



**City of Kyle, Texas**

**Request for Statement of Interest and Proposals**

**for**

**Electric Vehicle Charging Stations (EVCS)**

# **REQUEST FOR PROPOSALS (RFP)**

## **ELECTRIC VEHICLE CHARGING STATIONS (EVCS)**

Firm shall submit one (1) electronic copy via email by 12:00 p.m. (noon), June 15, 2022 to:

Email to: [rfp@cityofkyle.com](mailto:rfp@cityofkyle.com)

Subject: RFP\_ ELECTRIC VEHICLE CHARGING STATIONS (EVCS)\_(Firm name)

Proposals delivered after the deadline will not be accepted.

Qualification specifications may be secured from the City of Kyle ("City") website at:

<https://www.cityofkyle.com/rfps>

A presubmittal meeting will NOT be held.

The City reserves the right to negotiate with any and all persons or firms. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received, and to revise the process schedule as circumstances arise.

Kathy Roecker  
Stormwater Management Plan Administrator

Publish:       Wednesday, May 11, 2022  
                  Wednesday, May 18, 2022

## ***Installation and Operation of Electric Vehicle Charging Stations (EVCS)***

**Disclosure:** *Proposals shall be kept confidential until a contract is awarded. The City of Kyle ("City") reserves the right to request clarification of any proposal term from prospective Firm. Selected Firm(s) will be notified in writing via email. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Firms unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City of Kyle reserves the right to negotiate a contract with another Firm or withdraw the RFP. Any contract resulting from this RFP shall not be effective unless and until approved by the City of Kyle City Council.*

### **OVERVIEW OF THE PROJECT**

Requesting proposals from Firms to fully fund, design, install, operate, maintain, market, and potentially remove EVCS, on publicly owned property for public use. This work will also include determining and assisting the City of Kyle in identifying ideal city-owned site locations for the EVCS installations.

The City of Kyle is seeking to hire an experienced and qualified Firm that can provide a turnkey solution of all equipment, corresponding software and networking, accessories, warranties, and deliveries required to install EVCS at City of Kyle facilities, as well as identifying additional city-owned prime locations. Preferably, units must be able to service more than (1) car simultaneously. Firm must also provide proper EVCS parking signage and assist with reconfiguration of any parking stalls for EVCS parking. In addition, Firm will comply with all permitting, ADA and parking requirements.

Detailed information about the business model, including but not limited to the ability to set pricing for end users, billing practices, service fees, revenue distribution, and cost recovery for electricity responses should be outlined in the proposal.

The City of Kyle intends for this RFP to result in a contract for a period of (10) years, consisting of a (7) year base period and 3 - (1) year option periods at the pricing and proposal information contained herein upon mutual agreement with the Firm. The contract may be extended for additional (1) year periods by mutual written consent between the Firm and City of Kyle City Council approval.

The City of Kyle desires a Firm with a minimum of (5) years of experience with turnkey EVCS in U.S. markets. All design phase deliverables and all other procedures and responsibilities shall be as described in the sections below.

### **SCOPE OF PROJECT**

The Scope of the Project is as follows:

- Provide attractive and well-maintained EVCS.
- Cover all costs associated with installation, maintenance, and electricity for the EVCS. The Firm may establish a service charge and method of payment collection to recoup these costs as well as any operating profit from EVCS users.
- Provide proper parking signage and reconfiguration of any parking stalls for EVCS parking.
- Market the project as well as provide product advertisement.

- Offer options for EVCS when the agreement expires (e.g. charging unit removal, transfer of ownership, contract renewal options).
- The City of Kyle will provide the required parking spaces to accommodate the EVCS within city-owned parking facilities at no cost to the Firm.
- The final location for the units would be determined jointly by City of Kyle staff and the Firm based on location, electricity, economics, access and security.

**PROPOSAL SCHEDULE**

<u>Timeline</u>	<u>Date/Time</u>
City Website Posting	<u>05/11/2022</u>
Advertise RFP	<u>05/11/2022</u>
	<u>05/18/2022</u>
Deadline for questions/clarifications	<u>06/01/2022 (5:00 p.m.)</u>
Deadline for submission of proposals	<u>06/15/2022 (12:00 p.m.)</u>
City Council Approval	<u>07/05/2022</u>

**SUBMISSION OF PROPOSALS**

Firm shall submit one (1) electronic copy via email to the following:

Email to: [rfp@cityofkyle.com](mailto:rfp@cityofkyle.com)

Subject: RFP\_ ELECTRIC VEHICLE CHARGING STATIONS (EVCS)\_(Firm name)

**Disclosure:** *Proposals must be received by 06/15/2022 12:00 p.m. Proposals that are not received by the specified date and time WILL NOT BE ACCEPTED and will be disqualified. Firm may submit their proposal any time prior to the above stated deadline.*

*At its sole discretion, the City of Kyle may reject incomplete proposal submittals if, in its judgment, the submittal lacks information needed to effectively evaluate the proposal. Nothing in this request for proposals implies a contractual obligation with any firm, nor will the City of Kyle reimburse costs for submittal preparation.*

Firms shall provide all information simply and economically as required by this RFP. Failure to provide this information may result in rejection of the proposal. Proposals shall provide a straightforward, concise description of the Firm’s ability to meet the requirements. Emphasis shall be on quality, completeness, clarity of content, responsiveness to the requirements, and the understanding of City’s needs.

The submittal shall be limited to ten (15) sheets front and back (30 sides). Resumes, cover letter and/or transmittal letter will not be counted toward the ten (15) sheets front and back (30 sides) with a font size no smaller than 11 point.

**ADDENDA, INTERPRETATION OR CORRECTION OF RFP DOCUMENTS**

Any changes, additions, or deletions to the RFP will be in the form of a written addendum issued by the City of Kyle. Any addenda to this RFP will be posted publicly on the City’s website at:

<https://www.cityofkyle.com/rfps>

The City of Kyle shall not be responsible for the failure of any Firm to receive such addenda. All addenda

issued shall become part of this RFP. ***Any addenda must be acknowledged in the cover letter.***

All Firms are recommended to visit the above-mentioned website on a regular basis as responses will be posted when applicable.

Firms shall promptly notify the City of Kyle, in writing, of any ambiguity, inconsistency or error, which they may discover upon examination of the RFP documents.

Firms requiring clarification, interpretation, changes or modifications to the RFP documents shall submit a written request to the City of Kyle ***no later than 06/01/2022 by 5:00p.m.*** Interpretations, changes or modifications to the meaning of the RFP documents will be accomplished through written addenda, issued by the City of Kyle via the City's website listed above.

### **PROPOSAL FORMAT & REQUIREMENTS FOR SUBMITTAL**

The submittal shall be limited to ten (15) sheets front and back (30 sides). Resumes, cover letter and/or transmittal letter will not be counted toward the ten (15) sheets front and back (30 sides) with a font size no smaller than 11 point.

The proposal must be signed by the individual(s) legally authorized to bind the Firm.

Firms shall carefully read the information in the following evaluation criteria and submit a complete submittal to all questions in this RFP as formatted below:

#### **Item 1: Assigned Personnel, Staff Qualifications & Availability (15%):**

Provide the following information:

- The legal name of the Firm, address and telephone number, as well as the information on any other local office that may assist in the provision of services.
- Executive Summary with a brief company introduction and history.
- The structure of the organization (e.g., sole proprietorship, partnership, corporation, etc.) including state of formation.
- The name, address and telephone number of the person to whom correspondence should be directed.
- The year the company was established as currently being operated.
- A certified financial statement, including, but not limited to a Dun and Bradstreet rating.

Provide a statement on the availability and commitment of the firm.

Provide a statement of interest including a narrative and unique qualifications.

#### **Item 2: Project Experience (30%):**

- A list of all communities in which the Firm has provided and maintained publicly available EVCS during the last five years.
- List of communities with active EVCS and communities where EVCS have been installed and/or removed by Firm.
- Also include the following information for each community:
  - Name of the organization that contracted with the Firm for EVCS sites and services. Include the name of a contact person and phone number.
  - Was the contract/franchise exclusive or nonexclusive?
  - Number of EVCS provided.
  - Time period that the EVCS were installed.
  - Reporting sales & usage (sample reports).

- List any public entities that have chosen to cancel or not renew EVCS contracts with your Firm during the last five years. Show names of organizations and names and phone numbers of persons who can be contacted.
- A list of Firm's (5) five most recent projects with a short description of the scope of work.
- Provide qualifications of the local contractors that will perform the EVCS installations. Demonstrate that the Firm is working with licensed electrical contractors to handle EVCS installations and maintenance.
  - List any EVCS-specific trainings or certifications that the Firm's electrical contractor and/or the contractor's electricians have completed, if applicable.
  - Include the number of EVCS installations completed to date by the Firm's electrical contractor and/or the contractor's electricians.
- Demonstrate an understanding of the processes, required permits, permit costs, licenses, applicable state and local codes specific to EVCS and procedures for this type of project.

**Item 3: Proposed Product Solutions (40%)**

**(Including technical requirements, integrations, timeline, and product functionality)**

- A written and pictorial description of the proposed EVCS design, including:
  - Comprehensive specifications (including make, manufacturer, & model numbers of equipment), including all software components.
  - Delivery and proposed installation schedule.
  - The submission of more than one type of charging station is permitted; however, if the selection of any particular design would result in a change to the proposed rate structure and method of collection, those changes must be noted.
- Metering configurations identifying how the Firm will provide the electricity to the EVCS end consumer at no cost to the City of Kyle.
  - Process and schedule for reimbursement to the City of Kyle for cost recovery of electricity provided to the EVCS, if applicable.
- Proposed EVCS end consumer rate structure (e.g. charging customers per kWh usage or plug time) and customer method of payment (e.g. credit card reader for universal usage and/or restricted access for only network users).
- Description of the proposed EVCS maintenance program including the location of maintenance facilities, number of staff that will be available for maintenance, and anticipated response times.
- Description of ability and staff expertise to provide services including marketing, installation, monitoring, and maintenance of EVCS.
  - Quality control/safety features.
  - Marketing plan details and available resources.
- Financial incentives to the City of Kyle, if applicable.
- Maximum public benefit (i.e., in terms of affordability and customer support).
- Strength, quality, durability, advanced technology, future flexibility, and aesthetic appeal of proposed EVCS.
- Options for EVCS when the agreement expires (e.g. charging unit removal, transfer of ownership, contract renewal options) and responsible party for any costs incurred, if applicable. Highly preferred that the Firm covers any removal costs.
- **Networking and Integration**  
The ideal Firm would have the ability and desire to develop integrations with current and new software and services utilized by City of Kyle. The City of Kyle desires to partner with a Firm that can integrate applications and data with other partners through database access, API usage, compliant web-based applications and cross platform compatibility.

The City of Kyle desires a system that will virtually allow for monitoring of electric vehicle charging usage and reporting functionality as well as payment and occupancy.

- Accessible to all members of the public without subscription-based membership
- Must operate on a cloud-based and networked for remote management
- Capable of accepting and processing point of sale transaction payments of all major credit cards and ATM cards through a secure system
- Demonstrate PCI Compliance. The Firm needs to provide documentation on the following:
  - Level 1 Compliant: -A PCI 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.
  - SSAE 16 Compliant: SSAE 16 compliant Firms have the necessary processes in place to remain compliant in day-to-day activities.
  - Cybersecurity Insurance Policy: This policy will protect the City if there is a security breach of mobile payment platform.
  - Publicly available information on station location and real-time availability of charging stations, and ability to notify driver when charging is complete or if a charging session has been disrupted.
  - Must have the ability to collect revenue from the driver and have flexible pricing options, including hourly, by session, and vary the price by time of day or length of session. Additionally, the system must be able to provide free charging to select vehicles/drivers
  - Screen display(s) 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
  - Security design that is both tamper-proof and vandalism-proof, such as tamper-resistant screws, anti-vandalism hardware, locked enclosures, and graffiti-resistant coating
  - Captures data on all charging operations and provides data to City of Kyle in regular, automated intervals
  - Available 24/7 customer support

○ **Energy Management**

The EVCS must:

- Provide a standards-based interface for energy management – describe the interface in comments
- Ability to set (by port) allowed load based on percentage of current load or set a maximum load (kW)
- Ability to set an aggregate maximum load for a group of stations. The stations will self-manage to remain below the configured allowance with no additional physical hardware required.
- Report on Rolling Average Power (kW) and Peak Power (kW) in 15-minute intervals with ability to export to Excel/CSV
- Report on Energy (kWh) by EVCS or by group of EVCS with ability to export to Excel/CSV

○ **Data Collection and Reporting**

The following information for each charging event (session) will be collected and available via secure web interface and available for download/export to Excel/CSV:

- Standard Reports
- System Created Customized Reports
- User Created Customized Reports
- Direct Query Access
- Third Party Reporting Tools
- The Contractor may be required to provide an annual report to the City of Kyle on the

viability of the program along with various metrics to support the continuation of the contract. The requirements of reporting are subject to change based on the City's needs.

○ **Mandatory Experience and Requirements**

Statement that Firm meets all mandatory requirements affirming the following:

- All Level 3 EV Charging Equipment proposed:
  - UL Listed
  - UL2202 and UL2231 (Parts 1 and 2) – Standard for Personal Protection Systems for EV Supply Circuits.
- All Level 2 EV Charging Equipment proposed meets the following:
  - UL Listed
  - UL2202 and UL2231 (Parts 1 and 2) – Standard for Personal Protection Systems for EV Supply Circuits.
  - UL916 – UL standard for energy management.

○ **Warranty**

The maintenance plan provided shall be for up to (5) years, and a minimum (3) year manufacturer's warranty for all EVCS equipment, hardware, and software. The warranty shall include all materials, equipment, parts, tools, labor, and incidentals, as well as all contractor-or manufacturer, recommended upgrades. Warranty shall cover complete repairs or replacements, and site visits as necessary. For activities covered under the warranty, an approved local service provider shall be used. If there is a failure of the EV charger during the warranty period, the hardware provider shall agree to replace such components or parts within 72 hours of notification. Contractor shall identify local service providers who will be providing all warranty and services to the EVCS.

○ **Quality Assurance, Inspection & Testing**

The Firm shall develop and submit for approval a comprehensive inspection and testing plan, including test procedures and test reports, to demonstrate successful integration of current or future reservation management system components, equipment, software, interfaces, and data reporting. The inspection and testing plan shall include a detailed schedule indicating the sequence of each test and where and when each test will take place. The Firm shall be responsible for managing all testing and producing test reports, the cost of which shall be included in all costs proposed.

● **Security and Authorization**

Only those parties identified in writing after the award of the RFP will have access to the EVCS software system. The Firm shall protect and authenticate a limited number of representatives that shall have access to the system and confidential information. The Firm shall respect and utilize security access codes.

● **Response Time/Support**

*As part of the warranty process, the Firm shall provide timely, same day, response for any service calls placed between 8 a.m. to 5 p.m. CST, Monday through Friday (excluding City holidays) regarding repair or replacement of any and all components.*

○ **Training**

The Firm shall provide a program to educate, train and teach personnel in all details of the EVCS hardware and software as applicable.

**Item 4: Additional Items (15%)**

- Ability to install and meter golf cart charging stations.
- Ability to provide the same services to private, commercial customers within the City of Kyle.



Those agreements would be negotiated between the entity and the Firm, separate from the City.

### **SUBCONTRACTOR INFORMATION AND CONTRACTOR REGISTRATION FEE**

Does this proposal include the use of subcontractors?

If “Yes”, Firm must:

- Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- The City of Kyle requires that the awarded Firm provide proof of payment of any subcontractors used for this project.
- Proposals shall include a plan by which the City of Kyle will be notified of such payments.
- Primary contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

### **CONTRACTOR REGISTRATION FEE**

The City of Kyle requires all contractors operating in the City of Kyle to pay a registration fee. In some cases, the City of Kyle may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a permit, certain business types will require the contractor to register with the City of Kyle Building Department.

#### ***Cost***

- Currently the cost is \$12.65 per contractor but subject to change

### **INDEMNIFICATION**

The Firm shall indemnify City of Kyle, City Council and employees against any loss or damage (including reasonable attorney’s fees and other costs of litigation) caused by the Firm’s negligent acts or omissions or negligent acts or omissions of the Firm’s agents or employees. Firm shall defend any suit against City of Kyle alleging injuries or damages arising out of the services performed; provided, however, that nothing contained herein shall require the Firm to defend or indemnify City of Kyle for injuries or damages arising solely out of the negligence of City of Kyle, its agents, or employees.

### **INSURANCE REQUIREMENTS**

The awarded Firm shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Firm, his agents, representatives, employees or subcontractors.

#### **Minimum Scope and Limit of Insurance**

Coverage shall be at least as broad as:

- General Liability:
  - Bodily Injury                   \$500,000 per person
  - Bodily Injury                   \$1,000,000 per occurrence
  - Property Damage           \$1,000,000
- Worker’s Compensation:

- Coverage A - Statutory
- Coverage B - \$250,000 employer's liability
- Automobile Liability (including owned or leased vehicles and heavy equipment):
  - Bodily Injury \$1,000,000 per occurrence
  - Property Damage \$500,000 per occurrence
- Professional Liability: \$1,000,000 per occurrence

**FIRM'S REPRESENTATIONS**

Each Firm by making their Response represents that:

- Firm has read and understands the RFP documents and their response is made in accordance therewith.
- Firm has familiarized themselves with all local conditions that may in any manner affect performance, including manpower availability and local labor practices.
- Firm has familiarized themselves with federal, state and local laws, ordinances, rules and regulations that may affect this project.
- Firm acknowledges that City of Kyle is not responsible for any costs associated with the preparation, submittal, or presentations of any kind and that the Firm assumes all costs of same.

**RIGHT TO REJECT STATEMENTS OF QUALIFICATION**

The City of Kyle reserves the right, at its sole discretion, to reject any and all submittals, to cancel this RFP in its entirety, or to cancel the selected group of approved applicants. Qualifications are to be submitted in accordance with the City specifications and the Proposal Format & Requirements for Submittal as outlined. Each Firm must be responsive; failure to do so may result in the rejection of a submittal. The City reserves the right to reject any or all submittals, to waive formalities, or to proceed otherwise when in the best interest of the City.

**NONDISCRIMINATION**

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City of Kyle's contracted programs or activities on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal constitutional statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City of Kyle or in the employment practices of the City of Kyle's Firms. Accordingly, all RFP Firms entering contracts with the City of Kyle, upon request, be required to show proof of such nondiscrimination.

**MINORITY PARTICIPATION**

The City of Kyle highly encourages meaningful participation from minority-owned businesses. The Firm's candidates will be evaluated as to the extent that the Firm identifies and commits to minority-owned businesses, whether as a Prime Firm, joint-venture team arrangement, or through the use of sub-consultants.

## **SMALL BUSINESS ENTERPRISE**

The City of Kyle encourages the acquisition of goods and services from small businesses in our community. A Small Business, as it is used in these proposal documents, means an individual or business entity that:

- is independently owned and operated,
- is not dominant in its field of operation,
- has no more than 15 employees and
- its average annual receipts do not exceed \$1 million if, together with its affiliates.

## **COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA)**

It is the policy of the City of Kyle not to discriminate against any individual having any judicially recognized disability of any kind.

It is the policy of the City of Kyle not to discriminate against any company or organization that has an officer or employee with a disability of any kind.

All products, materials and services of this project shall be in compliance with the Americans with Disabilities Act (ADA).

Firms shall not discriminate against any individual having any disability of any kind when considering award of a joint-venture contract, subcontract or purchase order.

Firms shall not discriminate against any company or organization that has an officer or employee with a disability of any kind when considering award of a joint-venture contract, subcontract or purchase order.