ports on any vehicle.
- The following information and controls must be available from the Level 2 EV charging station to the Network Operations Centre (NOC):
  - Error messages
  - Control functions
  - Operating data
  - Status

## **3.4 Functional Requirements**

The provided chargers are required to meet the following functional requirements.

- The chargers should have cellular connectivity to a data network prior to shipping the unit(s) to the Owner. The data network is to be discussed as part of the procurement process.
- In the case where separate companies provide network services and hardware (i.e. – non-vertically-integrated companies), it is the responsibility of the Respondent to identify a complementary partner and enter into an agreement with them. For example, a network provider wishing to submit a proposal must submit a joint proposal with an EV Charging Station manufacturer for consideration.



- The chargers must be able to access through a Web Portal that can be used to manage one or more Charging Stations. The portal must have following features:
  - Display showing status of each charging station and usage data (including energy consumption, charging duration and monetary transactions)
  - The ability to set charging fees for fleet, staff and public.
  - The ability to set date ranges for reporting and export data as a .CSV file.
  - The ability to authorize private access by Owner's designates to the Charging Station through the Owner's Web Portal by adding Access Cards or mobile application credentials in the memory of the Charging Station.
  - The ability to remote configure the Charging Station, including remote troubleshooting and remote restart.
- Supplier is responsible for arranging roaming capability with the other EV charging networks in municipalities across RDOS, mostly comprised of Flo. Roaming capability includes the ability for members of any one of the aforementioned networks to access and charge their vehicle at the Preferred Respondent's EV charging station without enrolling in the Preferred Respondent's network.
- Interval metering data during charging sessions – One data point per five-minute charging session interval minimum required. One data point per minute or more frequently is preferred. Data should be available to management software for post-event host data collection (mandatory) and real-time customer feedback during a charging session (preferred).
- Default mode in case of lost network connectivity – Level 3 and Level 2 station(s) must automatically continue to provide a charge to the EV if station loses network connectivity or if remote station management system is offline.
- Level 3 DCFC Emergency stop switch – Level 3 DCFC restoration after the emergency stop button has been used must not require access to any power switches or disconnects upstream or inside the EV charging station. Restoration must be possible through customer reset of the DCFC's emergency stop button.

#### **3.4.1 Reliability Measures**

- DCFC Only: Power module management (only applicable to modular power architectures) – In the event of a power module failure, the DCFC must automatically reconfigure to provide a charge at a de-rated power level.
- Vendor technical support – Initial response within 24 hours, 72 hours over weekend (mandatory). Immediate 24/7 response (preferred).
- Remote troubleshooting and firmware updates (preferred).
- Remote hard reset and soft reset.
- Low impact on power factor (preferred).

- Documentation of network operation in the event of removal of Software-As-A-Service component (preferred). Requirements of the vendor include, but are not limited to:
  - Providing software allowing communication with the EV charging station
  - Providing passwords to change EV charging station settings, if required to do so.
  - Providing documentation on how to make changes to EV charging station configuration.

### **3.4.2 Payment System**

- Data networks must be compliant with the Payment Card Industry Data Security Standard (PCI DSS) and have the ability to collect user fees and direct them to specified financial account(s). Network should have the option for smart card authentication. Payment collection functionality that offers the most flexible pricing options and multiple payment modes (e.g. – RFID card, credit card, smartphone app, etc.) is desirable.
- Charging station must be capable of collecting Charging Fees from: (i) a User Account; (ii) a credit card payment via the mobile application; (iii) in the case of Users who scan a QR code displayed on the Charging Station allowing credit card payment via smart phone, a credit card payment; or (iv) a User's account with a roaming network with which the supplier has a currently in-effect roaming agreement.
- Charging station must be able to offer at least 3 levels of charging tariff (for example: 1) RDOS Fleet, 2) RDOS Staff, and 3) General Public).
- Charging station must be capable of issuance of payment notifications via e-mail to each User after each Charging Service including detailing any Taxes collected; declaration and remittance to the proper authorities of applicable Taxes on the Charging Services; and Management of User disputes and payment errors and, if appropriate, reimbursements related to the transfer of funds to User Accounts and the Charging Services.

### **3.5 Acceptance of System**

If the units are unable to function as indicated above, the Preferred Respondent will be responsible for any costs related to the failed unit and for shipping the unit back to the manufacturer.

The Preferred Respondent shall have no recourse against the RDOS for any costs related to the failed unit(s), any resulting damage, or associated shipping and handling costs. If the vendor is unable to provide a replacement unit installation within 10 business days of request, the RDOS reserves the right to discontinue any further negotiations with that Preferred Respondent and shall have no further obligation to it.

### 3.6 Supply and delivery schedule – Mandatory requirement

The following are the expected timeline for delivery of the chargers; however, the date can be revised later depending on changes in circumstances. It is expected the Respondent provides a Gantt chart detailing the supply and delivery schedule.

**Table 2 – Supply & Delivery Phases**

Phase	Date	Number of Level 2 and Level 3 Chargers
<b>First</b>	March 15, 2024	10 – Level 2, and 2 – Level 3
<b>Second</b>	July 15, 2024	8 – Level 2, and 2 – Level 3

### 3.7 Project invoicing

The project will follow the invoicing schedule outlined below:

- Full payment of the project fee will be by March 31, 2024.
- Liquidated damages in the amount of \$50 dollars per unit per day shall be charged against the Contractor and offset from the contract, by the Regional District, for each day the agreed delivery schedule is delayed for the required charger volumes.

### 3.8 Milestone Dates

**Table 3 – Milestone Dates for Project**

Milestone	Date
<b>Request for Proposal Issued</b>	9 <sup>th</sup> of January 2024
<b>Request for Proposal Awarded (estimated)</b>	22 <sup>nd</sup> of February 2024
<b>Delivery of Chargers &amp; Accessories</b>	Phase 1: 21 <sup>st</sup> of March 2024 and Phase 2: 21 <sup>st</sup> of July 2024
<b>Vendor Training for RDOS Staff</b>	5 <sup>th</sup> of March 2024
<b>Commission Fast Charger &amp; Payment System</b>	1 <sup>st</sup> of August 2024 and 31 <sup>st</sup> of December 2024

### **3.9 Form of Services Contract**

An example of the basic form of contract the Regional District proposes to enter for the contractor services is attached as **Part D** of this RFP. The Regional District may require modifications to the form of contract to address the specific requirements of this RFP, the content of the preferred proposal and subsequent negotiations.

### **3.10 No Contractual Obligations As a Result of RFP or Proposal**

This is a request for proposals only, and not a call for tenders or request for binding offers. Nothing in this RFP is intended to constitute an offer of any kind by the RDOS and no contractual obligations whatsoever (including “Contract A”) shall arise as a result of the submission of a proposal in response to this RFP.

## **4 Part C – RFP Process**

### **4.1 Proposal Content**

#### **4.1.1 Covering Letter**

A covering letter signed by an authorized representative of the Respondent, outlining the proposal and stating that the information contained in the proposal accurately describes the services to be provided.

#### **4.1.2 After Sales Service**

- Describe mobile service and ability to schedule and provide services within the Regional District of Okanagan-Similkameen.
- Describe current OEM parts inventory and how this will minimize system downtime.
- Describe how warranty repairs will be coordinated post sale.
- Proposals should offer detailed cost savings opportunities, rebate programs, savings obtained through milestone payments or other opportunities that exist but are not discussed in this document. Please quantify and detail the cost savings and other value-added services in your submission.

#### **4.1.3 Respondent’s Team**

A list of the individuals forming part of the Respondent’s team that is to provide the requested Respondent services, including a description of everyone’s role and a copy of each team member’s resume acting in a supervisory role.

#### **4.1.4 Scheduling**

The proposal shall include a schedule for the delivery of the Services which will work within the Milestone Dates provided in Table 3, page 10.

#### **4.1.5 Fees & Disbursements**

The proposal will set out all fees and costs to be charged to the Regional District to complete the DC Fast Charger & Payment System project. Please refer to Sections 1.4 and 1.7 in the “*Price, Specification and Experience RFP Form*” provided as an RFP Addendum.

#### **4.2 RFP Process**

##### **4.2.1 Questions Regarding this RFP**

Any question a Respondent has related to this RFP process must be submitted to the RDOS in writing (ev@rdos.bc.ca). Questions regarding this RFP must not be submitted to the RDOS via any other method. Answers to questions received will be provided either directly to the Respondent or via an addendum to all Respondents, through the BC Bid System. Information obtained from any source other than the RDOS through the BC Bid System is unofficial and must not be relied upon as part of this RFP.

All questions regarding this RFP must be submitted prior to the ‘Deadline for Questions’ detailed under Section 4.2 of this RFP. Questions received after the Deadline for Questions will be addressed if time permits.

The Respondent is solely responsible for seeking any clarification required regarding this RFP, and the RDOS shall not be held responsible for any misunderstanding by the Respondent.

##### **4.2.2 Timetable**

This RFP process will run to the following timetable. This timetable may be amended at the RDOS’s discretion through the issuance of addenda to this RFP.

**Table 4 – RFP Timetable**

<b>Event</b>	<b>Date</b>
<b>Issue Date of this RFP</b>	9 <sup>th</sup> of January 2024
<b>Deadline for Questions</b>	23 <sup>rd</sup> of January 2024, 2pm PST
<b>Last Day for Issue of Addenda</b>	26 <sup>th</sup> of January 2024
<b>RFP Closing Date and Time</b>	2 <sup>nd</sup> February 2024, 2pm PST
<b>Contract Awarded (estimated)</b>	22 <sup>nd</sup> of February 2024

Proposals may be submitted by hand to:

**Regional District of Okanagan-Similkameen,  
Reception, 101 Martin Street, Penticton BC V2A 5J9**

up to 2:00pm local time on the closing date.

Proposals may also be sent electronically to the following email address:

**Suraj Baral**  
ev@rdos.bc.ca

**Please Note:** Respondents are cautioned that the timing of their proposal submission is based on when the Proposal is received by the RDOS. Proposals submissions can be delayed due to file size, transmission speed and other factors. For this reason, it is recommended that the Respondent(s) allow sufficient time to deliver or email their Proposal, including all attachments and other submission details.

The RDOS assumes no responsibility for the receipt of Proposals where the instructions detailed above have not been complied with.

#### **4.3 Amendment of a Proposal by Respondent**

A Respondent may amend a Proposal at any time up until the RFP Closing Date and Time. Amendments may be submitted in the same way as the original Proposal, as detailed in Section 4.3 of this RFP.

#### **4.4 Withdrawal of a Proposal by Respondent**

A Respondent may withdraw a Proposal that is already submitted at any time throughout the RFP process, including after the Closing Date and Time. To withdraw a Proposal before the Closing Date and Time, the Respondent must contact the RDOS in writing in the same manner as the original submission. To withdraw a Proposal after the Closing Date and Time, the Respondent shall submit a request in writing to:

**Attn:**

**Suraj Baral**  
**Community Energy Specialist**  
**Regional District of Okanagan-Similkameen 101 Martin Street, Penticton, B.C. V2A 5J9**  
**AND/OR ev@rdos.bc.ca**

#### **Addenda Issued by RDOS:**

This RFP may only be amended by way of an Addendum issued in accordance with this Section. At any time up until the Closing Date and Time, the RDOS may issue an Addendum to amend, clarify, or answer questions related to this RFP. Each Addendum will be issued through the BC Bid portal. Each Addendum will form an integral part of this RFP. Respondents are solely responsible for checking for

Addenda up until the Closing Date and Time. If the RDOS deems it necessary to issue an Addendum after the Last Day for Issue of Addenda, as detailed in Section 4.2.2, then the RDOS may extend the RFP Closing Date and Time to provide Respondents with more time to complete their Proposal.

Respondents are required to acknowledge all addenda issued by the RDOS, using the Addenda Acknowledgement form, on page 6 of the Price, Specification and Experience RFP Form to be included with the Respondent's submission.

**Send General and Technical Enquiries to:**

Email: [ev@rdos.bc.ca](mailto:ev@rdos.bc.ca)

**4.5 Evaluation of Proposals & Award of Contract**

The RDOS will conduct the evaluation of Proposals and selection of a successful Respondent in accordance with the process detailed in this Section. Evaluation of Proposals will be by an evaluation committee which may include RDOS employees and/or Consultants. The RDOS's intent is to enter a Contract with the Respondent who has met all mandatory criteria and who has the highest overall ranking based, on this evaluation process.

**4.5.1 Mandatory Criteria**

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration in the evaluation process.

**Mandatory Criteria:**

The Proposal must be received by the RFP Closing Date and Time, in accordance with the requirements of Section 4.2.2 (timetable) and include the following (see Price, Specification and Experience RFP Form):

- Price, Specifications and Experience form
- Exceptions to contract form page
- Addenda Acknowledgement form page
- Conflict of interest form page

**4.5.2 Scored Criteria**

Proposals that meet all the Mandatory Criteria will be further assessed against the following scored criteria.

**EVALUATION SCORE SHEET**

NOTES:

<b>PROJECT: SUPPLY &amp; OPERATION OF LEVEL 2 &amp; LEVEL 3 CHARGERS FOR ELECTRIC VEHICLES</b>		<b>POOR</b>	<b>MARGINAL</b>	<b>FAIR</b>	<b>GOOD</b>	<b>OUTSTANDING</b>	<b>TOTAL OF 100</b>
<b>RESPONDENT:</b>							
<b>CRITERIA</b>	<b>WEIGHT</b>	<b>0.4</b>	<b>0.5</b>	<b>0.7</b>	<b>0.9</b>	<b>1</b>	<b>MAX PTS 100</b>
<b>Corporate experience and qualifications</b> <ul style="list-style-type: none"> <li>Respondent demonstrates experience on projects with similar scope and needs</li> <li>Qualification and experience</li> <li>Strength of Team proposed</li> <li>Reference projects</li> </ul>	15						
<b>Chargers Specification and Functionality</b> <ul style="list-style-type: none"> <li>Conformity with specifications provided</li> <li>Technical &amp; warranty support offered</li> <li>Work plan meets or exceeds the RDOS needs</li> <li>Demonstration of any "value added service" the Respondent provides</li> <li>Ease of client access</li> </ul>	35						
<b>Pricing of Chargers (supply, commissioning etc.)</b>	20						
<b>Operational Fees</b>	10						
<b>Customer &amp; Technical Support, Warranties and Other Support</b>	10						
<b>Schedule and flexibility in delivery of the project</b>	10						
<b>EVALUATION TOTAL:</b>							



#### **4.5.3 Scoring Method**

The following method will be used to score the criteria:

- Price: Price will be scored relative to other Respondents using the following formula:

- $Lowest\ Price \div Respondent's\ Price \times Weighting = Score$

Other Criteria: All other criteria (except Price) will be scored by the evaluation committee, which will then be multiplied by the Weighting factor to provide a total weighted score out of 100 which includes price.

#### **4.5.4 Clarifications & Remedy Period**

Notwithstanding the requirements for mandatory criteria and scored criteria detailed above, the RDOS will allow the following remedies and clarifications at its sole discretion:

- Remedy for missing submission requirements: If the RDOS finds that a Proposal fails to meet all the submission requirements required of this RFP, then the RDOS may provide written notification to a Respondent which identifies the requirements not met and provides the Respondent with 48 hours to remedy and supply the requirements. The 48 hours shall commence upon notification by the RDOS to the Respondent. This option to remedy missing requirements shall not apply to Proposals not received by the RFP Closing Date and Time.
- Clarification of Proposals: During evaluation of the scored criteria, the RDOS may at its sole option, request further details or clarification from the Respondent and/or third parties, on aspects of a Proposal by way of a written request for clarification. The written request shall clearly state the required clarification and time limit to supply the information requested. Following receipt of the clarification information, the RDOS may use this information to reassess and/or re-score the Proposal according to the scored criteria.

#### **4.5.5 Ranking of Respondents:**

Following completion of the evaluation against the scored criteria, the weighted scores for each Proposal will be added together, and Proposals will be ranked according to their total weighted scores. The Respondent with the highest-ranked Proposal will be invited to conclude a Contract with the RDOS. In the event that two or more Proposals have an equal total weighted score, then the Respondent with the Lowest Total Price will be invited to enter into a Contract with the RDOS.

#### **4.5.6 Conclusion and Execution of a Contract**

Neither the RDOS nor any Respondent shall be legally bound to the other party until the execution of a written Contract or issuance of a Purchase Order.

Following an invitation to a Respondent, by the RDOS, to conclude a Contract, it

is expected that the RDOS and that Respondent would enter discussions which may include, among other things:

- Clarification or amendment to the requirements, plus any resulting price adjustments, based on items submitted in the Proposal.
- Amendments to the terms and conditions, based on items submitted in the Proposal.

The RDOS would seek to execute a Contract within 10 days of issuing an invitation to the Respondent to conclude a Contract. If the RDOS and the Respondent do not, for any reason, execute a Contract within this time period, the RDOS may discontinue the process with that Respondent and invite the Respondent with the next-highest-ranked Proposal to conclude a Contract. The RDOS may then continue this process until a Contract is executed, or there are no further Respondents, or the RDOS otherwise elects to cancel the RFP process entirely. For clarity, the RDOS may discontinue discussions with a Respondent if at any time the RDOS is of the view that it will not be able to conclude a Contract with that Respondent.

#### **4.6 Other Terms & Conditions of this RFP Process**

The following terms and conditions shall also apply to this RFP:

##### **4.6.1 Proposals in English**

All Proposals are to be in the English language only.

##### **4.6.2 Only One Entity as Respondent**

The RDOS will accept Proposals where more than one organization or individual is proposed to deliver the service, so long as the Proposal identifies only one entity that will be the lead entity and will be the Respondent with the sole responsibility to perform the Contract if executed. Any other entity involved in delivering the Service should be listed as a Sub-Contractor. The Respondent may include the Sub-Contractor and its resources as part of the Proposal and the RDOS will accept this, as presented in the Proposal, to perform the evaluation. All Sub-Contractors to be used in the Service must be clearly identified in the Proposal.

##### **4.6.3 Proposals to Contain All Content in Prescribed Forms**

All information that Respondents wish to be evaluated must be contained within the submitted Proposal. Proposals should not reference external content in other documents or websites. The RDOS may not consider any information which is not submitted within the Proposal or within the pre-prescribed forms set out in this RFP.

##### **4.6.4 References and Experience**

In evaluating a Respondent's experience, as per the scored criteria, the RDOS may consider information provided by the Respondent's clients on the projects

submitted in the Proposal and may also consider the RDOS's own experience with the Respondent.

#### **4.6.5 RFP Scope of Work is an Estimate Only**

While the RDOS has made every effort to ensure the accuracy of the requirements and/or services described in this RFP, the RDOS makes no guarantees as to the accuracy of the information provided. Any quantities or measurements provided are estimates only and are provided to describe the general nature and scale of the Services. Respondents must obtain all information they deem necessary, including verification of quantities or measurements to complete a Proposal.

#### **4.6.6 Respondent's Expenses**

Respondents are solely responsible for their own expenses in participating in this RFP process, including costs in preparing a Proposal and for subsequent finalizations of an agreement with the RDOS, if required. The RDOS will not be liable to any Respondent for any claims, whether for costs, expenses, damages, or losses incurred by the Respondent in preparing its Proposal, loss of anticipated profit in connection with any final Contract, or any matter whatsoever.

#### **4.6.7 Retention of Proposals and FOIPPA**

Proposals submitted to the RDOS will not be returned and will be retained by the RDOS and shall become the property of the RDOS upon submission. Respondents should note that the RDOS may choose to make public any part of this Proposal, or any Proposal and any executed contract-- including the Contractors name and total contract price-- and further that, regardless of whether and the extent to which the RDOS elects to make anything available to the public, the RDOS would be required to disclose all or part of a Proposal or the executed contract pursuant to a request for disclosure under the Freedom of Information and Privacy Act (FOIPPA). Respondents should be aware of and review the RDOS's obligations under FOIPPA and the RDOS's limited ability to refuse to disclose third party information pursuant to Section 21 of FOIPPA.

#### **4.6.8 Notification and Feedback to Unsuccessful Respondents**

Notification of awards shall be made via the BC Bid portal. Unsuccessful Respondents may then request a feedback email or telephone call with an RDOS representative to obtain feedback on how their Proposal fared in the evaluation. Such requests for feedback must be made within 30 days of notification of the RFP results. Details of feedback provided will be at the RDOS's sole discretion to protect the confidentiality of other Respondents and the RDOS's commercial interest.

#### **4.6.9 Conflict of Interest**

All Respondents must disclose an actual or potential conflict of interest by completing the Conflict-of-Interest form, included on page 7 of the Price, Specification and Experience RFP Form when submitting a Proposal. The RDOS may, at its sole discretion, disqualify any Respondent from this RFP process, if it determines that the Respondent's conduct, situation, relationship (including relationships of the Respondent's employees and RDOS employees) create or could be perceived to create a conflict of interest.

The RDOS may rescind or terminate a Contract entered if it subsequently determines that the Respondent failed to declare an actual or potential conflict of interest during this RFP process.

#### **4.6.10 Confidentiality**

All information provided to Respondents by the RDOS as part of this RFP process is the sole property of the RDOS and must not be disclosed further without the written permission of the RDOS.

#### **4.6.11 Ability to Cancel RFP**

Although the RDOS fully intends to conclude a Contract because of this RFP, the RDOS may at its sole discretion, cancel or amend this RFP process at any time without any liability to any Respondent.

#### **4.6.12 Governing Law and Trade Agreements**

This RFP is governed by the laws of the Province of British Columbia and any other agreements which exist between the Province of British Columbia and other jurisdictions.

## 5 Part D – The Contract

### SERVICES CONTRACT FOR “EXAMPLE”

THIS AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_, 201█.

**BETWEEN:**           **REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN**  
101 Martin St  
PENTICTON, BC V2A 5J9  
(the “District”)

**AND:**               **COMPANY**  
address  
  
(the “Contractor”)

GIVEN THAT the District wishes to engage the Contractor to provide certain services to the District and the Contractor wishes to contract with the District to provide such services to the District, THIS AGREEMENT is evidence that in consideration of \$1.00 paid by each party to the other, and other good and valuable consideration, (the receipt and sufficiency each party acknowledges), the District and the Contractor agree as follows:

#### 1.     **Definitions**

In this Agreement, in addition to the words defined above,

- “Contractor’s Proposal” means the Contractor's written proposal to the District for performance of the Services, dated █, a copy of which is attached.
- “District Representative” means █ or such other person as the District may appoint in writing.
- “Governmental Approvals” means any licenses, permits, consents, authorizations, certificates, operating certificates and other approvals of any kind from any Governmental Authority that are required for or in connection with the performance of the Services.
- “Governmental Authority” means any federal, provincial, local or other government or governmental agency, authority, board, bureau or commission.
- “Personnel” means any individuals identified by name in the Contractor’s Quotation and any individuals employed or otherwise engaged by the Contractor to perform the Services with the prior consent of the District;
- “RFP” means the Request for Proposals for the services issued by the District dated █.
- “Services” means the services and work described in the RFP, including all acts, services and work necessary to achieve the objectives set out in the RFP.
- “Specifications” means the specifications and other requirements for the Services set out in the RFP.
- “Standards” means any and all laws, enactments, bylaws, statutes, regulations, rules, orders, permits, licenses, codes, building codes, professional standards and

specifications (including Canadian Standards Association standards) applicable to the provision of the Services, as they are in force from time to time or in the latest current version, as the case may be.

## **2. Contractor Services**

The Contractor shall perform the Services and shall do so in accordance with the Specifications, all Standards and the terms of this Agreement.

### **The Contractor shall:**

- supply all labour, machinery, equipment, tools, supplies, material, labour and other services and things necessary to perform the Services in accordance with this Agreement;
- obtain, maintain in good standing and comply with the terms of all Governmental Approvals;
- perform promptly and safely all of its obligations under this Agreement;
- be just and faithful in the performance of its obligations under this Agreement, in its dealings with the public and in its dealings with the District and the District Representative;
- promptly pay amounts owing to the District under this Agreement when due; and
- pay all costs and expenses whatsoever associated with performing the Services and its other obligations under this Agreement.

### **2.1 Project Scope Modifications**

The contractor is advised that the District may modify elements of the project scope where these modifications are in the best interests of the District. This may include deletion of certain tasks/deliverables, and/or cancellation of the project. The District will ensure the contractors are paid all eligible fees for works completed to the date of any proposed modification. Where unanticipated delays occur (for any reason) that impact (delay) aspects of the contractors work program, the contractor shall not seek compensation for said delays. Further, no additional works shall be undertaken in relation to this assignment without the prior written approval of District staff.

## **3. Term**

This Agreement shall commence on [REDACTED] and expire on [REDACTED].

## **4. Contractor Personnel**

The Contractor will perform the Services using only the Personnel named in the Contractor's Proposal, unless otherwise approved in writing by the District Representative.

## **5. Warranty as to Quality of Services**

The Contractor represents and warrants to the District that the Contractor and the Personnel have the education, training, skill, experience and resources necessary to perform the Services in accordance with this Agreement and the Contractor acknowledges

and agrees that the District has entered into this Agreement relying on the representations and warranties in this section.

**6. Remuneration & Reimbursement**

The District shall pay the Contractor for the performance of the Services as follows:

**[Identify fees/disbursements or reference schedule or Contractor's Quotation]**

**7. Taxes**

The District shall be responsible for paying any goods and services taxes, harmonized sales taxes and provincial sales taxes payable with respect to the provision of the services to the District.

**8. Invoices & Payment**

Not more than once each month, the Contractor may deliver an invoice to the District, in respect of the immediately preceding month, setting out the aggregate amount of fees and disbursements claimed for Services performed in that preceding month. The District shall, to the extent the District is satisfied the fees and disbursements are for Services satisfactorily performed by the Contractor, pay the Contractor the fees and disbursements claimed in any invoice delivered in accordance with this section, within 30 days after delivery of such invoice to the District.

**9. Hold Back or Set Off**

The District may hold back payment or set off against payment if, in the opinion of the District acting reasonably, the Contractor has failed to comply with any requirements of the Contract.

**10. District's Representative**

The District appoints the District Representative as the only person authorized by the District to communicate with the Contractor in respect of this Agreement. The District shall not be bound to the Contractor by communication from any person other than the District Representative.

**11. Indemnity**

The Contractor shall indemnify, and save harmless, the District, and its elected and appointed officials, employees, Contractors and agents, from and against all claims, losses, damages, costs, expenses (including legal fees and disbursements), liabilities, actions and proceedings, suffered, made, incurred, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner caused by, based upon, occasioned by or attributable to, any willful or negligent act or omission, or other actionable wrong, on the part of the Contractor, its employees, Contractors or agents, connected with the performance or breach of this Agreement by the Contractor. The Contractor's obligations under this section shall survive the expiry or earlier termination of this Agreement

**12. Workers Compensation**

The Contractor shall, at all times, in providing the Services and otherwise performing its obligations under this Agreement, comply with the *Workers Compensation Act* (British Columbia) and all regulations and orders from time to time in force thereunder, including the Occupational Health and Safety Regulation, and, upon request from the District, provide evidence of any required registration under that Act and evidence of compliance with any requirement under that Act to make any payments or pay assessments.

**13. Insurance Requirements**

The Contractor shall obtain and maintain during the currency of this Agreement commercial general liability insurance providing coverage for death, bodily injury, property loss and damage and all other losses arising out of or in connection with the provision of the Services in an amount not less than **\$5,000,000.00** per occurrence, or in such a greater amount as may be required by the District Representative from time to time, acting reasonably.

The Contractor shall cause all policies of insurance required to be taken out by it under this Agreement to be with insurance companies satisfactory to the District and to:

- a) name the District as additional insured
- b) include that the district is protected notwithstanding any act, neglect or misrepresentation by the Contractor which might otherwise result in the avoidance of a claim and that such policies are not affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insureds;
- c) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
- d) be primary and non-contributing with respect to any policies carried by the District and shall provide that any coverage carried by the District is in excess coverage;
- e) not be cancelled or materially changed without the insurer providing the District with 30 days written notice stating when such cancellation or change is to be effective;
- f) be maintained for a period of 12 months per occurrence;
- g) not include a deductible greater than \$5,000.00 per occurrence;
- h) include a cross liability clause; and
- i) be on other terms acceptable to the District Representative, acting reasonably.

**14. Errors & Omissions Insurance**

The Contractor shall, at the Contractor's expense, establish and maintain professional errors and omissions insurance to the following minimum requirements:

**Minimum Insurance**

- (a) Contractor Services for projects  
not exceeding \$500,000 in value ----- \$1,000,000



- (b) Contractor Services for projects exceeding \$500,000 in value ----- \$2,000,000

\*The Maximum deductible in all categories shall be \$50,000/\$100,000

The Contractor accepts responsibility for the acts and omissions of all Sub-Contractors it may engage in rendering the Service on the Project.

The Contractor’s professional errors and omissions insurance shall remain in force for the life of the Project and for twenty-four (24) months after substantial completion, and shall contain the following endorsement to provide the The District with prior notice of changes and cancellations.

*“The Insurer and the Insured Contractor shall provide written notice to be delivered by hand, or sent by registered mail to the The District at least thirty (30) days in advance of the activation date of any proposed cancellation, change or amendment restricting coverage under this policy”*

**15. Insurance Certificates**

The Contractor shall provide the District with certificates of insurance confirming the placement and maintenance of the insurance, promptly after a request to do so from time to time by the District.

**16. District May Insure**

If the Contractor fails to insure as required, the District may effect the insurance in the name and at the expense of the Contractor and the Contractor shall promptly repay the District all costs incurred by the District in doing so. For clarity, the District has no obligation to effect such insurance.

**17. Termination at District’s Discretion**

The District may, in its sole discretion and without reason, terminate this Agreement upon notice to the Contractor. If the District terminates this Agreement under this section, the Contractor shall be entitled to be paid for all Services satisfactorily performed by the Contractor up to the date of such termination in accordance with this Agreement. The Contractor is not entitled to, and irrevocably waives and releases the District from any and all claims for, any damages or compensation for costs incurred, loss of profit or loss of opportunity, directly or indirectly arising out of termination of this Agreement.

**18. Termination for Default**

The District may terminate all or any part of, the Services by giving notice of termination to the Contractor, which is effective upon delivery of the notice, if:

- a) the Contractor breaches this Agreement, and the Contractor has not cured the breach, within five days after notice of the breach is given to the Contractor by the District; or

- b) the Contractor becomes bankrupt or insolvent, a receiving order is made against the Contractor, an assignment is made for the benefit of its creditors, an order is made or resolution passed for the winding up or dissolution of the Contractor, or the Contractor takes the benefit of any enactment relating to bankrupt or insolvent debtors.

Without limiting any other right or remedy available to the District, if the District terminates part or all of the Services under this section, the District may arrange, upon such terms and conditions and in such manner as the District considers appropriate, for performance of all or any part of the Services remaining to be completed, and the Contractor shall be liable to the District for any expenses reasonably and necessarily incurred by the District in engaging the services of another person to perform those Services (including the amount by which the fees, disbursements and other costs payable by the District exceed those that would have been payable to the Contractor for completion of the Services under this Agreement). The District may set off against, and withhold from amounts due to the Contractor, such amounts as the District estimates shall be required to cover the District's costs of correcting any breaches of the Contractor's obligations under this Agreement and to be incurred by the District to complete all or any part of the Services.

## **19. Records**

The Contractor:

- a) shall keep proper accounts and records of its performance of the Services, including invoices, receipts and vouchers, which shall at all reasonable times be open to audit and inspection by the District, which may make copies and take extracts from the accounts and records;
- b) shall keep reasonably detailed records of performance of the Services, which shall at all reasonable times be open to inspection by the District, which may make copies and take extracts from the records;
- c) shall afford facilities and access to accounts and records for audit and inspection by the District and shall furnish the District with such information as the District may from time to time require regarding those documents; and
- d) shall preserve, and keep available for audit and inspection, all records described in this section for at least two years after completion of the Services, expiry of this Agreement or termination of this Agreement, whichever applies.

## **20. Copyright & Intellectual Property**

The Contractor irrevocably grants to the District the unrestricted license for the District to use and make copies of for the District's purposes and activities any work whatsoever generated by or on behalf of the Contractor in performing the Services in which copyright may exist. Without limiting the foregoing, the Contractor irrevocably grants to the District the unrestricted license for the District to use for the District's purposes and activities all technical information and intellectual property, including inventions, conceived or developed, or first actually reduced to practice, in performing the Services. For clarity, the licenses granted by this section shall survive the expiry or earlier termination of this Agreement.

## **21. Agreement for Services**

This is an agreement for the performance of services and the Contractor is engaged under this Agreement as an independent Contractor for the sole purpose of providing the Services. This Agreement does not create a joint venture or partnership. Neither the Contractor nor any of its employees or Contractors is engaged by the District as an agent of the District or has any authority to bind the District in any way whatsoever.

**22. Withholding Taxes**

The Contractor will be pay and remit, and otherwise be responsible for, all withholding taxes, income taxes, Canada Pension Plan contributions, employment insurance deductions and any other deductions required by the applicable provincial or federal statutes for the Contractor and any of its employees. The Contractor agrees to indemnify and hold harmless the District should the District be required to pay any remittances described above.

**23. Assignment**

The Contractor shall not assign this Agreement or the benefit hereof without the prior written consent of the District, at its sole discretion.

**24. Time of the Essence**

Time is of the essence of this Agreement.

**25. Alternative Rights & Remedies**

Exercise by a party to this Agreement of any right or remedy of that party, whether granted in or under this Agreement or at law or equity, does not limit or affect any other right or remedy of any kind, whatever its source, that the party may have against the other party and does not affect the right of the party exercising the right or remedy to exercise other rights or remedies against the other party.

**26. Notice**

Any notice, direction, demand, approval, certificate or waiver which may be or is required to be given under this Agreement shall be in writing and delivered personally or by courier or sent by fax or e-mail, addressed as follows:

a) **To the District:**

The Regional District of Okanagan-Similkameen  
101 Martin St  
Penticton, BC, V2A 5J9  
Fax Number: (250) \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Attention: \_\_\_\_\_

b) **To the Contractor:**

Fax Number: (250) \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Attention: \_\_\_\_\_

or to such other address, e-mail address or fax number of which notice has been given as provided in this section.

Any notice, direction, demand, approval or waiver delivered is to be considered given on the next business day after it is dispatched for delivery. Any notice, direction, demand, approval or waiver sent by fax or e-mail is to be considered given on the day it is sent, if that day is a business day and if that day is not a business day, it is to be considered given on the next business day after the date it is sent. In this section, business day means a day other than a Saturday, Sunday or B.C. statutory holiday.

## **27. Interpretation & Governing Law**

In this Agreement

- a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- b) reference to a particular numbered section or Schedule is a reference to the correspondingly numbered section or Schedule of this Agreement;
- c) the word "enactment" has the meaning given to it in the *Interpretation Act* (British Columbia) on the reference date of this Agreement;
- d) reference to any enactment is a reference to that enactment as amended, unless otherwise expressly provided;
- e) reference to a month is a reference to a calendar month; and
- f) section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement.

**This Agreement is governed by, and is to be interpreted according to, the laws of British Columbia.**

## **28. Binding on Successors**

This Agreement ensures to the benefit of and is binding upon the parties and their respective successors, trustees, administrators and receivers, despite any rule of law or equity to the contrary.

## **29. Entire Agreement**

This Agreement is the entire agreement between the parties and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.

## **30. Waiver**

Waiver of any default by either party shall be express and in writing to be effective, and a waiver of a particular default does not waive any other default.

As evidence of their agreement to be bound by this Agreement, the parties have executed this Agreement below, on the respective dates written below.

Regional District of Okanagan-Similkameen  
by its authorized signatories:

\_\_\_\_\_  
Jim Zaffino, CAO

\_\_\_\_\_  
Mark Pendergraft, Chair

**[IF CONTRACTOR IS AN INDIVIDUAL]**

Signed, Sealed and Delivered in the presence of: )

\_\_\_\_\_  
Witness: )

\_\_\_\_\_  
Address: )

\_\_\_\_\_  
Occupation )

\_\_\_\_\_  
Name:

**[IF CONTRACTOR IS A CORPORATION]**

by its authorized signatories:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

## **6 Part E – RFP Forms**

Refer to RFP Addendum, “*Price, Specification and Experience RFP Form*”, which contains the following:

- Pricing, Specification and Experience Form
- Addenda Form
- Conflict of Interest form
- Exceptions to Contract Form