

# Regional Water Resource Agency

## Request for Proposal

Bid Name	RWRA DC Fast Charging Station Purchase
Bid Number	2024-14
Bid Opening Date and Time	Monday, October 16, 2023
Bid Type	Public Opening- Open and Read Aloud

**TO ALL PROSPECTIVE BIDDERS:**

You are hereby invited to submit a bid for the item(s) specified within.

All Bidders are responsible for reading and complying with the attached specifications.

The Bidder certifies that all exceptions and conflicts to these contract documents have been detailed on the "Bidder's Exceptions, Conflicts and Clarifications" on page 3 of this document.

Pages contained within this bid package shall not be electronically altered. Failure to comply with these instructions may result in the rejection of the Bidder's proposal.

**BIDDER'S INFORMATION:**

Company's Legal Name: \_\_\_\_\_

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

City, State & Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Authorized Email Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

**Bidder's Exceptions, Conflicts and Clarifications**

The Bidder acknowledges the following Addenda issued prior to Bid Opening Date:

---

If there are no exceptions taken, please CHECK and INITIAL the line below.

NO EXCEPTIONS: \_\_\_\_\_

If exceptions are taken to the bid, please complete the following page, identifying each exception.

The Bidder certifies that he agrees to all provisions of the bid documents, unless exceptions are specifically and clearly listed on the attached pages of this document and identified as exceptions.

Exceptions to the bid specifications should be noted by number on the appropriate specification sheet and those exceptions are to be explained in the attached pages.

Any and all exceptions to the bid proposal must be spelled out in writing on the attached pages; this includes any exception in the Bidder's "Terms and Conditions". The Bidder's printed "Terms and Conditions" are not considered specific exceptions.

Exceptions NOT listed on the attached RWRA Document will not be taken into consideration; this includes the Bidder's attachments, documents, and/or terms and conditions.

Any reference to "See attached exceptions" will not be considered, EXCEPTIONS must be listed on the attached RWRA document.

Copies can be made of the RWRA Exceptions document if additional space is needed.

Bidder acknowledges that ALL exceptions have been included on the "RWRA Specifications" page(s).

Date: \_\_\_\_\_

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

Company Representative: \_\_\_\_\_

**Bidder's Exceptions, Conflicts and Clarifications**

Any reference to "See attached exceptions" will not be considered, EXCEPTIONS must be listed on the RWRA provided document. Copies of this page may be made if additional space is needed.


**Vendor's Statements Pursuant to KRS 45A.343 and KRS 45A.395**

KRS 45A.343:  
The undersigned, as a duly authorized officer of \_\_\_\_\_ pursuant to KRS 45A.343 states:

1. To the best of my knowledge, information and belief, \_\_\_\_\_ has not been finally determined to have violated any of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 or 342 that apply to it within the five year period preceding this statement.
2. \_\_\_\_\_ acknowledges that it will be required to be in compliance with those provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to it for the duration of the contract to be entered into with Regional Water Resource Agency.
3. \_\_\_\_\_ acknowledges that if it fails to reveal any final determination of violation of KRS Chapters 136, 139, 141, 337, 338, 341 or 342 or to comply with the applicable provisions of those statutes for the duration of the aforesaid Contract, such shall be grounds for Regional Water Resource Agency to:
  - a. Cancel its contract with \_\_\_\_\_, and
  - b. Disqualify \_\_\_\_\_ from eligibility for future contracts awarded by Regional Water Resource Agency for a period of two years.

KRS 45A.395:  
The provisions of KRS45A.395 require that any bidder or offeror submit a sworn statement in conformity with such statute as a prerequisite to a determination that such bidder or offeror is a responsible bidder. The undersigned, individually and as the \_\_\_\_\_ (title) of \_\_\_\_\_ (bidder or offeror) states under penalty perjury that neither he (she), not, to the best of his (her) knowledge, anyone acting on behalf of Bidder or Offeror, has knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to the Bidder or Offeror will not violate any provision of the campaign finance laws of the Commonwealth. "Knowingly" means, with respect to conduct or to a circumstance described by a statute defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that his conduct is of that nature or that circumstance exists.

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature) (Title)

\_\_\_\_\_  
(Typed or printed name)

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

## **Prohibition of Conflicts of Interest, Gratuities, Kickbacks and Use of Confidential Information**

Kentucky law prohibits conflicts of interest, gratuities, kickbacks and the use of confidential information with regard to any public contract or a solicitation or proposal therefore. The prohibitions are set for in KRS 45A.455 which provides:

1. It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract, and any solicitation or proposal therefore, in which to his knowledge:
  - a. He, or any other member of his immediate family has a financial interest therein; or
  - b. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
  - c. Any other person, business or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or in any other advisory capacity.
2. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval or disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.
3. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
4. The prohibition of conflicts of interest, gratuities and kickbacks shall be conspicuously set forth in every local public agency's written contract and solicitation therefore.
5. It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person (Enact. Acts 1978, ch. 100, S 92, effective January 1, 1980; ch. 250, S 16, effective April 9, 1980.)

Violation of the statute may result in a fine and/or imprisonment under the provisions of KRS 5A.990.

**INDEMNITY AGREEMENT**

\_\_\_\_\_ (the "Contractor") desires to provide labor and materials to the Regional Water Resource Agency ("RWRA"); RWRA is willing to allow the Contractor to provide labor and materials under the following conditions.

The parties therefore agree as follows:

1. The Contractor shall assume all responsibility and liability for the negligent acts or omissions of its agents, servants, or employees. The Contractor shall be responsible for its employees and shall exercise all dominion, control, and authority over the means and methods used by its employees to perform any work for RWRA or while on RWRA property.
2. The Contractor shall comply with all federal, state, and local occupational safety and health laws and regulations, and local, state, and federal laws and regulations for "Maintenance and Control of Traffic During Construction".
3. To the fullest extent permitted by law, Contractor shall indemnify RWRA, its officers, directors, agents, and employees from all claims for bodily injury and property damage, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of Contractor's work, but only to the extent caused by the acts or omissions of the Contractor or anyone employed directly or indirectly by the Contractor or by anyone for whose acts any of them may be liable.

The effective date shall be considered the latter of the two dates as listed.

**Contractor:** \_\_\_\_\_

**Owner:** RWRA

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Signed By:** \_\_\_\_\_

**Signed By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

<b>SUBMITTAL CHECKLIST</b>
----------------------------

The following completed documents should be included in your submitted proposal (originals and two copies). Indicate on the first page of each set of documents 'ORIGINAL' or "COPY". The original bid documents and the copies shall be submitted in one sealed envelope.

	INVITATION FOR PROPOSAL PAGE WITH BIDDER'S SIGNATURES AND CONTACT INFORMATION (first page)
	ADDENDA ACKNOWLEDGEMENT (IF APPLICABLE) (pg. 2/16)
	EXCEPTIONS, CONFLICTS & CLARIFICATIONS FORM(S) (page 3/16)
	VENDOR'S STATEMENTS PURSUANT TO KRS 45A.343 AND KRS 45A.395. (page 4/16)
	PROHIBITION OF CONFLICTS OF INTEREST, GRATUITIES, KICKBACKS AND USE OF CONFIDENTIAL INFORMATION (page 5/16)
	INDEMNITY AGREEMENT (page 6/16)
	PROPOSAL QUOTATION SHEET (pg. 16)
	BIDDER'S W-9 FORM

## Instructions to Bidders

### SCOPE

The Regional Water Resource Agency (RWRA) is seeking proposals for (1) Electric Vehicle DC Fast Charging Station including all accessories, software management and appurtenances. This Request for Proposal (RFP) contains specific information about the scope of services, submission requirements and selection procedures.

### Due Date and Time

All bids must be submitted as described within this document to **1722 Pleasant Valley Road, Owensboro, KY 42303, Attn: Tonya Smith, Purchasing Manager, no later than 2:00 pm local prevailing time on Monday, October 16, 2023 at this time all bids received will be opened and publicly read. Any bids received after the due date and time will be returned unopened.**

Requests for additional information or clarifications must be made in writing and received by the Purchasing and Administration Manager. The request must contain the RFP number and title, Proposer's name, name of Proposer's contact person, address, phone number and email.

RWRA will issue responses to inquiries, and any other corrections or amendments it deems necessary, in written addenda issued prior to the Proposal Submission Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP, or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail. Any request for additional information or clarification must be received in writing no later than 2:00 p.m. (CST), October 11, 2024. Please note that all questions shall be addressed in a subsequent addendum only AFTER the deadline for requests for additional information/clarification.

### QUESTIONS:

For all questions (RFI) regarding these bid documents contact

Tonya Smith  
Purchasing and Administration Manager  
270-687-8440  
[bids@rwra.org](mailto:bids@rwra.org) or [Tonya.Smith@rwra.org](mailto:Tonya.Smith@rwra.org)

Proposer agrees that it is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error found in the RFP prior to the Proposer submitting its Bid or the right to clarify same shall be waived.

### SUBMIT SEALED BID TO:

TONYA SMITH  
Regional Water Resource Agency  
1722 Pleasant Valley  
Owensboro, KY 42303

**ALL BIDS MUST BE RECEIVED BY 2pm on Monday October 16, 2023, if received after this time the bid will be returned to Bidder unopened.**



## General Compliance

Please read these instructions carefully.

### Bid Submission

All pages of the bid shall be signed in ink on the designated signature lines. Typed quotation sheets are preferred; however, if hand written, the sheets must be legible and in ink. Any pricing information that is illegible may result in the rejection of the bid.

Quotations must be made on the form provided. An accompanying letter of explanation is acceptable if bidder deems it necessary, but only quotes made on the provided forms will be evaluated.

In case of a discrepancy in the extension of a unit price, the unit price shall govern over the total price.

Bidders must provide manufacturer's product literature if available and appropriate with the bid submission. Price quotes shall remain firm and open to acceptance by the RWRA for a minimum period of sixty (60) days after bid opening.

The signed completed original bid package and copies must be sealed in an envelope with the bidder's name, the bid number, and the bid opening date clearly marked on the outside of the envelope. **The bids shall be addressed and delivered to Regional Water Resource Agency, Attn: Tonya Smith, Purchasing Manager, David Hawes East Treatment Plant, 1722 Pleasant Valley Road, Owensboro, KY 42303.**

### Bid Copies

When submitting bids, you must include the original signed bid, along with two (2) copies of the entire bid. Indicate on the first page of the bid "ORIGINAL" or "COPY". The original bid and all copies shall be submitted in one envelope.

### Taxes

All prices shall be quoted exclusive of any taxes. RWRA is exempt of all Federal excise, transportation and/or Kentucky sales tax. Any items supplied directly to RWRA from a supplier/manufacturer are exempt from sales tax. Any items purchased by a contractor that will be used in the fulfillment of a contract are not exempt from sales tax.

### Bidder's Qualifications

Bidders must demonstrate to the satisfaction of RWRA that he has adequate equipment, personnel, experience and understanding of the specifications to be performed under the contract.

If and wherever in the specifications brand names, makes, models, names of any manufacturers, trade names, or Bidder/Proposer catalog numbers are specified, it is for the purpose of establishing the type, function, minimum standard of design, efficiency, grade, or quality of goods only. When RWRA does not wish to rule out other competitors' brands or makes, the phrase "OR EQUAL" is added. When bidding/proposing an approved equal, Bidder/Proposer shall submit, with their response, complete sets of necessary data (factory information sheets, specifications, brochures, etc.) in order for RWRA to evaluate and determine the equality of the item(s)

bid/proposed. RWRA shall be the sole judge of equality and its decision shall be final. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than specified by RWRA. Such samples are to be furnished after Formal Solicitation opening/closing only upon request of RWRA. If samples should be requested, such samples must be received by RWRA no later than seven (7) calendar days after a formal request is made.

No contract will be awarded to any bidder who, in the opinion of RWRA, is not qualified to perform satisfactorily due to a previously unfavorable performance, reputation or lack of experience, capital, organization, equipment, and/or personnel to conduct and complete the services in accordance with the terms and conditions of the contract.

### Method of Procurement

Competitive Sealed Bidding (KRS 45A.365) will be the method of procurement for the purchase of the item(s) listed herein.

### Bid Award

This bid will be evaluated based on the evaluation criteria established in the bid specifications.

- Price
- Unit Availability/Lead Time
- Efficiency, Features, Specifications
- Serviceability – distance from local service center
- Networked Software features and usability
- Manufacturer warranty

RWRA reserves the right to reject any and all bids and to waive any irregularities in said bids, and RWRA also reserves the right to award bids based on the best interest and/or most advantageous to RWRA. Award will be made to the lowest responsive and responsible bidder meeting specifications.

### Shipping Charges

All items quoted shall be ‘F.O.B. Destination’. No additional freight charges will be allowed. Bidder shall be responsible for loading/unloading.

### Delivery Schedule

Delivery date shall be specified on each item quoted. The vendor will be expected to fulfill the delivery as specified. Prior to selection/award, the vendor will be expected to make the proposed unit available for RWRA evaluation/inspection. The completed unit shall be delivered to RWRA at 2101 Grimes Ave, Owensboro, KY 42303. Delivery shall include offloading of unit from delivery truck onto clear, level surface. Warranty certificates, and one (1) copy of Operator’s, Parts and Maintenance manuals shall be provided to RWRA at the time of delivery. Digital media is acceptable in lieu of books.

Time will be of the essence for any orders placed as a result of this Solicitation. RWRA reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the Response. Deliveries are to be made during regular RWRA business hours (M-F, 7am – 3:30pm CST) unless otherwise specified in the Special Conditions.

### Insurance Requirements

The Contractor shall furnish the Owner with the certificates evidencing insurance coverage, from an "A" or better rated Insurance Company (by AM Best Rating System), prior to commencing work. Contractor shall procure and maintain for the duration of this bid 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 by Contractor, its agents, representatives, employees or subcontractors.

### Indemnity Agreement

All contractors shall be required to sign an Indemnity agreement included in the bid package to be considered for this project.

### Compliance with KRS 45A.343 and KRS 45A.395

Attached are statements which must be completed by bidders. These statements are required under the listed statutes and must be completed and submitted with the bid.

### Compliance with Applicable Laws/Regulations

Successful bidder must comply with the City of Owensboro/Daviess County ordinances relating to Occupational License Fees, business Licenses, payroll and net profits taxes and any other ordinances which may apply to any particular bid package.

### Compliance with Equal Opportunity Statutes

Regional Water Resource Agency is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, national origin, age, marital status, physical or mental disability, or any other characteristic protected by law. RWRA is also committed to employing only United States citizens and aliens who are authorized to work in the United States and complies with the Immigration Reform and Control Act of 1986. Therefore, the successful bidder must demonstrate to the satisfaction of RWRA that he also conforms to all Federal, State and Local equal opportunity statutes. Further, the contractor will reimburse RWRA for any damages incurred due to any violation of the above, mentioned statutes by the contractor while under contract.

### Safety Regulations

Unit shall meet any state or federal OSHA or DOT regulations as applicable. Unit must be provided with recent/current load test and all other applicable safety and operational testing inspection records.

### Manuals

This equipment shall be provided with an Owner's manual and a CD consisting of Service and Parts. These manuals shall be current with year model of the equipment delivered and shall accompany the delivery of the equipment.

### Pre-Service

All new equipment must be pre-serviced to the manufacturer's recommendations and in first class operating condition when delivered. All service work shall be done in the vendor's place of business or in another location provided by the vendor. No major assembly or servicing of equipment will be allowed on RWRA property. Only

minor modifications to equipment necessary to bring the item into compliance with specifications will be permitted.

### Standard Equipment

Unit shall contain all standard equipment listed as such in the manufacturers' latest literature unless otherwise stated within these specifications

### Advertising

Unit shall be entirely free from any and all advertising attachments of dealer, such as clips, license brackets, mud flaps, decals or other devices bearing vendor's name.

## BASE BID SPECIFICATIONS

Detailed specifications are listed below. All bidders are expected to meet or exceed all specifications. Any bidder submitting a bid which does not meet or exceed the stated specifications, is required to identify the specification which is not met, with an explanation for the exception on the “Bidders Exceptions, Conflicts and Clarifications”. RWRA reserves the right to consider any listed exception to determine if the exception is of a minor nature, and may be accepted, or if the exception is of such a serious nature that the bid will not be accepted.

These specifications describe the **minimum** configuration/performance requirements for charging equipment:

### CHARGING STATION TECHNICAL SPECIFICATIONS

#### COMMERCIAL GRADE, DC FAST-CHARGING STATION

- Weatherproof equipment, including but not limited to resistance to rain, wind, and flooding – Cabinet/Enclosure rating of NEMA 3R (min)
- Mounting Options: Pedestal mount or Free-Standing
- Modularity – Unit shall be able to be modularly expandable or connected to additional units in the future for integrated build-out of DC Fast Charging infrastructure at the RWRA facility
- Use of high quality and visually attractive materials that complement and enhance the existing RWRA facility locations (2101 Grimes Ave, Owensboro, KY 42303)
- Compliance with National Electrical Code, FCC, UL Rated, Energy Star Rated and other relevant regulations for safety and operation
- Compliance with the Americans with Disabilities Act (ADA)
- Max Output Power: 120kW
- Voltage: 150 – 1000Vdc
- Power (kVA): 480 (3ph + N + PE) + 10%
- Frequency: 60 Hz
- DC Connector Type: CCS-1 (or NACS with provided CCS-1 Adapter)
- Cable Length: 25 ft
- Cable Management System: Yes
- Cable Locking Mechanism: Yes
- Connector Configurations: 2x 60kW simultaneously, 1x 120kW sequentially
- Maximum Continuous Current CCS [A]: 200A Connector (300A Connector - optional)
- Peak Current CCS [A]: 350A
- Protections Isolation monitor
- Optional De-Rate
- Fully networked to allow for the management of charging operations including access, power distribution, and charging notifications – Wi-Fi and Ethernet capable
- Data Protocol: OCPP 1.6
- 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
- Cabinet visual Indicators (Lights) indicating: Ready for Charge, Fast Charging, Slow Charging, Fault or Standby modes (min)
- Security design that is both tamper-proof and vandalism-proof, such as tamper-resistant screws, anti-vandalism hardware, locked enclosures, and graffiti-resistant coating

- Operating Software for networked data collection and usage viewing
- Captures real-time and historic usage data, electrical metering, equipment operational parameters and fault logs on all charging operations and provides data to RWRA via networked connection
- Warranty: 1yr Parts/Labor, 3yr Parts
- Available 24/7 customer support

Proposals shall contain detailed technical descriptions of charging stations proposed, including compliance with specifications listed above, energy delivery speed and time to charge an average electric car battery, the useful life of all components, and a full description of hardware and software used in networking and data capture. If the Proposal does not meet one of the technical specifications described above, a full explanation of the reasons why should be included in the Proposal in the Bidder's Exceptions, Conflicts and Clarifications table (pg 3/16).

## MANUFACTURER'S/SUPPLIERS SPECIFICATIONS AND WARRANTY:

All bidders shall provide with the bid proposal, a copy of the manufacturer's specification brochure offered in the bid proposal and (for used units) details on service history conditions describing location, duty, installed environment, etc. A copy of the manufacturer's and/or dealer's warranty shall also be provided showing the items covered and the duration of the warranty period. This warranty shall become effective on the date the unit has successfully completed manufacturer startup procedures as provided by the Bidder.

### Additional Information

Requests for additional information or clarifications of bid specifications should be directed to Tonya Smith, Purchasing Manager, Telephone (270) 687-8440, or by email at [bids@rwra.org](mailto:bids@rwra.org) in accordance with the Instructions to Bidders listed herein. Bidders are required to acknowledge receipt of all addenda on the quotation sheet submitted with the bid. Addenda will be emailed to all prospective bidders of record and posted on <https://rwra.org/contracting-with-rwra/> website.

Any bidder who receives this bid other than directly from the RWRA shall notify the RWRA that they have received the bid. This will allow the RWRA to notify all bidders of any addenda.

## 2024-14 Quotation Sheet

Please quote on the items listed below. RWRA reserves the right to reject all or any part of offer. All bidders are responsible for reading and complying with the attached specifications.

Bid Item #	Charger Type	Charging Equipment Manufacturer Name	Model #	Unit Price w/ All Accessories (\$)	Freight Cost (\$)	Total Item Cost Delivered (\$)	Production and Delivery Schedule After Receipt of Order (Wks)	Warranty Labor (Yrs)	Warranty Parts (Yrs)
<b>BASE BID:</b>									
1	Commercial DC Fast Charging Station			\$	\$	\$			
2	Networked Operating Software License Fee (If Applicable)			\$	\$	\$			
						<b>Total Base Bid:</b>	\$		
<b>OPTIONAL ADD/ALTERNATES:</b>									
A	Optional Vendor Preventative Maintenance Agreement (If Offered)					\$			
B	Optional 300A DC Charger Connector					\$			