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Haileybury
New Liskeard

City of • Ville de

**Temiskaming
Shores**

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City of Temiskaming Shores
Request for Proposal
RS-RFP-002-2025
New Liskeard EV Charger

City of Temiskaming Shores
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
POJ 1K0

1. Objective

This Request for Proposals (RFP) describes the requirements of the Corporation of the City of Temiskaming Shores to engage a qualified contractor for the supply and installation of a level 3 electric vehicle charger with ongoing support.

2. Background

The City of Temiskaming Shores is a municipality located in Northeastern Ontario, near the Quebec border, at the head of Lake Temiskaming. With a population of approximately 9,630 residents (2021 Census), the City is governed by a seven-member Council, consisting of six Councillors and one Mayor. Various Committees of Council, with members appointed by the Council, support municipal governance and initiatives.

The City of Temiskaming Shores has received funding through the Province of Ontario's EV ChargeON program to install a new publicly accessible dual-port Level 3 DC fast charging station within the municipal parking lot at 38 Armstrong Street South, New Liskeard. The project has a total capital budget of \$195,000 before taxes. To facilitate this installation, the City is seeking proposals from qualified and experienced proponents for the design, supply, installation, and ongoing support of the EV charging station.

The complete installation must provide a minimum output of one, 100 kW port and have the capability to charge two vehicles simultaneously at an output of 50 kW on a pay-per-use basis. Proposals with two charging stations that output 100kW each and proposals with a single station with dual-use ports that both output 50 kW when used simultaneously and output 100kw when used individually will both be acceptable. All proposals must adhere to the technical and operational requirements outlined in the City's Transfer Payment Agreement with the Province of Ontario and comply with all relevant local, provincial, and federal regulations.

3. Definitions

- 3.1 **City:** Refers to the Corporation of the City of Temiskaming Shores.
- 3.2 **Proponent:** Any individual, firm, or company that submits a proposal in response to this RFP.
- 3.3 **Successful Proponent:** The Proponent whose proposal is accepted by the City and who enters into a contract for the work described in this RFP.
- 3.4 **Contractor:** The Successful Proponent awarded the contract under this RFP and responsible for the execution of the work described herein.
- 3.5 **Contract:** The formal agreement between the City and the Successful Proponent, including all terms, conditions, specifications, and requirements outlined in this RFP and any subsequent addenda.

- 3.6 **Subcontractor:** Any individual, firm, or company engaged by the Successful Proponent to perform any portion of the work outlined in this RFP.
- 3.7 **Work:** The supply of all labour, materials, equipment, and services necessary for the completion of the project as specified in this RFP.
- 3.8 **Addenda:** Written changes, additions, or clarifications issued by the City after the initial release of the RFP but before the submission deadline.
- 3.9 **Business Day:** Any day other than a Saturday, Sunday, or statutory holiday observed in the Province of Ontario

4. Submission

Bids must be submitted electronically, using the Electronic Bid Submissions Portal on the City's website:

<https://www.temiskamingshores.ca/en/city-hall/bid-opportunities.aspx>

Submissions must be in a **pdf format** and can be no larger than 50 MB.

Subject Line: RS-RFP-002-2025 "New Liskeard EV Charger"

Addressed to: Logan Belanger, Clerk

Proponents will receive an automatic email response to indicate that the submission has been received, and to contact the Municipal Clerk for submission opening details. Contact the Clerk at 705-672-3363 ext. 4136 or at clerk@temiskamingshores.ca, should the Proponent not receive a confirmation email.

The City has no liability to the Proponent/ Bidder for any problems encountered, or failure of the Bidder to successfully submit a bid prior to the bid closing time and date. As such, allow sufficient time for a Bid Submission and attachment(s) (if applicable), to resolve any issues that may arise. Bidders are cautioned that the timing of their Bid Submission is based on when the Bid is **received** by the City.

The closing date for the submission of Proposals will be at **2:00 p.m. local time on April 30, 2025**.

- Late Proposals will not be accepted;
- Proposals by fax will not be accepted;
- Proposals by mail will not be accepted;
- Partial Proposals are not accepted;
- Proposals emailed directly to City staff will not be accepted;
- The City reserves the right to accept or reject any or all Proposals;
- The lowest priced Proposal will not necessarily be accepted;

- The City reserves the right to request clarification or supplementary information concerning a Proposal from any Proponent;
- The City reserves the right to enter into negotiations with a Proponent and any changes to the Proposals that are acceptable to both parties will be binding;
- The City reserves the right to confirm with the Proponent, a third party or references (whether provided in the Proposals or not), confirmation of any information provided by the Proponent in their Proposal.
- The Proposal shall be valid for 30 days from submission date.

The Form of Proposal must be signed in the space provided on the form, with the signature of the Bidder or responsible official of the firm bidding. If a joint Bid is submitted, it must be signed and addressed on behalf of both of the Bidders. Any alterations or cross-outs must be initialed in ink by the Bidder. Failure to do so may result in the rejection of the Bidder's Proposal by the City.

Line items and total contract price must be clearly indicated. The Bid must not be restricted by a statement added to the Proposal form or by a covering letter, or by alterations to the Proposal form, as supplied by the City of Temiskaming Shores unless otherwise provided herein.

HST Tax will be applicable to the supply of labour and equipment.

The City will not be held responsible for Proponent or third-party costs, claims, direct or indirect damages caused by the City exercising its rights reserved in this Section or otherwise expressed or implied in this RFP.

5. Questions

Any questions with respect to the specifications are to be directed to:

Mathew Bahm

Director of Recreation

City of Temiskaming Shores

325 Farr Drive

Temiskaming Shores, ON P0J 1K0

Phone: (705) 672-3363 ext. 4106

Email: mbahm@temiskamingshores.ca

It will be the Proponent's responsibility to clarify any details in question not mentioned in this Proposal before presenting the submission. Questions relating to this proposal must be received by **April 22, 2025 at 2:00 p.m. local time.**

To ensure fairness to all Proponents, any and all questions that require clarification or that may materially alter this RFP document will be responded to and shared with other Proponents via an addendum, as described herein. Questions received after this date and time will not receive a

response. Proponents are notified that any errors or omissions in the proposal may render the proposal invalid.

6. RFP Schedule

The RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the City reserves the right to modify any or all dates at its sole discretion:

Release of RFP:	March 27, 2025
Deadline for Submitting Questions:	April 22, 2025
Deadline for Responding to Questions:	April 23, 2025
RFP Proposal Submission deadline:	April 30, 2025
Final Selection and Notification:	May 21, 2025 (Estimated)

7. Scope of Work

The City of Temiskaming Shores is seeking a qualified contractor to provide a comprehensive, turn-key installation of a Level 3 DC fast charger capable of charging two vehicles simultaneously to enhance public EV charging infrastructure within the community. The successful proponent will be responsible for delivering a complete, fully operational EV charging station, including the following:

1. Permitting & Approvals: Obtain all required permits and approvals from municipal, provincial, and federal authorities for the installation and operation of the EV charging station. This includes, but is not limited to, electrical permits, and compliance with applicable building codes and environmental regulations.
2. Turn-Key Installation: Supply all required equipment, materials, labour, software and commissioning services necessary to complete a fully operational installation in accordance with this RFP.
3. Equipment Supply & Installation: Provide and install all necessary equipment, including:
 - o EV charging unit
 - o Meter base and disconnect
 - o Electrical panel and lockable meter cabinet
 - o Any additional components required to ensure a fully functional charging station.
4. Compliance & Quality Assurance: Ensure that all aspects of installation—including site preparation, signage, charging equipment, billing systems, networking systems (if applicable), and electrical connections—adhere to manufacturer specifications, project designs proposed in the bid and applicable municipal, provincial, and federal, safety, and electrical codes.

5. **Regulatory & Utility Coordination:** Serve as the City's primary representative for correspondence with Hydro One and the Electrical Safety Authority (ESA) to ensure compliance with all relevant service and safety requirements.
6. **Hydro One Service Agreement Compliance:** Ensure installation meets all conditions outlined in the Hydro One service agreement (Appendix 01), particularly the obligations under Schedule B, Section 3: "Customer Obligations." The City will be responsible for costs outlined in Section 6 of the service contract.
7. **Project Coordination:** Coordinate installation activities with the equipment manufacturer, City of Temiskaming Shores, networking service providers (if applicable), Hydro One, and subcontractors to ensure a seamless deployment.
8. **Network & Payment Management:** Provide ongoing network management services for the EV charger, including payment processing and back-end user access.
9. **Training:** Deliver a 30-minute training session for City staff on the proponent's EV charger management software, covering network operation, troubleshooting, and reporting functions.
10. **Warranty & Support:** Provide a minimum one-year warranty covering all materials and workmanship from the date of commissioning. The proponent shall also offer ongoing support services for troubleshooting and maintenance.

8. Specifications

The EV charging station must meet the following technical specifications:

1. **Charging Capacity & Connectors:**
 - Must be a Level 3 DC fast charging unit.
 - Equipped with one (1) CCS-1 and one (1) NACS connector, ensuring compliance with all relevant regulations and standards.
 - Capable of delivering a total rated output of at least 100 kW, with a minimum of 50 kW available per vehicle when both ports are in use.
2. **Connectivity & Networking:**
 - Must support a 4G network connection for remote monitoring, payment processing, and software updates.
 - Charging station must be integrated with an open network that allows for real-time monitoring and reporting of usage and operational status.
3. **User Accessibility & Convenience:**

- Each charging station must be equipped with a charging cable of at least 12 feet in length to ensure ease of access for vehicles with different charging port locations.
 - The station must be designed for universal compatibility, capable of charging a broad range of electric vehicles (EVs) from different manufacturers.
 - The system must offer multiple payment options such as credit/debit card, mobile app, and RFID card-based payment.
4. Durability & Weather Resistance:
- The charging unit must be designed for outdoor operation, capable of withstanding extreme weather conditions, including high winds, heavy snow, and temperature fluctuations common to Northeastern Ontario.
 - Enclosures and charging cables must be rated for durability against vandalism and wear.
5. Safety & Compliance:
- Must meet or exceed all applicable safety and certification standards, including CSA, UL, or equivalent certification.
 - Emergency shutoff and fault protection systems must be in place to ensure safe operation.
 - Must comply with accessibility standards to accommodate users with disabilities.

By ensuring these specifications are met, the City of Temiskaming Shores aims to provide residents and visitors with a reliable and accessible EV charging solution that aligns with the municipality's sustainability goals and enhances public infrastructure.

9. Work Schedule

The proponent shall provide a proposed work schedule to the City of Temiskaming Shores within 15 business days of contract signing.

The proponent shall also provide notice to the Director of Recreation at least 48 hours prior to site mobilization.

All work to be completed by November 1, 2025.

10. Proposal Submission Requirements

Proposals shall be submitted in accordance with section 4 - Submission. Submissions shall be limited to thirty (30) pages in total including a cover page and the required forms included within this RFP numbered 1 through 5. Submissions that exceed the page limitation will not be considered. Evaluation of proposals will be based on each Proponent's submission against the proposal evaluation criteria outlined in Section 11 including, but not limited to:

1. Experience of proponent and their sub-contractors completing similar projects for other

- organizations.
2. Company’s approach to completing the project including your understanding of the project’s deliverables, and your methodology in reaching those deliverables.
 3. Clearly defined and explained capabilities for the proposed equipment to be installed, including the benefits of the proposed equipment, as part of the proponent’s proposal, noting the minimum required capabilities as outlined in section 8 - Specifications.
 4. Clearly define the proposed costs for equipment supply and installation only.
 5. Separately from the proposed capital costs, clearly define any REQUIRED operational costs including network access fees, network management fees, charger management fees, transaction fees, etc.
 6. Clearly define any OPTIONAL value-added items which are not included in the required specifications that would provide benefit to the City and include their proposed cost.
 7. A milestone chart showing the expected timeline for each major stage of the project including the expected construction startup date and the expected completion date.
 8. Clearly defined expectations of requirements for City staff to assist in the completion of the project.
 9. Any other information which details how the company will provide value towards the City by completing this project.

11. Proposal Evaluation

Proposals will be evaluated on the basis of the information provided by the Proponent; additional clarification may be requested if necessary. The City is not obliged to seek clarification of any aspect of a proposal.

Representatives from the City will evaluate each of the Proposals received in accordance with the evaluation criteria as set out below. The City of Temiskaming Shores reserves the right in its evaluation of the proposal to consider all pertinent criteria whether or not such criteria are contained in the Request for Proposal. The City reserves the right to enter into further discussions in order to obtain information that will allow them to reach a decision with a Proponent, and to waive irregularities and omissions if, in doing so, the best interest of the Municipalities respectively will be served.

CITY PROPOSAL EVALUATION CRITERIA			MAXIMUM TOTAL POINTS
	POINTS	WEIGHT	
Experience of proponent and their sub-contractors on similar projects			
Background information of the proponent and its sub-contractor(s) (if necessary), including the company’s knowledge, skills/qualifications, and past experiences relevant to the deliverables and the project objectives.	10	15	150
15%			

Proposed equipment and installation			
Provide detailed information on the proposed equipment to be installed including the technical specifications sheet, ensuring that it meets the specifications outlined within the RFP.	10	25	250
Provide detailed information on the proponent’s proposed installation, including how installation will take place and a milestone chart showing the expected timeline for each major stage of the project. Demonstrate a clear understanding of the requirements outlined by HydroOne.	10	10	100
35%			
Ongoing services and value-added items			
A description of the proponent’s ongoing services including the EV charger management software, 1-year uptime percentage, customer support services, etc.	10	8	80
Provide a clear outline and description of REQUIRED ongoing fees for the City to provide ongoing charging services at the proposed installation (i.e. network access fees, charger management fees, payment processing fees etc.)	10	8	80
Provide information on how the company will provide value to the City by completing this project including a clear outline and description of OPTIONAL items as part of the proponent’s proposal.	10	4	40
20%			
Estimated fees and disbursements			
Cost estimates are evaluated for completeness and lowest is scored 10 points, next 8 points, etc. If more than 5 proposals, then only 5 lowest bids are to receive points, and the remaining higher prices will be given 1 point. Prices within a small differential will be scored as equal. Cost estimates will be scored based on the supply and installation of the EV Charger and associated equipment only with all proponents to separately include detailed information on REQUIRED ongoing operational costs within their proposal. The City reserves the right to review all proposals and allocated fees within each proposal appropriately to ensure fees are being scored as outlined.	10	30	300
30%			
Total Score			1000

12. Goods, Materials and Equipment Suitable for Use

The Bidder warrants that any goods, materials, articles or equipment to be supplied under or pursuant to any official order or Agreement based on this RFP, that is or are to be made or used for a particular purpose, will be fit and suitable for that purpose.

The Successful Bidder may be required to provide written documentation that all materials or equipment offered in a Bidder's Proposal meet all applicable Municipal, Provincial and Federal Government standards, legislation and laws.

13. Amendments

The City at its discretion reserves the right to revise this RFP up to the final date for the deadline for receipt of proposals. The City will issue changes to the RFP Documents by addendum only. No other statement, whether oral or written, made by the City will amend the RFP Documents. The City will make every effort to issue all addenda no later than the seventh (7th) day prior to the closing date. If an addendum is issued within seven days of the closing date, the bid submission date will be moved accordingly.

The Proponent shall not rely on any information or instructions from the City or a City representative except the RFP Documents, and any addenda issued pursuant to this Section.

The Proponent is solely responsible for ensuring that it has received all addenda issued by the City. The Proponent shall acknowledge receipt of all addenda on the Form of Proposal. Failure to complete the acknowledgement may result in rejection of the proposal.

The City makes no promise or guarantee that addenda will be delivered by any means to any Proponent. By submitting a proposal submission in response to this RFP, the Proponent acknowledges and agrees that the addenda shall be posted on www.temiskamingshores.ca and it is the sole responsibility of the proponent to check this web site for said addenda. The City reserves the right to withdraw or cancel this Request for Proposal without notice.

14. Proposal Withdrawal or Amendment

Proponents may amend or withdraw their proposal, provided such withdrawal or amendment is received prior to the closing deadline. A Bidder who has already submitted a Proposal may submit a further Proposal at any time up to the official closing time; the last Proposal received shall supersede and invalidate all Proposals previously submitted by the Bidder for this RFP. A bid may be withdrawn at any time up to the official closing time by letter on original letterhead bearing the same signature as in the bid submission.

15. Right to Accept or Reject Submissions

The City does not bind itself to accept any proposal and may proceed as it, in its sole discretion, determines, following receipt of the proposals. The City reserves the right to accept any proposal in whole or in part or to discuss with any respondent different or additional terms to those envisaged in this RFP or in such respondent's proposal.

The City reserves the right to:

1. Accept or reject any or all of the proposals;
2. If only one proposal is received, elect to reject it;
3. Reject as informal any proposal that is received late or is incomplete or otherwise fails to comply with the requirements of the RFP;
4. Elect not to proceed with the projects as it so determines in its sole and absolute discretion; and/ or
5. To waive irregularities and formalities at its sole and absolute discretion.

16. Solicitation

If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation to any Mayor, Councillor, officer or employee of the City with respect to the RFP, whether before or after submission of the proposal, the City shall be entitled to reject or not accept the RFP submission.

17. Subcontracting

The Proponent acknowledges that in any potential agreement with the City, no subcontracting or assignment of rights and obligations of the Proponent will be permitted without the written consent of the City, which consent shall not be unreasonably withheld. At all times throughout the term of a potential agreement, including any renewals, the City shall communicate and respond directly with the Proponent.

18. Independent Contractor Status of Proponent; Declaration of Conflicts

The Proponent fully acknowledges that in providing a Proposal, it provides such as an independent contractor and for the sole purpose of potentially providing services and/or goods to the City. The Proponent's attention is drawn to the provisions of the Occupational Health & Safety Act 2010.

Neither the Proponent nor any of its personnel are engaged as an employee, servant or agent of the City. Any potential conflicts of interest in which a Proponent may have with the City or any employee of the City will be identified and described in detail in the proposal of each proponent (Conflict of Interest Declaration).

19. Insurance (from the Successful Proponent only)

The successful Proponent shall, at their own expense within 30 days of notification of acceptance and prior to the commencement of work, obtain, maintain and provide evidence of until the termination of the Agreement or otherwise stated, the following:

Commercial General Liability

The Successful Proponent shall maintain and pay for Comprehensive General Liability Insurance with coverage limits of no less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use.

The policies shall include City of Temiskaming Shores as an additional insured and containing a cross-liability clause.

All insurance policies referenced in this Section shall be maintained in good standing throughout the duration of the Agreement and cannot be cancelled or permitted to lapse unless the insurer notifies the City in writing at least 30 days prior to the effective date of cancellation or expiry. The City reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the City may reasonably require.

20. Workplace Safety and Insurance Board (WSIB) (from the successful Proponent only)

The Successful Proponent shall, at their own expense within 30 days of notification of acceptance and prior to the commencement of work, obtain, maintain and provide evidence of until the termination of the Agreement or otherwise stated, a Certificate of good standing from the Workplace Safety & Insurance Board.

The onus is on the Successful Proponent to comply with all applicable local and territorial standards and regulations, in effect and applicable by law in Ontario, Canada.

21. AODA Compliance

The Bidder shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the Regulations thereunder with regard to the provision of its goods or services contemplated herein to persons with disabilities. Without limitation, if applicable, pursuant to section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarians with Disabilities Act, 2005, the Bidder shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of its goods and services to persons with disabilities. The Bidder acknowledges that pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, the City of Temiskaming

Shores must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services.

22. Freedom of Information

Upon submission, all proposals become the property of the City and will not be returned to the proponents. Proponents must be aware that the City is a public body subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act. The City may, at any time, make public the names and bid prices of all respondents. Proposals will be held in confidence by the City, subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, or unless otherwise required by law.

Any proprietary or confidential information contained in the proposal should be clearly identified.

23. Nature of Request for Proposal

This RFP does not constitute an offer of any nature or kind whatsoever by the City to the Proponent.

24. Preparation of Proposals

All costs and expenses incurred by the Proponent relating to its Proposal will be borne by the Proponent. The City is not liable to pay for such costs and expenses, or to reimburse or to compensate the Proponent in any manner whatsoever for such costs and expenses under any circumstances, including the rejection of any or all proposals or the cancellation of this RFP.

25. Finalizing Terms

This RFP will not constitute a binding agreement but will only form the basis for the finalization of the terms upon which the City and the Successful Proponent will enter into the contract documentation, and does not mean that the Successful Proponent's proposal is necessarily totally acceptable in the form submitted. After the selection of the Successful Proponent's proposal, the City has the right to negotiate with the Successful Proponent and, as part of that process, to negotiate changes, amendments or modifications to the Successful Proponent's proposal without offering the other proponents, the right to amend their proposals.

26. Commitment to Negotiate

The Successful Proponent shall execute any documentation, drafted in accordance with the terms of the Successful Proponent's proposal and any subsequent negotiations, within thirty (30) days of the date of notification of the Successful Proponent's selection.

Proponents not initially selected as the Successful Proponent hereby commit themselves, subject to notification by the City to execute documentation as aforesaid up to sixty (60) days following the date of submission of their proposals.

27. Agreement

A written agreement, prepared by the City shall be executed by the City and the Successful Proponent if the terms are mutually agreeable to all Parties. There is no guarantee that City Council will enter into any Agreement.

Any agreement resulting from this Request for Proposal shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

28. Performance

Any undue delays in the execution of the work and/or costs incurred by the City due to inefficiencies in performance on behalf of the Successful Proponent shall be deemed to be the responsibility of that Proponent and as such, any and all costs, as deemed appropriate and reasonable compensation for the City, will be assessed to the Successful Proponent.

29. Conflict Resolution

This Agreement is based upon mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, both parties, with a commitment to honesty and integrity, agree to the following:

- 1) That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfil its obligations; and that each will cooperate in the common endeavour of the contract;
- 2) Both parties to this Agreement shall attempt to resolve all claims, disputes and other matters in question arising out of or relating to this Agreement or breach thereof first through negotiations between the Successful Proponent's representative and the City or representative by means of discussions built around mutual understanding and respect;
- 3) Failing resolution by negotiations, all claims, disputes and other matters in question shall attempt to be resolved through mediation, under the guidance of a qualified mediator;
- 4) Failing resolution by mediation, all claims, disputes and other matters in question shall be referred to arbitration;
- 5) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the City or the Successful Proponent;

- 6) The award of the arbitrator shall be final and binding upon the parties;
- 7) The provisions of the Arbitration Act, 1991 S.O. 1991, Chapter 17 shall apply.

30. Cancellation

Nothing herein shall be construed as giving the Proponent the right to carry out the terms and requirements of the tasks contemplated under this RFP or the Agreement beyond the time when such services become unsatisfactory to the City. In the event that the Proponent shall be discharged before all the services contemplated hereunder have been completed, or the services are for any reason terminated, stopped or discontinued because of the inability of the Proponent to serve under this Agreement, the Proponent shall be paid only goods and/or services which shall have been satisfactorily completed at the time of termination.

Should the City or the Successful Proponent wish to terminate the Agreement, he/she shall provide written notice of the termination not less than 90 days from the date of termination. Failure to maintain the required documentation during the term of the Agreement may result in suspension of the work activities and/or cancellation of the contract.

31. Indemnification

The Successful Proponent shall indemnify and hold harmless the City, its elected and other officials, officers, employees, agents, servants, representatives, and volunteers from and against any and all liability, loss, claims, demands, legal proceedings, expenses, including but not limited to legal expenses (hereinafter collectively referred to as the "Claims"), when the Claims arise wholly or in part, directly or indirectly, as a result of any wrongful, blameworthy, or negligent acts or omissions, or breach of any terms of this Agreement by the Successful Proponent, or its officers, directors, employees, sub-contractors, agents, representatives or volunteers in the course of providing services pursuant to this Agreement.

This indemnity shall survive the termination, completion, or expiry of this Agreement, and in particular any risk that further Claims against the City are made after the termination, completion, or expiry of this Agreement, such risk is assumed entirely by the Successful Proponent.

32. Unenforceable Provisions

Should any provision of this document be deemed unenforceable by a court of law, all other provisions shall remain in effect.

33. Force Majeure

It is understood and agreed that the Successful Proponent shall not be held liable for any losses resulting if the fulfillment of the terms of the Agreement shall be delayed or prevented by wars, acts

of public enemies, strikes, fires, floods, acts of God, or for any other cause not within the control of the Successful Proponent and which by the exercise of reasonable diligence, the Successful Proponent is unable to prevent. Should the performance of any contract be delayed or prevented herein set forth, the Successful Proponent agrees to give immediate written notice and explanation of the cause and probable duration of any such delay and to provide written notice as to when Contract obligations resume. In any case, such delay shall not exceed the length of time of the interruption/disruption.

34. Errors & Omissions

It is understood, acknowledged and agreed that while this Proposal includes specific requirements and specifications, and while the City has used considerable efforts to ensure an accurate representation of information in this proposal, the information is not guaranteed by the City to be comprehensive or exhaustive. Nothing in the proposal is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the proposal. There will be no consideration of any claim, after submission of proposals, that there is a misunderstanding with respect to the conditions imposed by the Proposal and/or Agreement.

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**City of Temiskaming Shores
RS-RFP-002-2025
New Liskeard EV Charger
Form of Proposal**

Each Proposal should contain the legal name under which the Proponent carries on business, telephone number and email, as well as the name or names of appropriate contact personnel which the City may consult regarding the Proposal. I/We, the undersigned, have carefully examined the attached documents and conditions of the Proposal. I/We understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labour, apparatus and documentation as are required to satisfy this Proposal.

We/I hereby offer to enter into an agreement for the services, as required in accordance with the Proposal for a price of (must be CDN funds and without HST):

Bid Form	Amount
Lump Sum price for capital costs including installation as per Scope of Work (exclusive of HST)	\$.00
I/We have separately included detailed information on the required ongoing costs within my proposal	Yes <input type="checkbox"/>

Acknowledgement of Addenda

I/We have received and allowed for ADDENDA NUMBER _____ in preparing my/our proposal.

Company Name: _____

Contact Name (Print): _____

Phone Number: _____

Email Address: _____

Bidder's Authorized Official (Print): _____

Title: _____

Authorizing Signature: _____

Date: _____

Form 1 to be submitted.

**City of Temiskaming Shores
RS-RFP-002-2025
New Liskeard EV Charger
List of Proposed Sub-Contractors**

Name	Address	Component

I / We verify that the information provided above is accurate and that the individuals are qualified, experienced operators capable of completing the work outlined in this Quotation document.

Date:

Bidder's Authorized Official:

Title:

Company Name:

Authorizing Signature:

Form 2 to be submitted.

**City of Temiskaming Shores
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New Liskeard EV Charger**

Non-Collusion Affidavit

I/ We _____ the undersigned am fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such bid.

Such bid is genuine and is not a collusive or sham bid.

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices proposed in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Date: _____

Bidder's Authorized Official: _____

Title: _____

Company Name: _____

Authorizing Signature: _____

Form 3 to be submitted.

**City of Temiskaming Shores
RS-RFP-002-2025
New Liskeard EV Charger**

Conflict of Interest Declaration

Please check appropriate response:

I/We hereby confirm that there is not nor was there any actual perceived conflict of interest in our Proposal submission or performing/providing the Goods/Services required by the Agreement.

The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's Proposal submission or the contractual obligations under the Agreement.

List Situations:

In making this Proposal submission, our Company has / has no *(strike out inapplicable portion)* knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the RFP process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Date: _____

Bidder's Authorized Official: _____

Title: _____

Company Name: _____

Authorizing Signature: _____

Form 4 to be submitted.

**City of Temiskaming Shores
RS-RFP-002-2025
New Liskeard EV Charger**

**Accessibility for Ontarians with Disabilities Act, 2005 Compliance
Agreement**

I/We, by our signature below, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*. If requested, we are able to provide written proof that all employees have been trained as required under the act.

This regulation establishes accessibility standards for customer service as it applies to every designated public sector organization and to every person or organization that provides goods or services to members of the public or other third parties and that have at least one employee in Ontario.

Date: _____

Bidder's Authorized Official: _____

Title: _____

Company Name: _____

Authorizing Signature: _____

I, _____, declare that I, or my company, are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005.

OR

I, _____, declare that I, or my company, are **NOT in full compliance** with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services. In an effort to assist non-compliant vendors, please visit: <https://www.ontario.ca/page/how-train-your-staff-accessibility>.

Form 5 to be submitted.

**City of Temiskaming Shores
RS-RFP-002-2025
New Liskeard EV Charger**

Appendix 01 – Hydro One Connection Obligations (11 Pages)

Appendix 02 – Aerial Image (1 Page)

Appendix 03 – Site Photos (4 Pages)