

**Bid Pack**

**Attachment 3 – Statement of Requirements**

Contract Reference: CCTP24A01

Provision, Maintenance and Operation of Electric Vehicle Charging Infrastructure at Specified Locations in Suffolk

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# PURPOSE

## This procurement is for the provision, maintenance and operation of supplier funded (with support from SCC’s LEVI grant funding) electric vehicle charge-points and associated services under a single concession contract, at specified locations in Suffolk. The locations comprise land owned by SCC, by other local authorities, and by other community-based landowners in the county. The charge-points are required to meet projected demand from a rapidly increasing plug-in electric proportion of the local EV (as defined in section 4) with a specific focus on slow, low-powered charging for local residents and communities.

## As well as new EVCI, the scope of the procurement includes the adoption by the Supplier of existing EV charging infrastructure installed as part of the ‘Plug in Suffolk’ scheme (see 3.4 below).

## We believe that EV charging infrastructure needs to meet residents’ requirements. It needs to be both place-based and whole-system in its solution to provide locally tailored solutions that co-exist within the landscape of EV charging requirements. Urban and rural households in Suffolk both have insufficient access to, and are often unsuitable for, provision of EV charging points; the layout of towns and villages dating back to when widespread vehicle ownership was uncommon with housing having little off-street parking, narrow streets and footways.

## In dense urban areas where a commercial case may exist for EV infrastructure but cannot always be located directly next to a resident’s home, there is the potential to deliver this on a community basis. In rural areas no commercial case may exist. The solution we envisage would therefore target villages and towns and would also be suitable for communities in less affluent suburban areas; especially those constructed in the 1960s and 1970s where parking courts or garage blocks without an electricity supply were common.

## The solution must support our diverse communities with the provision of an infrastructure that builds on Plug in Suffolk, which government departments have used as an exemplar, rolling out EV infrastructure to provide open access, community-owned EV charging locations.

## The requirement is for **a minimum** of two 7kW charge-points at each location, which must have a contactless payment option; this minimum solution can be in the form of a single charge-point with two sockets. Higher rated charge-points and/or greater numbers of charge-points at locations can be proposed by bidders in their submission (Attachment 4 – Price Schedule V6) according to the results of their own investigations into feasibility, demand and capacity, and subject to the agreement of the Cluster Member concerned, noting that charge-points above 7kW will not be permitted at sites LP-NL-030 and LP-NL-032 (i.e. the Ipswich Park and Ride sites). However bidders should note that if chargers in excess of the minimum requirement require grant funding support, this may affect their score. Furthermore, any proposed charge-points above 22kW will not be eligible for any subsidy from the LEVI grant funding. Our expectation is that charge points draw on the existing power supply at the Mandatory Locations; new grid connections are not eligible for any grant subsidy therefore if required to meet the Supplier’s proposed solution, will be funded by the Supplier.

## In order to meet the requirement for a solution that supports the needs of Suffolk’s diverse communities, different End User Tariffs must be employed so that local residents can benefit from a cheaper tariff than visitors/tourists. This could be achieved through time-of-day tariffs or member/non-member tariffs, for example.

# BACKGROUND TO THE Buyer

## Suffolk County Council (“SCC”) is the county’s Highway Authority and, together with Tier 2 authorities operating within the county (namely West Suffolk Council, East Suffolk Council, Ipswich Borough Council and Babergh & Mid Suffolk Council – who are the Local Planning Authorities for their areas), has a portfolio of strategically important car parks and other destination parking capacity. In addition, SCC has developed a network of third party-owned, community-based public charging infrastructure through its innovative ‘Plug In Suffolk’ scheme, which saw 100 low-powered (7kW) public charge-points installed at 31 community locations around the county between 2019 and 2023. These locations vary from community centres and village hall car parks to popular local destinations, such as nature reserves. The network has grown to include a potential 63 new venues who wish to host charge-points on their premises. 3.4 below provides more detail on the Plug in Suffolk network.

## In 2022, the Suffolk Climate Change Partnership commissioned WSP to research and identify opportunities to progress the electric vehicle charging infrastructure (EVCI) across the county. The resulting report indicates that by 2030 there will be approximately 120,000 EVs on Suffolk roads which will represent approximately 29% of the total vehicle fleet in Suffolk. This will require a minimum provision of 3,225 (low uptake scenario) to 5,461 (high uptake scenario) publicelectric vehicle charge-points by 2030, with a minimum of 1,562 – 2,423 required by the end of 2025. Of the charge-points required by 2025, SCC expects sites maintained by SCC, other public bodies, and third-party-owned venues to provide hosting for c. 300 destination chargers, with on-street charging and privately owned destination and transit charging making up the balance.

## The information relating to these projections is available on SCC’s website in its ‘[Electric Vehicle Charging Infrastructure Strategy’ ([SEVC-INFRASTRUCTURE-STRATEGY-2023 (suffolk.gov.uk)](https://www.suffolk.gov.uk/asset-library/imported/SEVC-INFRASTRUCTURE-STRATEGY-2023.pdf)](https://www.suffolk.gov.uk/asset-library/imported/SEVC-INFRASTRUCTURE-STRATEGY-2023.pdf) and they are provided for reference only. SCC does not warrant or represent that the information, statistics and forecasts are complete, true or accurate. A Supplier should obtain such independent advice from its own advisors as it considers appropriate and carry out its own due diligence on the local demand for public EV chargers and must rely on its own enquiries.

## SCC has obtained copies of the Registered Title, where available, for the Mandatory Locations identified in Appendix 1 (“Mandatory Locations” hereto) and these can be provided upon request along with copies of landowner agreements to their sites being included as one of the Mandatory Locations for this tender. No other warranty is given in relation thereto or with regard to the suitability of the Mandatory Locations for the requirements for the EVCPs and requisite EVCI or set out herein, and the requirements under this Contract. The Supplier must rely on its own investigations and site surveys in this regard.

## The Supplier must further rely on its own investigations as to the suitability, proximity and availability of the electricity supply at the Mandatory Locations. The Supplier will be responsible for making arrangements with the local DNO provider for any supplementary infrastructure and agreements that may be required in this regard at its own cost as set out in Clause 6.4 below, noting that all the Mandatory Locations have an existing electricity supply on site. The Supplier must rely on its own surveys to ascertain the capacity and suitability of the supply for the proposed EVCI equipment for each site.

## SCC has been awarded grant funding as part of a LEVI Pilot project. The funding is intended to support the capital cost of the Deliverables for projects at the Mandatory Locations specified at Appendix 1. This does not include the cost of any new or upgraded grid connections; these are not eligible costs for subsidy by the LEVI Pilot funding.

## Details of the LEVI funding application and award can be found in Appendix 2 to this attachment. Any grant funding not used to support the Deliverables at the specified Mandatory Locations is expected to be used as a subsidy to deliver equivalent equipment and services at further locations of a similar nature (‘Further Locations” hereto) in Suffolk in order to increase the scale of the public ECVI around the county, and SCC hereby commits to working with the Supplier to agree such Further Locations and will facilitate the necessary agreement of the landowner/s to enable delivery by the Supplier.

# Background to requirement/OVERVIEW of requirement

## SCC has modelled predicted EV demand across the county to 2040 and has also mapped the locations and number of households who rely on on-street parking (comprising 25% of the total households in the county). This modelling has reinforced that a blend of charge point types will be required to meet the needs from all users, and support a smooth transition for residents, businesses and visitors across Suffolk.

## This procurement is an important step towards delivering the public charging infrastructure that will support planned economic growth, ensure value for money for residents and destination visitors, improving air quality in and around local centres, and ensuring that the public EV charging experience in Suffolk is safe, secure and accessible for all.

## According to the ZapMap database, at the end of May 2023, there were approximately 362 publicly accessible EV chargers across Suffolk, 100 of which being located at community sites through the ‘Plug In Suffolk’ scheme. To meet expected demand, SCC works actively with local businesses and landowners to encourage the provision of EV charging on private land, and enabling charging on land maintained by SCC or other parties at publicly accessible locations where it is most needed.

## The “Plug in Suffolk” project delivered 100 charge-points around the county at 32 individual sites between 2019 and 2023. These were delivered on an “own and operate” model, with site holders taking financial responsibility for all maintenance and back office and day-to-day operation of the charge-points. The scope of this procurement requires the adoption of the charge-points at 25 of these locations by the Supplier as part of the concession contract to ensure consistency. The majority of these sites are OCPP v1.6 compliant and will require upgrading to v2.0 but should not require additional hardware. However, there are 4 sites which are not v1.6 compliant and 9 sites which are currently not functional which will require upgrades to above ground equipment. This is detailed in the Location information contained in the Pricing Schedule 5.

## Delivery of services and goods under this Contract is expected to deliver Social Value as defined in ‘Public Services (Social Value) Act 2012’ to secure wider social, economic and environmental benefits. Qualitative assessment of added sustainability and social value is included within the quality/technical assessment questions and will be reflected in the quality/technical evaluation. Data will be required by SCC to demonstrate the Supplier’s compliance with the same throughout the Contract Period.

## The delivery of the services and goods under the Contract is to be on a Supplier funded basis with grant subsidy support available from SCC’s LEVI Pilot grant. It is intended this grant will support a level of provision to meet social need that is beyond what can reasonably be delivered on a fully funded basis within the timescales required by the successful Supplier. In this event the grant funding will be paid by SCC to the Supplier in accordance with and subject to the terms of the Contract.

## Whilst Suffolk County Council is the contracting party, (the “Buyer”), the Buyer is also contracting for the Deliverables to be provided for the benefit of other contracting authorities and landowners who are not parties to this Contract but who wish to have EVCPs installed and operated at sites owned, controlled or occupied by them within the county of Suffolk and who are identified as at the date of the Contract in Appendix 1 to this Schedule, or subsequently agreed by the Parties as being entitled to the Deliverables at their location(s) pursuant to this Contract as Cluster Member(s).

## It is a condition precedent to the Supplier’s right to commence the provision of any Deliverables under the Contract at a Cluster Member’s location, that the Supplier enter a separate, legally binding agreement with the Cluster Member substantially in the form annexed at Order Schedule 12 to this Contract (the “Cluster Member Agreement”).

## The Supplier shall make arrangements for and as necessary enter into such other agreements as may be necessary with any third parties at its cost whose goods or services are required for, or with a person with an interest or right over or in the Buyer’s Premises to obtain or access the necessary infrastructure and consents and grant of rights for the Supplier to provide the Deliverables at those premises.

# definitions

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| --- | --- |
| **Expression or Acronym** | **Definition** |
| AC | Means alternating current. |
| Activation | Means the completion of the necessary tasks bringing a charge point into practical, operational use (e.g. configuration of charge point to relevant payment software), following installation and commissioning.  |
| Annual Concession Fee | Means the fee payable as part of the Revenue to the Buyer or Cluster Member as stated in the Supplier’s completed Order Schedule 5 and as may be adjusted pursuant to the Contract. |
| Associated / Additional Services | Means services delivered in addition and complimentary to EV charging devices at a specified destination. This may include, but is not limited to:* Advertising screens with integrated EVCP
* Vehicle detection sensors
* CCTV & Lighting
* Illuminated and reflective signage
* Real-time availability signs

Seating, bicycle racks |
| Buyer | Means Suffolk County Council. |
| Buyer Premises | Means the premises owned, controlled or occupied by the Buyer (or for the avoidance of doubt by the Cluster Member as applicable) which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them) as agreed pursuant to this Contract. |
| Cluster Member | Means a person who is a third party to this Contract who is: - i) Named as a Host of a Location in Appendix 1 to this Schedule, or ii) Any other contracting party, who is subsequently agreed to be added as a Host of an additional Further Location pursuant to the Contract and on whom the Supplier agrees to confer the rights for Cluster Members in Order Schedule 12 (Clustering) by agreeing to the provision of the Deliverables at that location pursuant to this Contract and by entering into a Cluster Member Agreement, with that Cluster Member. |
| Consumer Prices Index (CPI) | Means the Consumer Prices Index as published by the Office for National Statistics from time to time or failing such publication, such other index as the parties may agree most closely resembles such index. |
| CPO | Means Charge Point Operator. |
| DC | Means direct current. |
| Deliverables | Means any EVCI and Associated Services and equipment, and the services provided thereby, approved by the Operational Board for delivery by the Supplier in line with the terms of the Contract. |
| Delivery Period | means the period from the Order Start Date ending on 30th September 2026 stated in the Order Form (unless extended pursuant to this Contract) during which final designs agreed by the parties must be installed and commissioned at any Further Locations subsequently agreed by the Supplier and the Buyer (see also part of Implementation Period). |
| DfT | Means the Department for Transport. The UK Government department with lead responsibility for electric vehicle charging infrastructure. |
| DNO | Means Distribution Network Operator – for Suffolk this means UKPN. |
| End User Tariff | Means the tariff stated as payable in Order Schedule 5 (Pricing Details) for use of the long and short stay EVCPs by the end users as may be adjusted pursuant to this Contract. |
| EV | Means Electric vehicle. Used in the context of this invitation to refer to roadgoing battery electric cars, vans and other vehicles using standard Type 2, CCS, CHAdeMO or other commercially available vehicles charging connections. |
| EVCI | Means Electric Vehicle Charging Infrastructure and include charge-points and all elements of their directly associated civil, mechanical and electrical infrastructure from the network connection through to the connector used by an end user. |
| EVCP | Means Electric Vehicle Charge Point. An electrical device designed and used for supply electricity for the purpose of charging electric vehicles. |
| Further Locations | Means locations (other than those specified in Appendix 1 as Mandatory Locations) for which the Supplier may propose installation of ECVI and Associated Services within the Delivery Period. |
| Goods | Means any equipment or physical infrastructure required to fulfil the Deliverables under the Order Contract. |
| Grant Funding Agreement | Means the agreement between Suffolk County Council and the Local Electric Vehicle Infrastructure Fund (LEVI) in relation to the Pilot grant awarded by the latter to the former. |
| Host | is a person who owns the freehold, or the leasehold title, controls or occupies a location(s) identified in the list of the Mandatory Locations in Appendix 1 (as may be varied from time to time by agreement in writing between the parties), being the Buyer or landowner, who requires the Deliverables to be delivered by the Supplier pursuant to this Contract at its stated location, such location being in the county of Suffolk. Where the Host is a third party to the Contract, and the Supplier agrees to the provision of the Deliverables at their Location they become a Cluster Member. |
| Initial Delivery Period | Means the period from the Order Start Date ending on 30th September 2025 or as stated in the Order Form during which final designs agreed by the parties must be installed and commissioned at the listed Mandatory Locations (unless extended pursuant to this Contract for Locations, see also the Implementation Plan). |
| LEVI | Means the UK Government’s Local Electric Vehicle Charging Infrastructure fund. |
| Locations | Means the Mandatory Locations specified at Appendix 1 and subsequent Further Locations agreed pursuant to this Contract. |
| Long Stay Charging Space | Means a parking space with an associated EVCP and having a parking time restriction of greater than 2 hours. |
| Mandatory Locations | Means the locations identified in Appendix 1 to this Schedule as mandatory and for which the minimum number of Short Stay Charging Spaces and Long Stay Charging Spaces must be provided by the Supplier within the Initial Delivery Period. |
| Net Book Value | Has the meaning as defined in Order Schedule 10. |
| OCPP | Means Open Charge Point Protocol. |
| Operational Board | Means the decision-making body responsible for the Order Contract Management as defined in DPS Order Schedule 15 (as amended). |
| ORCS | Means UK Government’s ‘On-street residential charging scheme’ grant funding through OZEV. |
| Order Start Date | Means the date from which the Order takes effect following signing of the Order Contract between SCC and the Supplier. |
| OZEV | Means the Office for Zero Emission Vehicles. |
| Revenue and Revenue Return to Host | Means the revenue payable by the Supplier to the Buyer or Cluster Member, in consideration of the grant to it of the concession to provide the Deliverables at the location pursuant to the Order Contract and retain the End User Tariff payments charged for use of the EVCPs. The revenue is comprised of: -   1. The fixed Annual Concession Fee per EVCP charging space, and
2. The Net Profit Share payable to the Buyer or Cluster Member by the Supplier for each kWh supplied to End Users, per EVCP charging space as is stated in the Order Schedule 5 completed by the Supplier and updated from time to time pursuant to the Contract.
 |
| Short Stay Charging Space | Means a parking space with an associated EVCP and having a parking time restriction of 2 hours or less. |
| SCC or Buyer | Means Suffolk County Council. |
| Supplier | Means the bidder whose bid is accepted by SCC. |
| TE | Means Transport East, the Sub-national Transport Body for Norfolk, Suffolk, Essex, Southend-on-Sea and Thurrock |
| UKPN | Means UK Power Networks – the DNO operating the electricity network across all parts of Suffolk. |

# scope of requirement

## The Supplier is required to supply the Contract requirement in this Schedule on a concession basis, as follows:

### To supply, install (or adopt), operate and maintain a minimum of 176 EVCPs and the requisite EVCI, and associated goods and services (to include the energy supply to EV equipment where required) at the Mandatory Locations listed in Order Schedule 5–Price Schedule (and Bid Attachment 5 Pricing Template), as may be varied pursuant to the Contract, (subject to consultation and amendment), on a concession basis.

### The Supplier’s capital costs in respect of Deliverables arising at 5.1.1. will be subsidised by the Buyer using SCC’s LEVI Pilot grant subject to compliance with and in accordance with the terms of this Contract and the LEVI Grant Funding Agreement. The grant funding will be paid by the Buyer to the Supplier upon Activation of the charge point/s at the Mandatory Location concerned. Bidders are required to specify the amount of subsidy they will require for each Mandatory Location and any Further Locations suggested by the Supplier.

### In consideration of and subject to the provision of the Deliverables as specified in and fully in accordance with the provisions of the Contract to the satisfaction of SCC, the Supplier shall be entitled to retain the End User Tariffs collected by it but will be required to pay the Revenue to the Buyer or Cluster Member, as the case may be, of the locations where it provides the Deliverables.

### The Contract will start on the Order Start Date and the Contract Expiry date will be: -

#### for all Mandatory Locations where EVCPs are installed/adopted and commissioned; 15 years from the end of the Initial Delivery period, that is, on **30th September 2040,** with an option for the Buyer to extend the Contract period for up a maximum additional period of 5 years: and

#### for all Further Locations where the Supplier agrees with SCC that EVCPs may be installed and commissioned; 15 years from the end of the Delivery Period, that is, on **30th September 2041**, with an option for the Buyer to extend the Contract period for up a maximum additional period of 5 years.

## **Delivery and Implementation**

### **Delivery**

#### The Supplier subject to the terms of this Contract:

#### Is required to deliver a minimum of 176 EVCPs overall before the end of the Delivery Period in the county of Suffolk (the County). The Buyer reserves the right to vary the maximum number of the EVCPs permitted to be delivered at any time during the Contract to accommodate increase in demand and extend the installation period for EVCPs, subject always to compliance with the Regulations or Concession Regulations as applicable; and

#### Is required to and shall have the exclusive right to install and operate at least the minimum level of charging provision specified for Mandatory Locations, within the Initial Delivery Period.

#### Is required to install and commission the amount and type of EVCPs stated in the Supplier’s submission for Mandatory Locations within the Initial Delivery Period where that is a higher number than the minimum requirement in Order Schedule 5 (Price Schedule); and

#### Is entitled, subject to i) prior completion of the Mandatory Locations and ii) prior agreement with the Buyer and Cluster Member on the installations pursuant to this Contract, to operate EVCPs, and requisite EVCIs and the associated goods at the Further Locations where the agreed installation is completed by the Supplier within the Delivery Period, on an exclusive basis as set out in clause 5.2.1.5.

#### The rights of exclusivity granted in this Clause 5.2 above to the Supplier to operate EVCPs at the Mandatory Locations and Further Locations will last until 30th September 2026, and the Supplier shall have thereafter right of first offer to install further EVCI at each location prior to the Host seeking alternative operators to install charging points at its site, and is subject to the completion of installation and commissioning of the EVCPs in accordance with the requirements and timescales under this Contract; and

#### Is required once the EVCPs are commissioned to operate, maintain and provide the end-to-end service for each of the EVCPs (or an equivalent volume thereof for each space), EVCIs and associated goods which it has installed as stated in this Schedule until the Contract Expiry Date applicable to the locations as stated in Clause 5.1.4.1 and 5.1.4.2 above and in the Order Form unless the Contract or relevant part of it is terminated earlier pursuant to the Contract.

### **Implementation**

#### Order Schedule 13 sets out the requirements for and provisions relating to the Implementation Period and Implementation Plan, provisions for the requirements for testing, the circumstances which would exceptionally entitle the Supplier to an extension to the Implementation Period, the consequences of and any Delay Payments payable to the Buyer or Cluster Member by the Supplier on a delay.

#### The Supplier is also to supply copies of all the documentation required to be produced on completion of the installation and commissioning at a location, as stated in the Contract and copies of:

* H & S file required to be produced to the client pursuant to CDM Regulations.
* O & M Manuals.
* As built drawings.
* Test certificates.
* Manufacturers Warranties (as required by Core Clause).
* Inventories/Asset register of EVCPs, EVCIs and associated goods for a particular location required as part of the Deliverables; and
* Any other documentation duly completed as required to give effect to the requirements and obligations on the Supplier under this Contract in relation to the achievement of completion of the Implementation Plan.

### **Construction (Design and Management) Regulations 2015 (CDM Regulations)**

#### In the Implementation Period and in any other period where qualifying construction works (including design) are being carried out under the Contract, the parties acknowledge that the Buyer (and where applicable any Cluster Member) and Supplier will all be a client for the purpose of the CDM Regulations. The Supplier is required in all cases in relation to the Buyer Premises to act as the sole client in the performance of all the duties of and comply with the obligations of the client under the CDM Regulations in relation to the relevant Deliverables at those premises, including, without limitation to act as, or appoint a principal contractor and principal designer and other duty holders as required who are competent to and have the resources to perform their obligations under CDM Regulations, and without limitation ensure the health and safety and welfare obligations are performed and give all notifications required.

### **Variation of Contract, or Buyer required alteration for the provision of EVCPs**

#### In the event of evidence to demonstrate that the demand for EVCPs has increased in any location or decreased in another within the county, either the Buyer or the Supplier may request a variation to the Contract pursuant to the Core Clause 24 for the delivery of EVCPs or additional EVCPs, any requisite EVCIs and associated goods and Services. Variations may include addition of locations or removal of existing Locations at suggestion of either party subject to approval by the Operational Board.

#### 5.2.4.2 The Buyer shall have the right to review all aspects of new and updated plans and designs and the relevant Cluster Member shall have the right to be consulted within an 8-week window except where the window for approval is regulated outside the Contract (e.g. TRO or S50).

#### Where the Supplier can evidence, to the satisfaction of the Buyer, that the risk of delay or additional cost is beyond its reasonable control and is not something which it could have ascertained prior to entering into the Contract, it may propose an alternative Location(s) which deliver(s) a comparable solution for the locality and which otherwise meet the Contract requirements, subject to the approval of the Buyer and always provided there is no cost to the Buyer. For this purpose the additional costs of the DNO or additional infrastructure for the necessary electricity supply connection shall not be considered beyond the Supplier’s reasonable control, where had the Supplier made all the enquiries prior to the Contract which a competent supplier experienced in the provision of comparable infrastructure and deliverables to the Deliverables could have made in respect of the same prior to Contract tender it could have ascertained and allowed for the additional cost in its bid. The Supplier shall not be entitled to any other relief.

#### The Buyer may require at its sole discretion the removal of EVCPs and EVCI in whole or part, or its removal and relocation at an alternative comparable location or locations (including in circumstances where the original site is required for another use by the Buyer or Cluster Member) and require the provision of the Deliverables at the new location. The Buyer shall pay the Supplier’s reasonable costs directly in connection with such relocation of the Deliverables where the original Location is required by the Buyer or Cluster Member for an alternative use. The change shall be implemented using clauses 24.2 and the details of the design scheme for the new location will be approved by a decision of the Operational Board pursuant to DPS Order Schedule 15 (Order Contract Management).

#### Where there is a request for a variation by either party the provisions of Core Clause 24 shall apply to the extent applicable, save where the terms of such variation (such as with regards to the prices (grant subsidy and Revenue)) are already provided for in the Contract. Impact Assessments are to be provided to the Buyer (and copied to the Cluster Member where applicable) by the Supplier a minimum of 8 weeks in advance of any decision required by the Buyer at the Operational Board

### Prices submitted by the Supplier as stated in the Order Schedule 5 Price Schedule (Bid Attachment 5) for the Mandatory Locations, which provide the basis for the pricing scoring element in the tender, will also be the prices which apply to the Revenue (comprising the net profit share and concession fees) for any Further Locations or variations in respect of Mandatory or Further Locations subsequently agreed to be delivered under the Contract. The Supplier will need to arrange and enter into the agreements for power supply connections (if required) and all the civils’ work required for the installation of charge-points and associated services called off under the Contract all of which is to be included in the Prices. Under no circumstances will the Buyer or Cluster Member be obliged to accept any request for price adjustment for any ground (including any mistake made in prices quoted).

# The requirement

## The Supplier is to deliver this project and carry out the design, supply, delivery, installation (or adoption as appropriate), connection, commissioning, servicing, maintenance, repair, replacement at the end of the life cycle of Goods and EVCI which form the Deliverables and the ongoing operation of the EV charging points and associated services entailed in a managed back-office service, including the management and processing of all payments for the use of the installed locations. In performing the same, the Supplier is required to:

### Obtain all necessary consents required for the provision of the Deliverables.

### Comply with the terms and conditions of the Grant Funding Agreement (where applicable).

### Obtain approvals as required under the Contract.

### Comply with all the provisions of the Contract.

## **Responsibilities in relation to the works and Deliverables**

### The Supplier will be responsible for all ground works (civil engineering and construction) design, construction and delivery services, including provision of cabling and infrastructure for and facilitation of and contracting for any required electrical connection to the DNO, and any electrical design and engineering works including but not limited to feeder pillars and cabling from the feeder pillars to the equipment supplied and installed and making good of car park and sites at the installed locations.

### The Supplier will be required to cover the cost of the end-to-end service, set out above including (but not limited to) all ongoing servicing, maintenance, repairs, warranty management and end of life cycle replacement of the EVCPs, EVCI and associated goods so as to maintain the standards specified in this Specification and the Services required under this Contract and the provision of a back-office function for the charging points and associated equipment installed. This includes maintenance of both the chargepoints and other above ground equipment and the underground infrastructure for the duration of the contract.

### The Supplier will be required to provide/arrange any meter installations and required electricity supply for sites at their own cost. This may be achieved with a connection provided by the local DNO within a dedicated feeder pillar, as appropriate for each Location. The Supplier must rely on its own investigations as to the proximity and availability of the same at the locations in this regard and for making the arrangements for any supplementary agreement that may be required in this regard. Such agreements must be capable of being novated by the Supplier to the Buyer, Cluster Member or their nominees, such as the successor suppliers of any of the Services at the end of the Contract.

### The specification included within this document is specific for the Buyer’s requirements and incorporates the obligations as to standards and accessibility that currently must be met for sites receiving LEVI grant funding. Additional obligations may apply if funding rules change during the Delivery Period. If additional obligations from the grant funding body result in a material impact on the cost of delivery of a proposed scheme the Supplier may propose alterations to a scheme which ensure the scheme(s) can be delivered within agreed funding limits by agreement with SCC and the funding body. The Supplier must comply in all respects with the requirements of and conditions imposed by the grant funding body.

### If grant funding eligibility rules do not support the specific equipment or works tendered, reasonable amendments may be made subject to the Buyer’s and Cluster Member’s (where different) agreement to the same, to the proposed deliverables provided that the amended deliverables meet both the grant funding eligibility rules and the minimum requirements stated in Order Schedule 5 - Price Schedule (Bid Attachment 5), and there is no change to the prices and return to the Host set out in the latter. For example, if the Supplier has tendered to deliver 7.1kW chargers for Long Stay Charging Spaces but the funding eligibility rules state that a minimum charging speed of 7.4kW is required then the Supplier may amend the deliverables to provide 7.4kW+ chargers instead, subject to the Buyer’s and Cluster Member’s (where different) agreement.

### Bidders are expected to read this specification carefully prior to submitting a bid and align their qualitative response to this to ensure they can demonstrate their understanding and ability to deliver in compliance with its requirements. By submitting a bid, a bidder will be regarded to have agreed to all terms and conditions set out in the specifications.

### Manufacturers or suppliers of proposed charging equipment must demonstrate compliance with the following technical specifications:

#### Where standards or regulations are mentioned, the Supplier must comply with the most current edition at the time of the installation. In cases of apparent inconsistency, the IET Wiring Regulations (BS 7671:2018+A1:2020) take precedence for electrical installation requirements.

## **Safety Management & Capability**

#### **Safety Management & Capability: Relevant regulations**

#### 6.3.1 Contractors shall operate in compliance with the Health and Safety at Work Act 1974 and The Management of Health and Safety at Work Regulations 1999.

#### 6.3.2 Installation personnel must hold as a minimum, as applicable, relevant NRSWA training modules for certification in an approved scheme of operatives and supervisors, in accordance with:

#### 6.3.2.1 The Street Works (Qualifications of Operatives and Supervisors) (England) Regulations 2016.

#### 6.3.3 All relevant regulations for the work activities being undertaken. This may include, but is not limited to:

#### 6.3.3.1 The Electricity Safety, Quality and Continuity Regulations (ESQCR) 2002.

#### 6.3.3.2 The Construction (Design and Management) Regulations 2015. The Buyer and Supplier shall identify and assign required CDM Dutyholder roles.

#### 6.3.3.4 The Control of Noise at Work Regulations 2005.

#### 6.3.3.5 The Control of Substances Hazardous to Health (Amendment) Regulations 2004.

#### 6.3.3.6 The Control of Vibration at Work Regulations 2005.

#### 6.3.3.7 The Electricity at Work Regulations 1989.

#### 6.3.3.8 The Lifting Operations and Lifting Equipment Regulations 1998.

#### 6.3.3.9 The Manual Handling Operations Regulations 1998.

#### 6.3.3.10 The Provision and Use of Work Equipment Regulations (PUWER) 1998.

#### 6.3.3.11 The Work at Height Regulations 2005.

#### 6.3.3.12 HSG47 avoiding danger from underground services.

## **Safety Management & Capability: Minimum Specification**

#### 6.4.1 The Supplier shall have a nominated competent person responsible for health and safety.

#### 6.4.2 The Supplier, and sub-contracted parties shall hold appropriate and up-to-date accreditation/qualifications for installation of funded charge-points.

#### 6.4.3 The Supplier shall fully understand the process, or have experience, working with DNOs for new and upgraded connections for EV charge point installations.

#### 6.4.4 The Supplier and all sub-contracted parties shall ensure all work is carried out in accordance with all the applicable processes, legislative requirements of the SCC Highways Team and other relevant authorities.

#### 6.4.5 The Supplier and all sub-contracted parties shall ensure they follow the Considerate Constructors Scheme code of practice and shall carry out installation works with utmost consideration to the local environment, any residents, businesses and visitors to the area.

#### 6.4.6 The Supplier should have due regard to the code of practice set out in ENA Engineering Recommendation G39 “Electrical safety in the planning, installation, commissioning and maintenance of public lighting and other street furniture”.

## **Charging Equipment Minimum Requirements**

#### **Charging Equipment Minimum Requirements: Relevant Regulations**

#### 6.5.1 The Alternative Fuels Infrastructure Regulations 2017.

#### 6.5.2 An AC recharging point for electric vehicles must be equipped for interoperability purposes with at least connectors of Type 2 as described in standard BS EN IEC 62196-2 “Plugs, socket-outlets, vehicle connectors and vehicle inlets. Conductive charging of electric vehicles – Dimensional compatibility requirements for AC pin and contact-tube accessories.”

#### 6.5.3 A DC recharging point for electric vehicles must be equipped for interoperability purposes with at least connectors of the combined charging system ‘Combo 2’ as described in standard BS EN IEC 62196-3 “Plugs, socket-outlets, vehicle connectors and vehicle inlets. Conductive charging of electric vehicles – Dimensional compatibility requirements for DC and AC/DC pin and contact-tube vehicle couplers.”

#### 6.5.4 The Environment Protection Act 1990

#### 6.5.4.1 EVCI shall not emit noise and other emissions that constitute statutory nuisance. A statutory nuisance is where the EVCI gives rise to issues where it:

#### 6.5.4.2 Unreasonably and substantially interferes with the use or enjoyment of a home or other premises.

#### 6.5.4.3 Injures health or be likely to injure health.

#### 6.5.5 Each charge point outlet is provided with electricity measurement that is either:

#### A non-volatile active electrical energy (kWh) meter that is MIR (The Measuring Instruments Regulations 2016, SI 2016/1153) or MID (Measuring Instruments Directive) approved.

#### Or, an approved Equivalent Meter (EM) with Meter Administrator (MA) (as required), as part of a measured Central Management System (mCMS) with valid approval by ELEXON to Balancing and Settlement Code (BSC) Procedure (BSCP) 520 *“Unmetered Supplies Registered in SMRS”*.

#### 6.5.6 Each EVCI product used shall be compliant with the following regulations as appropriate:

#### 6.5.6.1 Each EVCI product used shall be compliant with the following regulations as appropriate:

#### 6.5.6.2 The Radio Equipment Regulations 2017 (Directive 2014/53/EU) or as amended.

#### 6.5.6.3 The Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment Regulations 2012 (Directive 2011/65/EU Restriction of Hazardous Substances in Electrical and Electronic Equipment) and The Restriction of the Use of Certain *Hazardous Substances in Electrical and Electronic Equipment (Amendment) Regulations 2023* or as amended.

#### 6.5.7 Each EVCI product used shall be compliant with the following standards as appropriate:

#### 6.5.7.1 BS EN IEC 61851-1 *“Electric vehicle conductive* charging system – General requirements”.

#### 6.5.7.2 BS EN IEC 61851-21-2 “Electric vehicle conductive charging system – Electric vehicle requirements for conductive connection to an AC/DC supply. EMC requirements for offboard electric vehicle charging systems”.

#### 6.5.7.3 BS EN 61851-23 “Electric vehicle conductive charging system – DC electric vehicle charging stations”.

#### 6.5.7.4 BS EN 61851-24 “Electric vehicle conductive charging system – Digital communication between a DC EV charging station and an electric vehicle for control of DC charging”.

#### 6.5.7.5 BS EN IEC 61851-25:2021 “Electric vehicle conductive charging system – DC EV supply equipment where protection relies on electrical separation”.

#### 6.5.7.5 BS ISO 15118 “Road vehicles. Vehicle to grid communication interface” (standards series) – hardware and software ready to support technology including “Plug & Charge” out of the box, or when available.

#### 6.5.8 All EVCI products shall be marked on the nameplate with a valid conformity assessment mark.

#### 6.5.8.1 The UK Government intends to extend recognition of the CE marking for placing most goods on the market in Great Britain, indefinitely, beyond December 2024. This applies to 18 product regulations for new and existing products.

#### 6.5.8.2 Valid conformity assessment marks in Great Britain are the use of the UK Conformity Assessment (UKCA) and/or CE markings. In Northern Ireland CE marking shall be required and shall additionally include the UKNI mark, if the product used a UK conformity assessment body.

#### 6.5.9 The charging equipment shall meet regulatory requirements for load management and smart charging over the duration of the Contract with any changes to ensure this provided at the Supplier’s expense.

## **Charging Equipment Minimum Requirements: Minimum Specification**

#### 6.6.1 The Supplier shall ensure that all EVCI products used in the provision of the service are selected for their standards and regulatory compliance, ease of use, reliability and longevity.

#### 6.6.2 The charging equipment and its major components should be manufactured by organisations which are BS EN ISO 14001 “Environmental management systems. Requirements with guidance for use” certified (or successor/equivalent certification).

#### 6.6.3 Charging equipment units should be suitably compact to minimise adverse visual impact and designed to be sympathetic and in keeping with the streetscape.

#### 6.6.4 Charging equipment units should be designed to minimise adverse noise impact to local properties.

#### 6.6.4 EV charging equipment products which are certified/accredited by car OEMs; industry associations; or independent bodies/test labs (e.g. UKAS) are preferred.

#### 6.6.5 Where installed outdoors, the equipment shall provide a degree of protection of at least IPX4.

#### 6.6.6 The charge-points shall have a robust mounting configuration suitable for the installation location (wall, pedestal, pole, pillar etc.) with minimum external mechanical impact protection of IK08 in accordance with requirements of BS EN 62262 “Degrees of protection provided by enclosures for electrical equipment against external mechanical impacts (IK code)”.

#### 6.6.7 EVI products used shall include correct, permanent and indelible nameplates which contain essential product details in accordance with BS EN 61851-1 “Electric vehicle conductive charging system – General requirements”.

#### 6.6.8 The charging equipment and its major components must be manufactured in a facility that is BS EN ISO 9001 “Quality management systems. Requirements” certified (or successor/equivalent certification).

#### 6.6.9 All EVCI products offered by the Supplier shall be selected following a suitable due diligence process to ensure product compatibility, compliance, suitability, and ethical codes of the manufacturing and supply chain.

#### 6.6.10 Charging equipment to BS EN 61851-1 “Electric vehicle conductive charging system – General requirements” Mode 1 or Mode 2 shall not be compliant with these schedules.

#### 6.6.11 EV charging equipment shall include locking mechanisms or enable on-vehicle locking mechanisms as appropriate.

#### 6.6.11.1 Socket-outlets and vehicle connectors which are locked when in use to prevent disconnection under load and deter interference or theft. Unlocking shall occur when the user terminates the charging session.

#### 6.6.11.2 The EVCI shall include troubleshooting mechanisms to enable release of locking mechanisms in the event of system issues. This can be achieved via local controls or remotely operated release by the CPO back office.

#### 6.6.11.3 The system shall include capability to enable release of locking mechanisms in the event of power failure.

#### 6.6.11.4 Meet requirements stipulated in section 722 of BS 7671.

#### 6.6.12 Proposed EVCI hardware shall be selected in accordance with, and enable installation in accordance with, requirements placed upon EVCI in BS 7671:2018+A2:2022. This includes regulation 722.411.4.1 (for TN earthing systems) and regulation 722.531.3.101 (correct RCD protection).

#### 6.12.1 Where there is any risk associated with simultaneous contact, it shall be the Supplier’s responsibility to manage and mitigate this risk.

## **Protocols**

#### 6.7.1 Charge point products shall support or be ready to support Open Charge point Protocol (OCPP) v2.0 or above for CPMS communications.

#### 6.7.2 Charge point products shall support over the air upgrade capability to the latest/future versions of OCPP (such as v2.1).

#### 6.7.3 The Supplier must ensure its software and services deliver the service levels required in this specification in particular in terms of the monitoring, recording and reporting of the data required to be supplied hereunder.

## **Physical characteristics**

#### 6.8.1 The EVCI enclosures shall have an IP rating (according to BS EN 60529) meeting the requirements of BS EN IEC 61851-1 “Electric vehicle conductive charging system – General requirements” as minimum. Presently this is at least IP44 for equipment installed in an outdoor location and IP41 for equipment installed in an indoor location.

#### 6.8.1.1 IP ratings for socket-outlets and vehicle-connectors, when not mated, when making or breaking a connection, and when mated shall be in accordance with the requirements of BS EN IEC 61851-1 “Electric vehicle conductive charging system – General requirements”.

#### 6.8.2 EVCI equipment shall be protected against mechanical damage of high severity in accordance with the requirements of BS 7671 offering one, or more of: 1) positioning or locating to avoid damage by any reasonably foreseeable impact; 2) provision of local / general mechanical protection; 3) installing equipment that complies with a minimum degree of protection against mechanical impact (IK rating) in accordance with requirements of BS EN 62262 “Degrees of protection provided by enclosures for electrical equipment against external mechanical impacts (IK code)”.

#### 6.8.3 The EVCI equipment shall achieve a nominal operational ambient temperature range of -25 °C to + 40 °C.

#### 6.8.4 The EVCI hardware shall be manufactured using materials that are durable and preferably consider end-of-life repurposing, or recycling, including:

#### 6.8.5 Corrosion resistance.

#### 6.8.5.1 Frost resistance.

#### 6.8.5.2 UV resistance.

#### 6.8.6 The EVCI hardware will, as appropriate, include suitable physical security features (e.g., locks/keys, tamper protection boundaries, tamper seals, alarms/interlocks) to protect and deter against, as well as evidence, unauthorised access, tampering and abuse of the units and internal parts.

#### 6.8.7 Locations that are more exposed, or with more challenging environmental conditions, should consider EVCI, or parts of the EVCI, with the higher IP ratings for enhanced protection against ingress.

#### 6.8.8 Locations that are at higher risk of vandalism or slow-speed vehicle impact should consider higher impact (IK) rating of the EVCI or additional protective barriers.

#### 6.8.8 The EVCI units shall have a final finish that is sympathetic to the local environment.

#### 6.8.10 The EVCI equipment shall make use of antivandal surfaces/paints to deter damage from flyposting/graffiti. Anti-fly finishes (such as Dacrylate Margard Easyclean APF Finish or similar).

#### 6.8.11 Electrical characteristics

#### 6.8.12 Power preference options for the installation locations of the LA:

#### 6.8.12.1 The Supplier shall install charging equipment compatible with the available capacity of the existing supply to be repurposed for EV charging.

#### 6.8.12.2 Voltage rating: Low voltage charging equipment shall be rated for a supply with a phase to neutral voltage of 230 Vac (+10% / -6%). For three-phase equipment the nominal phase-to phase voltage rating is 400 Vac.

#### 6.8.12.3 Frequency: Charging equipment shall be rated for a nominal system frequency of 50 Hz (±1%).

## **Electrical characteristics of AC chargers shall be:**

### Up to 7.4 kW charging equipment:

#### Power: Capable of sustained power delivery commensurate to the supply capacity (at 50 Hz, 230 VAC nominal).

### 11 kW charging equipment:

#### Power: Capable of sustained 11 kW (three-phase) / 3.7 kW (single-phase) power delivery (at 50 Hz, 400 VAC nominal).

### 22 kW charging equipment:

#### Power: Capable of sustained 22 kW (three-phase) / 7.4 kW (single-phase) power delivery (at 50 Hz, 400 VAC nominal).

### Mode 3 EV charging to BS EN IEC 61851-1:

#### With Type 2 non-tethered socket-outlet(s) to BS EN IEC 62196-2 (BS EN IEC 618511 Case A2 or B2 connection), or another appropriate socketed interface supplied with suitable connections and adapter interface that enables Type 2 vehicle connections. Normally connection for recharging the vehicle is via a user supplied cable with plug and vehicle-connector.

#### 6.9.5 Where there are no locational constraints, and/or appropriate technology application means this is not practical, then dual-socket outlet charge-points capable of charging two vehicles at once shall be installed wherever possible to maximise value for money.

## **Electrical characteristics of DC chargers shall be:**

#### Charging equipment < 50 kW:

##### Single unit power electronics and dispenser form factor

#### 50 kW charging equipment:

##### Single unit power electronics and dispenser form factor

##### Three-phase connected equipment (at 50 Hz, 400 VAC nominal)

##### Power: capable of sustained 50 kW DC power delivery

#### Mode 4 EV charging to BS EN IEC 61851-1

#### Power factor ≥ 0.95

#### Output connectors:

#####  Single type outlets:

###### 1x Combined Charging System Combo 2 (CCS2) outlet to BS EN IEC 62196-3 configuration FF

##### Dual (matched) outlets:

###### 2x Combined Charging System Combo 2 (CCS2) outlet to BS EN IEC 62196-3 configuration FF

##### Dual (multi-standard legacy) outlets:

###### 1x Combined Charging System Combo 2 (CCS2) outlet to BS EN IEC 62196-3 configuration FF

#### Usage of tethered cables to BS EN IEC 61851-1 Case C connection.

## **Other charging technologies**

### Charging equipment with embedded generation for DC bi-directional (V2X) capability:

##### Equipment shall be type tested as per requirements of the Energy Networks Association (ENA) for type tested devices.

##### Equipment with embedded generation capability less than or equal to 16 A per phase shall be compliant with the requirements of ENA Engineering Recommendation G98 Issue 1, Amendment 7.

##### Equipment with embedded generation capability greater than 16 A per phase shall be compliant with the requirements of ENA Engineering Recommendation G99 Issue 1, Amendment 9.

##### Mode 4 EV charging to BS EN 61851-1

##### Dual outlets:

###### Combined Charging System Combo 2 (CCS2) outlet to BS EN 62196-3 configuration FF

###### Tethered CHAdeMO outlet to BS EN IEC 62196-3 configuration AA (Sumitomo Electric SEVD-01, the Yazaki CHV-04 or equivalent).

#### 6.11.2 Charging equipment with embedded generation for AC bi-directional (V2X) capability:

##### Equipment shall be type tested as per requirements of the Energy Networks Association (ENA) for type tested devices.

##### Equipment with embedded generation capability less than or equal to 16 A per phase shall be compliant with the requirements of ENA Engineering Recommendation G98 Issue 1, Amendment 7.

##### Equipment with embedded generation capability greater than 16 A per phase shall be compliant with the requirements of ENA Engineering Recommendation G99 Issue 1, Amendment 9.

##### Mode 3 EV charging to BS EN IEC 61851-1:

###### With Type 2 non-tethered socket-outlet(s) to BS EN IEC 62196-2 (BS EN IEC 61851-1 Case A2 or B2 connection), or another appropriate socketed interface supplied with suitable connections and adapter interface that enables Type 2 vehicle connections. Normally connection for recharging the vehicle is via a user supplied cable with plug and vehicle-connector.

###### With Type 2 tethered vehicle-connector to BS EN IEC 62196-2 (BS EN IEC 61851-1 Case C connection).

## **Charge point load management and smart charging**

#### 6.12.1 AC chargers shall be capable of supporting dynamic load management functionality in order to avoid exceeding current and future site supply constraints.

#### 6.12.2 Where load management is part of an approved export or load limitation scheme the system shall meet the requirements of ENA Engineering Recommendation G100 Issue 2, Amendment 1.

#### 6.12.3 AC chargers must be capable of receiving and sending information via a communication network, and able to respond to signals increasing or decreasing the rate of electricity flowing through the charge point; and changing the time at which electricity flows through the charge point.

6.12.4 All chargers installed shall be capable of mutual load balancing, such that all charge-points deliver an equal amount of charge to vehicles connected and in demand of power. Where one (or successive vehicles) reduce their individual demand due to becoming fully charged, their reduce charge demand will be distributed among remaining charge-points. Successive or ‘first come, first served’ load management/balancing shall not be employed.

## **Usage and Payment**

### Charge point equipment shall support an appropriate range of mechanisms for managing and controlling charging transactions, including payment. In order that usage of charge point equipment is inclusive to the broadest range of users possible, charging equipment shall feature simple and intuitive user interfaces.

## **Usage and Payment: Relevant regulations**

6.14.1 Charge points must be in compliance with the Alternative Fuels Infrastructure Regulations 2017 (or as amended), including facilitating ad hoc access without mandating ongoing contracts, membership schemes or ownership of specialist cables or adapters (any specialist adapters need to be available at locations to end users).

6.14.2 Charge point equipment must comply with The Public Charge Point Regulations 2023. This includes:

6.14.2.1 The charge point system shall meet requirements for pricing transparency displaying on the charging equipment or through separate devices not requiring the user to enter into a pre-existing contract, a consumption based (pence per kWh) tariff.

6.14.2.2 The tariff displayed and charged must not increase once the charging session commences.

6.14.3 The Public Charge Point Regulations 2023 specify that charging devices installed with connectors rated at 8 kW or above must ensure that a user is able to pay by contactless payment (support for contactless debit and credit card payment); however, the requirement in this procurement is that devices rated at 7 kW or above must ensure users can pay by contactless payment alongside other payment methods.

## **Usage and Payment: Minimum Specification**

### Charge point equipment shall support a range of mechanisms to identify, authenticate and process payments including:

#### Contactless card using credit/debit cards with no need to enter card, PIN or personal details or use a mobile phone

#### NFC device payments (e.g. Google Pay / Apple Pay)

#### Mobile app

#### RFID

#### Web app

### Cash only payment systems shall not be used to meet ad hoc access requirements in the Alternative Fuels Infrastructure Regulations (2017).

### The charge point system shall provide support for different pricing mechanisms and/or tariff structures for different user groups if required e.g. charge point network members and non-members and will provide a cheaper tariff to local residents by some means (e.g. time of day tariffs) as well as free charging for SCC staff[[1]](#footnote-2) at locations LP-NL-030 and LP-NL-032 (Park and Ride sites) (e.g. whitelisting).

#### **Charging equipment must:**

##### Be fitted with a payment or access control mechanism (as appropriate)

##### Display instructions for payment or access (as appropriate) and equipment operation

##### Display the maximum price of a charging session clearly in pence per kilowatt hour. The price can be displayed either on the charge point or through a separate device.

##### Provide for any other payment methods legislated for at the time of installation

##### Not require a pre-authorisation amount greater than £5

#### User interaction accessibility and user interfaces:

* + - * + The usage of the proposed charge-points shall be intuitive for the end user. This includes the instructions and information that are displayed to the user before/during/after a charging session and how this information is communicated, whether on the charging equipment, on a customer smart device, or on signage accompanying the equipment.
				+ Charging equipment status must be indicated using lights, light-emitting diodes (LEDs) or electronic display.

##### All applicable user costs must be clearly visible to the user prior to starting a charging session, regardless of payment method. Operator discretion is allowable on how pricing information is shown. It is preferred that the EVCI system has a way to display the live cost of charging to the user during a session.

##### Each charge point unit and connector shall have suitable use of visual (lights, LEDs and/or screens); audible; and/or tactile interfaces and cues, to provide user feedback on actions initiating, controlling and completing a charging session.

##### Each charge point unit shall use the aforementioned visual (lights, LEDs and/or screens); audible; and/or tactile interfaces and cues to clearly indicate the charging status for each outlet.

##### Information screens, and/or user interface elements shall:

###### Be in English by default with the ability to configure and support additional language options preferable. Instruction should make use of symbols, and/or pictograms where possible.

###### Be presented in accessible, plain English, large clear-type consistent fonts, easily recognisable symbols.

###### Avoid the use of jargon and acronyms.

#### The contactless debit and credit card payment requirement can be shared across multiple charge-points forming a cluster in a single location (e.g. a single payment terminal covering a bank of multiple charge-points).

##### There should not be more than 10m between a charge point and its nearest payment terminal.

##### In large installations, the ratio of charge point outlets to payment terminals should not exceed 5:1.

##### Where the payment terminal is not immediately visible from the location of the charging socket, clear signage must be provided to direct users to the payment terminal.

##### The payment terminal should be fitted in such a location that it can be accessed without significantly diverting the user from the entrance/exit of the car park, so far as is possible at a given site.

##### At least one payment location must be accessible for wheelchair users / drivers with disabilities.

#### An accessible method should exist for a user to access a VAT receipt.

#### It is preferred that users are able to remotely view live data of their charging session including, status, session duration, kWh delivered and charging session cost.

#### Digital software solutions in apps and online shall comply with W3C Web Content Accessibility Guidelines (WCAG) [[2]](#footnote-3),[[3]](#footnote-4) Level AA to ensure the widest possible access.

## **Customer Service**

### It is essential that the Supplier prioritises and demonstrably delivers excellent customer service at all times to all stakeholders.

## **Customer Service: Relevant Regulations**

### The customer service provision will at all times be in accordance with legislation and must be in compliance with The Public Charge Point Regulations 2023.

### This includes requirements for the provision of a staffed telephone helpline, prominence of the contact numbers and requirements to record and report logs of helpline usage.

## **Customer Service: Minimum Specification**

### Helpdesk support

#### The supplier shall provide a helpdesk service for the Buyer/Hosts and users of the chargepoints operating 24/7 in which support is free at the point of use. The minimum service provision is for a telephone support line, but Suppliers can offer additional methods to access helpdesk support (e.g. webchat, online call systems, call-back functionality, social media messaging channels.)

#### The helpdesk will provide a minimum of English language support.

#### The helpdesk will provide a minimum of a telephone support line.

#### Charge points and/or associated signage will provide stickers or notices clearly detailing helpdesk service contact information, including contact numbers for the telephone support line.

#### Each charge point will be clearly and durably labelled or inscribed with a unique CPO charge point reference (or number) that will be used to identify charge point.

#### The Supplier will provide first line support to answer calls from users and guide them through possible remedies that do not require an engineer at site (e.g., trapped plugs or other error). This includes facilities for remote charge point reboot or restart facilities.

#### In the event of a suspected fault becoming known, the first line support team are to raise a support request ticket) with an appropriate, competent party to manage, track and resolve the fault.

#### The Supplier shall provide customer service reports to the Buyer about the number and types of tickets raised in relation to the EVCI installed under the contract.

## **Accessibility**

### The Supplier shall evidence that deployed EVCI is in compliance with legal requirements for accessibility and inclusive design. Suppliers shall demonstrate a commitment to push the boundaries on maximising accessible infrastructure at all points in the EVCI deployment lifecycle for all users.

## **Accessibility: Relevant Regulations**

#### 6.20.1 Notwithstanding any other requirement in this specification, public charging equipment must comply with the Equality Act 2010 and any other relevant legislation.

## **Accessibility: Minimum Specification**

#### 6.21.1 The design, layout, and implementation of charge point installations in both standard and accessible bays shall adhere to the provisions set out in PAS 1899.

6.20.2 The placement and installation of EVCI shall also, where possible, take into account the best practice guidance for the built environment within BS 8300-1:2018 “Design of an accessible and inclusive built environment - External environment. Code of practice” and the design guidance within Designability’s “Design Guidance: Accessible EV Charging” 2022.

6.20.3 Where a requirement of PAS 1899 cannot be accommodated due to e.g. conflict with highway regulations or other physical constraints, the Supplier will seek the Buyer’s agreement for a variation for that particular Location in accordance with the provisions of 5.2.4 above; such requests will be determined on a case-by-case basis.

6.20.4 All charging spaces must:

6.20.4.1 Be a minimum of 5m long by 2.4m wide.

6.20.4.2 Be clearly identifiable from the viewpoint of a vehicle driver’s position as they approach, as being EV charging spaces e.g. by provision of legible reflective or illuminated signage and or line/surface markings.

#### Be accessible for all users without specific mobility needs.

#### 6.20.5 At each location provision must be made for:

#### 6.20.5.1 At least 1 accessible[[4]](#footnote-5) charging space in every 10.

#### 6.20.5.2 A minimum of 2 accessible charging spaces per location.

## **Charge Point Operator**

### The deployment of EVI must be supported by a capable and reliable charge point operator function that ensures EVCI is always operating safely and reliably. The Supplier shall be focussed on operational excellence.

## **Charge Point Operator: Relevant regulations**

### The Alternative Fuels Infrastructure Regulations 2017.

### Reliability and availability of the EVCI must at all times be in compliance with The Public Charge Point Regulations 2023

### Rapid charge-points of 50 kW or above must achieve an average reliability requirement of 99% during each calendar year.

## **Charge Point Operator: Minimum Specification**

### The Supplier shall ensure a 24/7 contact number for emergency support, e.g. in the event of a road collision involving the EVSE or electrical supply equipment.

### EVCI Communications:

#### In each charging location the EVI need to be internet connected using highly reliable and resilient communications for: control, payment authentication, data, monitoring, maintenance, and security purposes.

#### The Supplier shall ensure reliable communication to EVCI installations at all times via method(s) determined to be most appropriate to the location and circumstances.

#### The EVCI shall allow this to be achieved flexibly with supported connectivity methods, e.g. via RJ45 wired ethernet, Wi-Fi (inbuilt, approved 3rd party), mobile networks

#### Communications shall include suitable consideration for reliability and redundancy, for example communications using cellular mobile networks as its basis shall include suitable consideration for: redundancy, dual-sim devices, and/or roaming SIM solutions that can make best use of available mobile network connectivity.

#### Adaptations shall be considered to ensure reliable communications in areas of weak mobile connectivity, which could include taking the following approaches.

###### Careful monitoring and selection of cellular networks.

###### Consideration for selection and positioning of antenna equipment.

###### Alternate communications technologies, such as satellite communications.

###### Roaming SIM cards or similar

### Reliability:

#### Determination of reliability shall follow the method defined in The Public charge Point Regulations 2023.

#### Individual charge point reliability, and availability, will meet the requirements stipulated within the Contract KPIs.

#### The point network reliability, and availability, for the charge-points covered by the scope of this Contract shall meet the requirements stipulated within the Contract KPIs.

### Roaming:

#### The Supplier shall through their back-office platform support payment roaming technology that can integrate with multiple EMSPs serving customers across regions.

#### The roaming capability shall support OCPI version 2.2.1 or above with minimum of Credentials, Locations, Sessions, CDRs & Tariffs modules implemented.

### Platform

#### The Supplier shall use a scalable management platform that can provide operational control for all charging equipment within this contract.

### In the event that EV charging equipment becomes uncontactable with the back office and payment systems, the EV charging equipment shall remain operational to enable users to continue initiating and stopping charging sessions.

## **Charge Point Management System**

#### **Charge Point Management System: Relevant Regulations**

### The Supplier shall comply with The Public Charge Point Regulations 2023 which includes requirements for payment roaming and open data recording and provision.

## **Charge Point Management System: Minimum Specification**

#### The CPMS shall support at minimum OCPP version 2.0

#### The CPMS shall support at minimum OCPI version 2.2.1

#### The CPMS shall include features for ad-hoc reporting and analysis functionality.

#### The CPMS shall include remote monitoring functionality for charge-points on the network.

#### The CPMS shall not include any limitations in terms of the number of charge-points that are expected to be managed as part of the contract.

#### The CPMS will be ready or demonstrate clear development plans for future support of BS ISO 15118 Plug&Charge.

## **Data requirements (see also section 8. Management Information/Reporting)**

#### **Data requirements: Relevant Regulations**

### The Supplier shall comply with The Public Charge Point Regulations 2023 which includes requirements for open public charge point data recording and provision.

#### The Supplier shall provide, to the Buyer, data on availability according to the specification stated in the regulations

#### The connection status for each connector shall be reported independently.

#### The Data Protection Act 2018.

#### The UK GDPR 2018.

## **Data requirements: Minimum Specification**

### The Supplier and the Buyer shall enter into a data sharing agreement within the Contract in which the Supplier must provide the Buyer with relevant management information and reporting at no cost within 5 working days once a request has been submitted. At any time the Buyer may request the Supplier to supply relevant management information and reporting to help them make better-informed decisions.

### Requirements for the Buyer to have access to relevant management information and data. Either agreement of ongoing delivery of data or provision of data within 5 working days of a request being submitted.

### All relevant data should be made available to enable the Buyer to perform its statutory obligations.

### All relevant data should be made available and be capable of being transferred to a successor Supplier.

### For each charge point, and as otherwise agreed between the Buyer and the Supplier, the Supplier agrees provide the Buyer with aggregated, anonymised, and non-personal charge point usage data:

#### Utilisation by charger/outlet over different timescales and time groupings (e.g., day of week, hour of the day) – plug in durations, power delivery durations, kWh import, kWh export (if applicable).

#### Per charging event: charging session ID, charge point ID, plug in datetime, unplug datetime, power delivery start datetime, power delivery duration, kWh import, kWh export, average power during import, average power during export (if applicable), tariff rate(s), total kWh costs, any other charges, total amount billed, payment method

#### Breakdown/utilisation by payment/access method.

### The Supplier shall provide the Buyer with data on helpdesk availability.

#### Time duration reports of any downtime events to helpdesk coverage, including telephone helplines

### **Revenue:**

#### The Supplier shall provide transparent annual reporting to show usage, revenue generated, and revenue share to be credited to the Buyer: from each of the charge-points in operation under the contract; and summarised totals for all charge-points in scope of the contract.

### The Supplier shall provide data on tariff rates to the Buyer:

#### Tariff rate in effect over different time periods.

### The Supplier shall make available to the Buyer aggregated, anonymised charging statistical data through a flexible dashboard functionality. The data requirements are as per the data specification above

### The Supplier shall ensure reliable, up-to-date static and dynamic information about the charge-points will be accurately listed as part of the commissioning process. The types of data include static and dynamic data.

#### The Static data include locations, power rating, connectors, accessibility, usage, and other relevant features required.

#### Dynamic data will include live availability, status information, as well as other information such as operational tariffs or power availability where active management may be in place.

### Charging equipment must allow remote data collection. Each charge point outlet must measure energy supplied and output this both to:

#### The display

#### A remote data acquisition system compatible with OZEV’s usage data requirements

#### Each charge-points’ electricity meter must be approved under the Measuring Instruments Directive (MID).

### Charging equipment should notify mobile app users of:

#### Current charging status

#### KWh of electricity dispensed

#### Cost of charging session so far

#### Notification that charging is complete

#### Notification of a fault / unexpected disconnection

#### Time remaining on parking session (where applicable)

### All connectors shall be reported independently.

### All publicly accessible charge-points, as defined by The Alternative Fuels Infrastructure Regulations 2017, shall be listed openly on accessible public indexes and directories. All relevant data fields shall be completed and maintained accurately over the full duration of the contract.

#### Listing on the National Charge point Registry (NCR), or any successor platform

#### The Suppliers own public network map (if one is operated).

#### ZapMap ([EV charging stations & electric vehicles - Zapmap (zap-map.com)](https://www.zap-map.com/)

#### Apple and Google mapping tools.

### The following E-mobility Supplier (EMSP) Directories:

#### The EV Roam ID registration database

#### Any other indexes, or directories mandated by legislation over the life of the contract.

### The Supplier shall be obligated to support the Buyer with fulfilling any FOI requests, which do not require commercially sensitive information, by providing relevant data and information requested.

### The Supplier should have available a web-API facility to allow machine-to-machine data provision to the Buyer. The data requirements are as per the data specification above.

## **Survey, Design, Installation, Commissioning & Bringing into Service**

#### **Survey, Design, Installation, Commissioning & Bringing into Service: Relevant Regulations**

### The Construction (Design and Management) Regulations 2015.

### The Supplier shall adhere to the Electricity Safety, Quality and Continuity Regulations – ESQCR 2002 (as amended).

### The Supplier shall adhere to the Electricity at Work Regulations 1989 (EAWR).

### The Supplier shall work with the Local Authority to ensure that obligations to prevent potential water pollution are met, for instance, in respect of potential fire water pollution:

#### In England and Wales: Environmental Protection, England and Wales – The Environmental Permitting (England and Wales) Regulations 2010.

### The Water Resources Act 1991 in which polluting a water source is an offence.

### The Water Industry Act 1991 in which polluting a sewer is an offence.

## **Survey, Design, Installation, Commissioning & Bringing into Service: Minimum Specification**

### The Supplier shall create and maintain for the full duration of the survey, design, installation and commissioning phases a project delivery plan which is made available to the Buyer.

### Design of EVCI installations shall be in compliance with the as amended version of BS 7671 “Requirements for Electrical Installations (IET Wiring Regulations)”

### The Supplier shall be responsible for the assessment, management and mitigation of any additional HSE risks modified directly or indirectly by the installation of the EVCI, including site emergency plans and fire.

### The Supplier shall have a robust appraisal process for site review, survey, and design including:

#### Processes for IT/communications considerations of EVCI installs, e.g., evaluation of mobile signal strength

#### Processes for electrical considerations of EVCI installs, e.g., supply, distribution, earthing, cabling

#### Processes for physical considerations of EVCI installs, e.g., bay marking, signage, impact protection, civils.

#### Processes for cyber security of EVCI installs, e.g., vulnerability appraisal, intrusion prevention & detection, encryption of data.

#### Process for consideration of EVCI installs in the local environment, e.g., environmental impact assessments, conservation areas.

### The Supplier will provide the Buyer with their process for change management, in particular, for design changes necessitated by bay layout and unexpected underground conditions.

### The Supplier and any sub-contracted parties shall adhere to all relevant standards and best practices including:

#### Manufacturer instructions and standards.

#### BS 7671 “Requirements for Electrical Installations (IET Wiring Regulations)” as amended.

#### The recommendations of the IET Code of Practice for Electric Vehicle Charging Equipment Installation (as amended).

#### Energy Energy Networks Association (ENA) Engineering Recommendations (ERECS), in particular

#### EREC G12 – Requirements for the Application of Protective Multiple Earthing to Low Voltage Networks

#### EREC G100 – Technical Requirements for Customers’ Export and Import Limitation Schemes.

#### BS EN IEC 61851 (standards series).

#### And all other applicable standards

#### The Supplier shall outline their standard process(es) and capabilities for the installation of EVCI including:

#### Installation management, including making good and disposal of waste material after installation

#### The Supplier will ensure direct communications with relevant officers of the Buyer to manage all preparatory work required

#### Secure goods handling capability to receive and store hardware until required.

#### Description of network of installers and the works they can supply

#### Measures to ensure installers have appropriate competence and capability

#### Suitable earthing and bonding according to the needs and requirements of the installation and the DNO as well as meeting requirements for avoiding the risk of simultaneous contact between different earthing systems.

### Suppliers shall outline their standard process(es) for commissioning and bringing into service an EVCI installation including the following areas:

### IT/communications and back-office inclusion

### Electrical including supply, distribution, earthing, and cabling.

### Physical attributed including bay marking, signage, impact protection civils.

### Customer user acceptance, handover and sign off.

## **Equipment Positioning**

#### **Equipment Positioning: Minimum Specification**

### The final positioning of EVCI shall be considerate of the requirements and provisions for accessibility defined in section 6.2.7.11 Accessibility.

### EV charging equipment shall be installed in a final position to minimise the likelihood of vehicle impact damage. Where it is foreseeable that charging equipment could be damaged by vehicles, additional protective measures, such as bollards or barriers shall be installed while preserving accessibility requirements at all times.

### EV charging equipment shall be installed in a final position so that charging cables in use do not trail across pedestrian areas, and otherwise avoid creating trip hazards and impeding access for users of mobility equipment.

### EV charging equipment shall be installed with due consideration for local environmental hazards (e.g. flooding) and, where such hazards present a significant risk to the equipment or its users, appropriate mitigations shall be made.

### EV charging equipment shall be installed with due consideration for fire risk and the Supplier shall be responsible for carrying out fire risk assessments for each location as part of the Scheme Design process (see 6.33)

### Where a footway is present, the installation of all EV infrastructure, along with all supporting electrical supply infrastructure, shall ensure usable footway widths are preserved in line with section 4.2 of Government recommendations on Inclusive Mobility to avoid negative impact on pedestrian comfort levels and accessibility (both in usage of charging equipment and through access of pavements)

#### An absolute minimum width of 1500 mm being acceptable under most circumstances.

### The final position of the EVCI shall not interfere with any existing statutory undertakers or any other existing equipment commonly found in areas where EVCI are installed.

### Locations and positions of EVCI, including groundworks, in close proximity to trees and tree roots, such that to install will cause damage or have an adverse impact to trees, shall be avoided.

#### National Joint Utilities Group (NJUG) guidelines shall be consulted and tree protection zones established:

#### Prohibited zone: Excavation within 1 m of the trunk is prohibited.

#### Precautionary zone: 4x the tree circumference. Where excavation must take place, use of mechanical excavation is prohibited, and precautions are required to protect any exposed roots.

#### Permitted zone: mechanical excavation works permitted with caution, exposed roots should be protected

#### Obligations shall be considered with respect to trees and woodlands with tree preservation orders (TPOs) as well as trees in locations with designated status, such as conservation areas.

### The final placement and orientation of charge-points shall be administered such that points of access, for all anticipated use cases, are not obstructed by low-lying obstacles, street furniture, plants, or other shrubbery.

### Provision of adequate lighting around the charge-points should be given due consideration, to BS 8300-1 “Design of an accessible and inclusive built environment – External environment. Code of practice” (Clause 11). Exceptions to this are locations where preserving darkness of external environment and reducing light pollution is necessary.

### Where possible, electrical supply infrastructure, such as feeder pillars, should be placed in such a location as to minimise visual intrusion, potential for vehicle impact damage and/or potential for use to gain unauthorised access to adjacent properties or land. Where specifically required by the contracting authority, feeder pillars are to be camouflaged to blend in with the surrounding street scene. Examples may include alternative colours or decoration (such as painted to mimic surrounding brickwork etc).

## **Local Connection Assets, Groundworks & Civils**

#### **Local Connection Assets, Groundworks & Civils: Relevant Regulations**

### New Roads and Street Works Act 1991.

#### **Local Connection Assets, Groundworks & Civils: Minimum Specification**

#### Ground mounting points for EV charge-points shall, where applicable and reasonably practicable, utilise a standard groundworks mounting method such as retention sockets, prefabricated mounting block, or modular subsurface component enclosures that facilitate easy maintenance and eliminate future civil works.

#### In general, ground mounting blocks shall be manufactured/supplied by the charge point manufacturer.

#### Where the utilisation of standard groundworks is not reasonably practicable, justification must be provided to the local authority in each instance.

#### Power infrastructure, including feeder pillars, power distribution cabinets and consumer units, shall be sized and dimensioned to meet the full potential future provision.

#### The Supplier shall be responsible, in consultation with the Buyer, for arranging any required new connections with the DNO (including associated groundworks requirements), the engagement of the energy supplier, and contestable works.

#### For each specified installation site, groundworks installation shall provide for an agreed quantity of passive provision (see Mandatory Site List at Appendix 1) except for where unforeseen physical/practical limitations are identified during the installation phase that would reasonably prevent this.

#### Scheduling of groundworks and civils will give due consideration to any statutory obligations to co-schedule with other groundworks activities.

#### Scheduling of groundworks and civils will give due consideration to minimise any disruptions to pedestrians, drivers and local residents.

## **Permits and Consents**

**Permits and Consents: Minimum Specification**

## The Supplier shall obtain any other permits or permissions and ensure they remain in place for the duration of the Contract as necessary. This includes, but is not limited to, any consents that are necessary for:

### Third party land access rights (wayleaves, easements, leases), particularly for where a DNO point of connection is not on land of the Local Authority, or crosses land that is not of the Local Authority.

### Planning permission.

### Permits to work.

## A copy of all agreements and permits shall be available to the Buyer and not unreasonably withheld.

## **Energy Supply**

**Energy Supply: Minimum Specification**

### Suppliers shall arrange electricity supply contracts and associated metering with an Office for Gas and Electricity Markets (Ofgem) licenced electricity supplier.

### As a minimum the energy supply will use only green renewable energy for the charge-points certified as renewable through the redemption or purchase of Renewable Energy Guarantee of Origin (REGOs).

### Direct, private wire connections to renewable electricity generation equipment shall be considered where practical and commercially viable.

## **Signage & Markings**

#### **Signage & Markings: Relevant Regulations**

# The Traffic Signs Regulations and General Directions 2016

#### Where a traffic regulation order (TRO), or traffic management order (TMO) is in place restricting usage to charging EVs only, the signage shall indicate the bay is for EV charging only in the form as prescribed in chapter 3 of the Traffic Signs Regulations & General Directions (TSRGD) manual (including use of the electric vehicle charging symbol) as described in section 13.16.

## **Signage & Markings: Minimum Specification**

### An EV charging bay shall have compliant signage and marking indications, approved by the Buyer, that are suitable and sufficient for the location

### All signage and instructions associated with the EVCI shall be in English (minimum requirement).

### All signage and instructions associated with the EVCI shall be in English (minimum requirement).

### The positioning of all signage shall not inhibit the normal usage of footways or the use of EVCI by any user.

### All signage and markings shall be kept up-to-date and be maintained to ensure legibility and repair of any damage or wear and tear over the full duration of the contract.

### Design of signage in terms of text size, font, colour, visual contrast and layout, should be in accordance with section 6.6 of BS EN 17210 “Accessibility and usability of the built environment – Functional requirements.”

### Signage providing directions to the charging equipment shall be provided where the location on EVCI is not immediately visible from the public highway e.g. large off-street or multi-storey car park.

### Where there is not a TRO or TMO in place restricting usage to charging EVs only, the signage and markings shall indicate the bay is available for charging EVs.

### **Other Hardware and Software**

### **Other Hardware and Software: Minimum Specification**

### All additional hardware installed into the public realm needs to be demonstrably safe at all times, through compliance with product regulations, relevant standards, and methods and standards of installation, operation and maintenance.

## **Infrastructure Maintenance, Service, Repair and Replacement**

#### **Infrastructure Maintenance, Service, Repair and Replacement**

#### **: Minimum Specification**

### **Damage and vandalism**

### The Supplier shall be fully responsible for the rectification of, and the associated costs of, damage and vandalism or other problems with the EVCI including charge-points, groundworks, electrical infrastructure, canopies, superstructures, and all other associated hardware and equipment installed at each location throughout the duration of the Term and any extension periods. Damage and vandalism includes all forms; damage during manufacture, installation, wear and tear, accidental damage, negligent usage, user misuse, intentional and unauthorised modifications, and damage due to environmental conditions.

### **Maintenance**

#### The Supplier shall be responsible for the provision of maintenance, cleaning and repair of all EVCI equipment over the duration of the contract.

#### The Supplier shall be responsible for ensuring that all cybersecurity measures are maintained and updated to protect against emergent vulnerabilities for the duration of the contract, this includes but is not limited to physical security and tamper measures, software patches and updates.

### All charge-points must have a minimum operational life and warranty cover of 3 years and must be repaired or replaced in line with the requirements of the service level agreement and any Grant Funding Agreement for the duration of the Contract at the Supplier’s cost.

### All servicing costs of the EVCI and associated services will be the responsibility and at the cost of the Supplier

### All accessory equipment is to be supplied with a manufacturer’s warranty of a minimum of 12 consecutive months from the date of installation. Equipment may include, but is not limited to, mounting poles and cables

## **Cyber Security**

#### **Cyber Security: Minimum Specification**

### The Supplier shall be certified/accredited to ISO 27001 (information security, cybersecurity, and privacy protection – information security management systems – Requirements) and compliant with and certified to BS ISO/IEC 27701 *“Security techniques – Extension to ISO/IEC 27001 and ISO/IEC 27002 for privacy information management – Requirements and guidelines”.*

### All EVCI hardware, communications, back office systems, and payment systems shall be designed to ensure cyber security throughout including:

#### Ensuring all communication with charge-points is secured using encryption.

#### Ensuring charge-points are secured and resilient to both local and remote cyber-attacks

#### Data security of payment systems e.g. PCI DSS compliance.

### Throughout the lifetime of the contract, it is essential that software updates of EVI and the CPMS are applied at regular intervals to ensure security, new functionality, and reliability of operation as per specified KPIs.

### The Supplier shall enter into an upgrade roadmap with the Buyer for the software essential to the running of the charging hardware and associated systems are regularly updated

### Updates and upgrades to charging equipment including software, firmware, and hardware shall be carried out within timeframes as part of the servicing and maintenance agreements with the Buyer in a way designed to minimise disruption to users of the charging equipment

### The Supplier shall be responsible for ensuring that all cyber security measures are maintained and updated to protect against emergent vulnerabilities for the duration of the contract, this includes but is not limited to physical security and tamper measures, software patches and updates

### In accordance with the Cyber Essentials Scheme, the Supplier shall provide a valid Cyber Essentials Certificate to the Buyer upon being appointed. Where the Supplier fails to provide a valid Cyber Essentials Certificate, it shall be prohibited from commencing the provision of Deliverables under any Contract until such time as the Supplier has evidenced to the Buyer its compliance

### The Supplier should use EVCI products and systems that have undergone penetration testing and carry official security accreditations in order to demonstrate compliance with cyber security and data protection requirements.

### The tThe provisions of ETSI EN 303 645 *“Cyber Security for Consumer Internet of Things: Baseline Requirements”* should be adhered to as a minimum in order to establish good practice

### The Supplier shall demonstrate a commitment to continuously improve its practices, via a process of updating and alignment with prevailing cyber security requirements and developments

## **Data Protection**

#### **Data Protection: Relevant Regulations**

#### The Data Protection Act 2018, UK GDPR and any future replacements. UK GDPR has the meaning given to it in section 3(10) (as supplemented by section 205(4)).

#### The Regulation of Investigatory Powers Act 2000.

#### The Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000.

#### The Privacy and Electronic Communications (EC Directive) Regulations 2003.

#### The Supplier and Buyer shall comply with all laws and regulations relating to processing of personal data and privacy, including where applicable, the guidance and codes of practice issued by the Information Commissioner.

#### **Data Protection: Minimum Specification**

#### For the purposes of the Data Protection Legislation, in connection with the processing of Personal Data with the Contract, the Supplier shall be designated a Controller as per the meaning given in UK GDPR. The Supplier shall comply with all the obligations imposed on a Controller under the UK GDPR, and the Supplier’s performance shall be monitored and reported as per the KPI framework.

#### The Supplier organisation and any data processors shall have, and regularly review and maintain, UK GDPR policies and procedures, demonstrating a mature state of compliance with the ICO’s Accountability Framework. The Supplier shall be able to evidence its UK GDPR compliance, in alignment with the measures stipulated within the KPI framework.

#### Data sharing between controllers shall conform with the ICO’s Data sharing code of practice.

#### The Supplier upon receipt of any Data Subject Access Requests shall be responsible for responding to the Data Subject Access Requests received by the Supplier and agree not to transfer such requests to the Buyer.

#### The Supplier and any data processors shall ensure personal or confidential data processed in the provision of the goods and services is secured at all points during its lifecycle.

#### When processing personal data, the Supplier and data processors shall outline the following via a privacy notice:

#### Controller /Processor - contact details

#### Data Protection – contact details (if applicable)

#### Types of data being collected

#### Source of personal data

#### Purpose of processing

#### Lawful basis of processing (legitimate interests where relevant)

#### Data sharing - list of 3rd parties (if applicable)

#### R Retention Period - how long personal data will be stored.

## **Branding, Marketing and Publicity**

#### **Branding, Marketing and Publicity: Relevant Regulations**

#### All consumer publicity and advertising that the Supplier uses shall be compliant with The Consumer Protection from Unfair Trading Regulations 2008.

#### All marketing that the Supplier uses for marketing to businesses shall be compliant with The Business Protection from Misleading Marketing Regulations 2008.

#### All electronic marketing shall be compliant with The Privacy and Electronic Communications (EC Directive) Regulations 2003.

#### **Branding, Marketing and Publicity: Minimum Specification**

#### Branding

#### Charge -points shall have a method for including “Plug In Suffolk” and “Suffolk County Council” branding which references “Supported by Plug in Suffolk” at a font size to be agreed with the Operational Board.

#### The Supplier shall have a method for including the Supplier’s branding for the charge-point network; this includes all Locations both new and adopted under this Contract including those that are currently part of the existing Plug in Suffolk network

#### The Supplier may wrap existing hardware with new branding; the Buyer will not allow hardware to be replaced just for the purposes of rebranding by the Supplier

#### Publicity and announcements

#### When requested to do so by the Buyer the Supplier shall participate in media announcements, promotional activities and joint publicity launching the contract. The Supplier will provide the Buyer with supporting information as reasonably required by the Buyer, provided that the Buyer gives reasonable advanced notice of such required participation.

#### Except as set out above, the Supplier shall not make, or permit any person acting on its behalf to make, any public announcement concerning the existence, subject matter or terms of this agreement, the wider transactions contemplated by it, any project, or the relationship between the parties, without the prior written consent of the Buyer, except as required by applicable law.

#### All branding, marketing and publicity shall be in keeping with the Buyer’s brand and communications guidelines.

#### Branding and marketing shall comply with The UK Code of Non-broadcast Advertising and Direct & Promotional Marketing.

#### Promotion shall not include cold-calling or door knocking activities unless expressly authorised by the Buyer.

## **Sustainability, Waste & Social Value**

#### **Sustainability, Waste & Social Value: Relevant Regulations**

#### The Social Value Act (The Public Services (Social Value) Act 2012 requires the Buyer to consider social value ahead of a procurement. This includes the Buyer to consider:

#### How what is proposed to be procured might improve the economic, social and environmental well-being of the relevant area; and

#### How in conducting the process of procurement, it might act with a view to securing that improvement

#### Full compliance with Waste Electrical and Electronic Equipment (WEEE) shall be required at all times during the contract.

#### The Supplier shall ensure that all refuse and waste from the installation (of local connection assets and EV charging equipment), operation and maintenance, and end-of-life, shall be segregated and disposed of in a responsible and environmentally conscious manner in full compliance with relevant recycling and waste disposal regulations.

#### **Sustainability, Waste & Social Value: Minimum Specification**

#### The Buyer recognises that it has a duty to use every opportunity to support wider social, economic, and environmental objectives, in ways that offer real long-term benefits and reduce negative impacts on environmental and social wellbeing.

#### The Supplier should have a Climate Emergency Plan. The Buyer is committed to Net Zero emissions by 2030. The Supplier as one of the Buyer’s important stakeholders in its response to the emergency is required to help deliver a Net Zero contract by 2030.

#### Servicing and maintenance of the EVCI shall be undertaken using zero emission vehicles.

#### Servicing and maintenance of the EVCI shall be undertaken by local providers with operations based within 75 miles of the EVCI locations.

#### The Supplier shall make available to the contracting authority on request copies of SECR, ESOS and similar reports/documents at any time during the period of contract.

#### The Supplier shall, as required, actively engage with, and participate in, events to support the promotion of EV use and the use of the EVCI facilities in the service area, including events organised by the Buyer. Examples include – educational events, open days to local businesses, sponsorship of electric vehicles required by local schools, involvement with local biodiversity projects that support reduction of carbon emissions.

####

## **Design approval, Consultation, Communication and Planning**

### Requests for approvals of Supplier’s proposals for any Location, whether new or updated plans, shall be presented to the Operational Board (referred to in the DPS Order Schedule 15) for agreement and approval and the Supplier shall provide a copy of any such request with all related documents to the Buyer and any Cluster Member with an interest in the same at least 8 weeks in advance of such Operational Board meeting unless a shorter period is agreed by the parties. Approval shall be subject to the consent of the Buyer and Cluster Member’s building insurers for the Supplier’s design plans for the EVCPs and EVCI.

### The Supplier must consult in the first instance on all Locations and Further Locations with the Buyer and the Cluster Member/s concerned (where applicable) in relation to a request to proceed on timescales, plans, design proposals for approval in principle. Approval in principle will be granted as required by the Operational Board. Final approval to proceed with a project at any given location will be granted by the Buyer in writing and as required by the Operational Board upon presentation of a report describing the outcome of the consultation and any subsequent amendments made, and upon provision of evidence that any required permissions are in place.

### Scheme Design Approval Process – The Scheme Design for each Mandatory Location or Further Location, to accommodate demand and any subsequent change thereto, should be developed in consultation with the Cluster Member, the SCC Contract Manager and council officers as appropriate. The Scheme Design shall be submitted in written form, with accompanying diagrams and technical specifications and risk assessments, to the Operational Board and any Cluster Member with an interest in the same for approval. All Scheme Designs proposed by the Supplier must ensure that structural, safety and environmental risks are considered and sufficiently mitigated prior to submission for approval.

### The SCC Project Sponsor, as Chair of the Operational Board, shall ensure that all proposed Scheme Designs are considered and subject to appropriate level of consultation within the Council, with the Cluster Member where applicable, and with other stakeholders as may be relevant, within a reasonable timeframe, prior to making a decision on approval for any given scheme to progress to a delivery phase.

### The Operational Board may provisionally approve a Scheme Design subject to planning permission or submission of additional information. Delivery of a Scheme at a given Location cannot progress until the Operational Board gives final approval. Final approval for a Scheme Design shall not be withheld provided the scheme is appropriate in the context of the setting, is in line with projected consumer demand, is approved by the Host, and does not have an unacceptable impact on parking operations or traffic flow.

### Where the information submitted in a Scheme Design is insufficient to satisfy the Operational Board that the scheme is appropriate in the context of the setting, consumer demand, and ongoing parking operations and traffic flow, or that the safety and environmental risks are adequately controlled, the Scheme Design may be rejected in whole or in part. A rejected Scheme Design may be reworked or replaced and resubmitted only once the reasons for rejection of a previous Scheme Design have been adequately addressed.

### No extension to the Delivery Period shall be permitted as a result of a Scheme Design being rejected. No approval or acknowledgement given by or on behalf of the Buyer or the Cluster Member to a resubmitted Scheme Design shall result in the Delivery Period to extend beyond the original Delivery Period without the prior written consent of the Buyer or the Cluster Member.

### The Supplier shall be responsible for all costs associated with any planning applications required.

### The Supplier must add the charge-points installed to the National Charge point Registry (NCR) which is an open resource listing publicly accessible charge-points in the UK, designed for use by website and smartphone app developers as well as Sat Nav manufacturers. The relevant field on the NCR must also be populated to inform consumers of any parking restrictions, such as “residents only” parking zones or time limits. SCC will support in the provision of information on any such restrictions.

## The Supplier shall be responsible for delivery of any instruction, training and guidance required to use any equipment, hardware or software delivered through the Contract.

## All below ground infrastructure, supplied and installed by the Supplier including electrical infrastructure up to the network connection and rights associated with use of that network connection and above ground charging, shall be the responsibility of and remain in the ownership of and at the risk of the Supplier for the duration of the Contract and shall automatically vest in SCC absolutely at the end of the Contract at zero cost. In the event and to the extent that any of the ownership of the aforesaid infrastructure is deemed for any reason not to vest in SCC, the Supplier shall forthwith, free of charge to the SCC, assign or otherwise transfer or cause to be assigned or otherwise transferred the same to SCC free of encumbrance or compensation to the Supplier.

## All the above ground infrastructure supplied and installed by the Supplier shall be owned, maintained and operated by the Supplier who shall be responsible for the risks to it and for obtaining adequate insurance to cover its liabilities in relation to the same for the duration of the Contract or the duration of the relevant part of the Contract before the transfer of ownership to SCC/the relevant Cluster Member at the end of the Contract as agreed (see 6.7).

## **Expiry or Termination**

## At the End Date of the Contract as specified in Clause 5.1.4 hereof or the relevant part of it, all above ground charging infrastructure supplied and installed by the Supplier shall be removed upon cessation of the Contract or of the relevant part of it and the ground shall be made good and returned to its original state unless the Buyer/the Cluster Member requests otherwise. The Buyer the Cluster Member, or their nominee shall have the option to purchase such Goods at their Net Book Value, discounted by the same percentage as the percentage of any grant funding which funded its original cost. The Supplier shall transfer the Goods free of any security, charges, lien or other encumbrance, [alternatively, the Supplier shall ensure that the benefit and burden of such arrangements can be assigned and novated respectively to the Buyer, Cluster Member or any Replacement Supplier at the Buyer’s request and on terms no less favourable than those enjoyed by the Supplier].

## The Supplier shall provide the Buyer/the Cluster Member with:

## Any relevant information relating to the safe and compliant installation, operation, maintenance, decommissioning, dismantling and disposal of any EVCI or other Goods or equipment installed at any time under the Contract, including, but not limited to the items listed in Clause 5.2.2 relating to the below and above ground assets to be transferred to them before the end of the Contract (whether by expiry or termination).

## **Requirement for removal and disposal**

## Once the charging asset or other ECVI has come to the end of its useable life, or the Contract or relevant part of it has ended and it is not required by the Buyer, the Supplier should carry out the removal and disposal of any assets in accordance with the Waste Electrical and Electronic Deliverables (WEEE) Directive 2012/19/EU or any amendment or updated implementation of them in the law in force from time to time in England.

## Where the charging asset or other ECVI is at the end of its useful life, the Supplier shall replace the same with new assets with no lesser functionality, quality and performance standards, unless otherwise agreed with the Buyer. The Supplier shall update the inventory it is required to maintain and supply to the Buyer accordingly.

# key milestones and Deliverables

## Services at all Mandatory Locations (subject to agreement on an acceptable final design scheme) shall be commissioned (save where an extension of time has been granted for the implementation and commissioning of all or any of the EVCPs at any Location pursuant to this Contract) before services at Further Locations may be commissioned and operated.

## Bidders must submit an outline Implementation and Testing Plan for the Mandatory Locations as part of their bid. Following the Order Start Date, the Supplier shall, as soon as reasonably practicable, produce an Implementation and Testing Plan for each Location and submit this to the Operational Board for approval prior to commencement of works in accordance with Schedule 13 (Implementation).

## The following Contract milestones/deliverables shall apply:

#### Mandatory deliverables at Mandatory Locations shall be commissioned no later than the last day of the Initial Delivery Period stated in the Order Form, unless an extension of time has been granted pursuant to this Contract), or unless otherwise agreed with SCC and any relevant funding body.

#### Op deliverables at Further Locations, including further EV charging and associated services shall be commissioned no later than the last day of the Delivery Period stated in the Order Form, unless an extension of time is granted pursuant to this Contract or unless otherwise agreed with SCC and any relevant funding body

|  |  |  |
| --- | --- | --- |
| **Milestone/Deliverable** | **Description** | **Timeframe or Delivery Date** |
| 1 | Mandatory Deliverables at Mandatory Locations shall be commissioned | No later than the last day of the Initial Delivery Period stated in the Order Form (unless an extension of time has been granted pursuant to this Contract, or unless otherwise agreed with SCC) |
| 2 | Optional Deliverables at Further Locations, including further EV charging and associated services, shall be commissioned  | No later than the last day of the Delivery Period stated in the Order Form (unless an extension of time is granted pursuant to this Contract or unless otherwise agreed with SCC) |

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**Figure 1: Mandatory & Further Locations - Development & Delivery Timeline**

(Actual dates to be adjusted in line with the timelines and the actual Contract Start Date)



# MANAGEMENT INFORMATION/reporting

## All information required by the funding body must be provided by the Supplier in good time to the Buyer to the specification and timescales required by the relevant funding body rules.

## The reporting requirements under this Contract are set out in Part B of Order Schedule 14.

# continuous improvement

## The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

## The Supplier should present new ways of working to the Buyer during monthly Contract Review meetings.

## Changes to the way in which the Services are to be delivered must be brought to the Buyer’s attention and agreed prior to any changes being implemented.

# Sustainability

## The bidders have been asked to provide details of sustainability measures that will be employed by them under the Contract, including on-site renewable generation, network capacity management and balancing enablement services, use of sustainable and non-hazardous materials, equipment reusability/recyclability, approach to pollution control during construction, operation and maintenance and at end of asset life etc.

## Bidders are asked to list any relevant environmental certifications and accreditations within their bid e.g., ISO14001, ISO50001, ISO14064, PAS2060 etc. SCC may request copies of any relevant certificates or associated documentation before Contract award.

## The successful Supplier shall comply with and meet the sustainability measures set out in their bid and provide documentation and data in support of such compliance as reasonably required by the Buyer to monitor such compliance and in accordance with OZEV reporting and monitoring requirements above.

##

# quality

## Charging equipment and any associated services equipment must meet all legal compliance requirements as in force during and throughout the duration of the Contract, including the requirements of a relevant funding body, and all requirements within this specification at the time of installation.

## If legal requirements change with respect to equipment or service quality, or required standards of service for charge point operators, before or after the start of the Contract, that is after the bid e.g., retrospectively applied safety standards, nationally mandated service levels etc., these requirements shall supersede the respective requirements agreed under this Contract and it shall be the responsibility of the Supplier to make any necessary improvements to equipment or services provided at no cost to SCC and with no impact on other SLAs, lease payments or revenue share (where applicable).

## The Supplier must include within its bid information on how it manages quality, risk, insurances, and governance oversight. Please list any relevant certifications, accreditations, policies, and standards within the Supplier’s response. SCC may request copies of these documents for clarification prior to award and will in any case require copies of relevant insurance policies/certificates from the successful bidder. The Supplier shall be prepared to supply the relevant insurance policies/certificates at its own costs upon requested.

## The Supplier must hold the following levels of insurance as a minimum:

* Employer’s liability £10,000,000 for claims arising from a single event or series of related events in a single calendar year
* Public liability £10,000,000 in relation to any one occurrence, the number of occurrences being unlimited.
* Product liability £10,000,000 in relation to claims arising from a single event or series of related events in a single calendar year.
* Professional Indemnity £2,000,000 in relation to any one claim and which insurance is to be maintained for twelve (12) years from the completion of any works.

## The Supplier shall be responsible for risks to the Goods during the Contract and having such insurance in place as it deems necessary to cover the risks. The Buyer or Cluster Member who has the freehold title or leasehold title to the Mandatory Location or Further Location where the Goods are agreed to be installed and maintained is/are to be named on the insurance policy as an insured.

# PRICE

## Prices are the prices submitted via the e-Sourcing Portal by the Supplier in accordance with Attachment 4 – Price Schedule. The prices must cover all expenses relating to Contract delivery excluding VAT and including all other expenses incidental to the due and proper performance of the Contract by the Supplier.

## No warranty is given by the Buyer or any of the Cluster Members in relation to grid connection costs or upgrades. The bidders must carry out their own due diligence and rely on their own enquiries.

**Revenue**

## The successful Supplier is required to pay the Buyer or Cluster Member of each location the Revenue set out in the Supplier’s Price schedule in line with the payment terms in Clause 13 ‘Payment and Invoicing’ below. The payments shall commence from the date of commissioning of each charging space, and are comprised of both: -

### The fixed Annual Concession Fee per EVCP parking space, payable in advance; and

### The share of net profit payable to the Hosts per kWh supplied to End Users, per EVCP parking space, payable at the end of each month for the preceding month’s charges.

## The Price Schedule completed by the Supplier states the basis of the Revenue for the first ten years from Financial Year 2024/25, the minimum requirements for which are stated below. On the first day of April 2035 and for each anniversary thereafter (the Revenue Date) the Revenue for all EVCPs for parking spaces where the Contract Period for the location has not ended shall be adjusted in line with the Consumer Prices Index. Three months prior to the Revenue Adjustment Date, the Buyer and Supplier shall enter good faith negotiations (for a period of not more than 30 days) to agree the variation to both elements comprising the Revenue.

## The CPI adjustment to the Revenue Return will take effect from the relevant Revenue Adjustment Date.

## Any increase or decrease in the Revenue shall not exceed the percentage change in the Office of National Statistics’ Consumer Prices Index (CPI) between the Order Start Date and the date 6 months before the start of the applicable Revenue Adjustment Date.

**End User Tariff**

## The Supplier’s response in the Price Schedule, and associated response to the quality questions (question 4.10), must set out how future price changes will be benchmarked, or indexed, and determined, the consultation required with the Buyer/Cluster Member and the notice period to be given before a price change is implemented. Benchmarking must be against counties which are comparable with Suffolk (e.g. Norfolk, Oxfordshire, Bedfordshire) and not London. Benchmarking will be governed in accordance with Order Schedule 16, with the exception that any benchmarking activity, and production of any associated reports, shall be at the expense of the Supplier. Acceptance of a Benchmarking/Price Review Report and approval of a new End User Tariff shall be a function of the Operational Board.

## Prices are stated exclusive of VAT and inclusive of all other expenses relating to the Contract delivery, except for ‘End User Tariffs’ which should be expressed to be inclusive of VAT at the prevailing rate.

# STAFF AND BUYER SERVICE

## The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.

## The Supplier’s staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

## The Supplier shall ensure that staff understand the Buyer’s vision and objectives and will provide excellent Buyer service to the Buyer throughout the duration of the Contract.

# service levels and performance

## The Buyer will measure the quality of the Supplier’s delivery according to the Service levels set out in Order Schedule 14 - Service levels, which includes details of mechanisms to incentivise delivery and/or compensate for poor Supplier performance, service level thresholds, and the exit strategy to be applied where poor Supplier performance requires early termination of the Contract.

# Security and CONFIDENTIALITY requirements

## DPS Order Schedule 9 – Security [Part A or B] Security Requirements shall apply as appropriate to the Supplier’s bid proposal and methodology which Part of the Schedule applies is to be decided by the Buyer following award.

## In addition to the requirements of Clause 12.1, the Security Management Plan shall expressly consider and specify physical safety and security measures to be put in place at delivered locations which ensure an inclusive environment for all users, and which meets, or otherwise explains how it will deliver, the safety and personal security requirements and good practices described in PAS 1899, including provision of adequate lighting, CCTV coverage, electrical and fire safety.

## Each location is expected to achieve a minimum 4.0 Star rating when assessed by independent charge point inspector for EV ChargeSafe (or otherwise agreed benchmark level through another charge point rating agency such as Access Able or BSI). The Supplier will be required to produce an Improvement Plan to address improvements needed to achieve the maximum rating possible under the agreed accreditation scheme.

# payment AND INVOICING

## The Supplier shall, prior to the commissioning of the first charging space under this contract, establish a self-billing process whereby it generates and issues VAT invoices on behalf of the Buyer or Cluster Member of a location, to itself, in order to pay Revenue and other payments, such as Service Failure Payments due to a Host. Payments shall be invoiced for: -

### Annual Concession Fees on or before the date of and any subsequent anniversary of the commissioning date for each charging space, or apportioned and then charged annually in advance for Annual Concession Fees for each location; and

### the Net Profit share per kWh supplied to End Users shall be issued monthly on the last day of the calendar month in which the energy was supplied.

### Service Failure Payments at the end of the relevant Service Period for SLA.

### Electricity costs applicable to each charge point shall be issued monthly on the last day of the calendar month in which the energy was supplied.

## All Invoices shall be paid by the Supplier to the Buyer or Cluster Member within 30 days of the invoice date.

## Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

## Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

## Interest shall be payable on sums which are due to be invoiced and paid as set out above, but which are invoiced and paid late at the rate payable pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

## Invoices should be submitted to: Insert Invoicing address for Supplier’s self-billing as stated in DPS Schedule 6 - Order Form template and Order Schedules.

# CONTRACT MANAGEMENT

## The Contract will be managed in accordance with DPS Order Schedule 15 – ‘Order Contract Management’ and will require as a minimum the reporting of information specified in section 8 and Order Schedule 14. Contract performance reviews of at least 6 monthly intervals will be conducted during the implementation period or periods in the Implementation Plan and in this Contract and annually thereafter until expiry or termination if earlier of the Contract at the final active locations. During site construction works the Buyer and the Supplier will meet at least once per 2 weeks either on-site, at a Council office location or by electronic means with the ability to share both audio and visual information to discuss progress, actions, contractual performance (for the construction project(s) currently ongoing) and health, safety and environmental matters.

## Attendance at Contract Performance Review meetings shall be at the Supplier’s own expense.

# Location

## Services will be provided at the Hosts’ Premises being either the Mandatory Locations specified or at Further Locations specified and agreed by the parties pursuant to the Contract or otherwise identified by the Supplier or Buyer and added to the list of specified locations by agreement of the Operational Board. See list of specified locations in Appendix 1 attached hereto.

## Locations may be added or removed from the lists in Appendix 1 of the intended locations for EVCPs within the county of Suffolk at any time by approval and agreement of the Operational Board and Host where relevant. The Buyer will maintain the list and amend it in writing for signature by the Supplier, Buyer and Cluster Member (where applicable) whenever a location is added, changed or removed. Either the Buyer or the Supplier may apply to the Operational Board for a proposed site to be added to the list.

# GRANT FUNDING INFORMATION AND AUDIT

## Where the Supplier has sought in its bid and been awarded grant funding through the Buyer from the Grant Funding Body under this Contract, the Supplier must: -

1. Comply with all the terms of the Grant Funding Agreement and not put itself or the Buyer or Cluster Member in breach of it.
2. Only use the Grant Funding provided under the Grant Funding Agreement, or any amendment to it, for the purpose for which it is granted by the Grant Funding body, that is, unless otherwise agreed.

## Where not all the Grant Funding allocation made for the project to the Buyer or a Cluster Member as applicable is required for the Mandatory Locations, then it can be used for delivery of equivalent Deliverables at a Further Location, subject to compliance with the Grant Funding Agreement and the agreement of the Buyer.

## Any Grant Funding awarded will be paid in accordance with and subject to compliance by the Supplier with the terms and conditions set out in the Grant Funding Agreement, including as to the production of documentation and evidence required in relation to the reporting and audit requirements of the grant.

## The terms of Schedule 24 apply and must be complied with by the Supplier in relation to any Grant Funding awarded and payable under this Contract.

# APPENDICES

CCTP24A01-Attachment 3 - Appendix 1 Suffolk EVCP Locations list and description of Mandatory Locations

CCTP24A01-Attachment 3 - Appendix 2 LEVI Pilot Grant Funding Application and award

1. The Buyer will reimburse the Supplier for the cost of SCC staff charging at these locations [↑](#footnote-ref-2)
2. [Web Content Accessibility Guidelines (WCAG) 2.1 (w3.org),](https://www.w3.org/TR/WCAG21/) Web Content Accessibility Guidelines (WCAG) 2.1 – W3C Recomndation 05 June 2018 [↑](#footnote-ref-3)
3. [https://www.gov.uk/service-manual/helping-people-to-use-your-service/understanding-wcag,](https://www.gov.uk/service-manual/helping-people-to-use-your-service/understanding-wcag) gov.uk, Accessibility and assisted digital Understanding WCAG 2.1 [↑](#footnote-ref-4)
4. Accessible spaces within the context of the contract shall mean to be accessible for all users regardless of Blue Badge status and suitable for users with specific mobility needs, i.e., must have a minimum 1.2m gap between charging/parking spaces/wall or barriers either side and no kerb or bollard/guard obstructing wheelchair access to the charge point display screen and connector. [↑](#footnote-ref-5)