

Request for Proposals

Funding for Public Level 2 Electric Vehicle Charging Stations in Nova Scotia (“EV Boost”)

Issued by:
Clean Foundation
126 Portland Street
Dartmouth, NS
B2Y 1H8

Request for Proposal Issue Date: **Feb. 7, 2022**

Applications to this Request for Proposal must be received by
<https://cleanfoundation.ca/evboost/applicant-registration/>

Applications submitted through any other means will **not** be accepted.

Applications are due no later than:

March 18, 2022 at 3:00 p.m. AST

Award Date: **April 2022**

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1. Overview

1.1. Background

Clean Foundation is seeking proposals from eligible organizations to install Level 2 electric vehicle Charging Stations at qualifying locations in Nova Scotia (the Program).

Clean Foundation is a Nova Scotia-based independent environmental charity that began in 1988. Our passion is providing the knowledge, tools and inspiration needed to encourage the actions that lead to positive environmental change. Clean Foundation helps the communities in which we work make real progress toward a cleaner future by taking on climate change challenges. We bring specialized teams together to work on complex problems, delivering projects and programming for communities. We're here to make the biggest impact for a cleaner world.

Funded through Budget 2019, the objective of the Zero Emission Vehicle Infrastructure Program (ZEVIP), which is administered by Natural Resources Canada (NRCan), is to address the lack of electric vehicle Charging Stations in Canada by increasing the availability of localized charging opportunities where Canadians live, work, and play. Following a successful proposal to NRCan, Clean Foundation has entered into an agreement with that department (ZEVIP Contribution Agreement) to serve as the Initial Recipient of funding that will be distributed to eligible organizations (Ultimate Recipients) to support the installation of public Level 2 charging infrastructure.

Clean Foundation has also entered into an agreement with the Nova Scotia Department of Natural Resources and Renewables through which the Province of Nova Scotia will provide \$500,000 in additional funding to support the installation of public charging infrastructure.

This Request for Proposals (RFP) is required by NRCan as part of the process whereby Clean Foundation will select Ultimate Recipients to receive funding to install Charging Stations.

This RFP is for both the provincial and federal funding. The Provincial Contribution shall be calculated for each eligible Charging Station and/or Charging Connector installed by Ultimate Recipients once all ZEVIP Contributions have been finally confirmed and paid out to Ultimate Recipients. The Provincial Contribution will be distributed so as not to exceed the Total Government Funding restrictions detailed in Section 1.6 for any single Ultimate Recipient. Applicants do not need to calculate the Provincial Contribution and include it in the Application. However, all other federal, provincial, or municipal funding does need to be documented in the Application.

We invite you to submit an Application by **March 18, 2022 at 3:00 p.m. AST**. We will communicate notice of those who will be invited to execute a contribution agreement (Ultimate Recipients Contribution Agreement) in April 2022. Unsuccessful candidates will receive a Letter of Regret.

1.2. Key Terms

- A "Charging Connector" is the plug on the power cord that connects the supply device to the charging outlets on the electric vehicle. A Charging Station may have more than one

Charging Connector. In certain conditions, detailed below, each Charging Connector on a Charging Station can be eligible to receive funding through the Program.

- A “Charging Station” is the device used to provide electricity to an electric vehicle for the purpose of charging the vehicle’s onboard battery. Eligible charging stations under this fund are limited to Level 2 stations. See Table 2 for further detail.
- A “Connected EV Charger”, also known as a “smart charger”, is defined as having the ability to communicate to other stations and/or to a server or the cloud through cellular/wireless signal or connected vehicle communications using software to report on usage and/or other capabilities such as providing real-time status of charging stations. To be eligible to receive funding through the Program, all Charging Stations must be Connected EV Chargers. Non-networked stations that have components installed to make them match the connectivity requirements are eligible for funding from this Program.
- A “Delivery Organization”, also called an “Initial Recipient”, is an organization selected by NRCan through a competitive bidding process to receive a component of the ZEVIP funding to further distribute to Ultimate Recipients to install eligible Charging Stations and/or Charging Connectors. Clean Foundation is a Delivery Organization and is responsible for the management of the funds, the promotion of the Program, the selection of Ultimate Recipients, the signing of agreements with Ultimate Recipients, the project management and the reimbursement of expenses as well as reporting to NRCan.
- “Total Project Costs” means the total of all cash Eligible Expenses incurred by the Applicant and directly attributable to the Project. In-kind costs are not considered part of Total Project Costs.
- “Ultimate Recipients” are those organizations that receive a component of the ZEVIP funding from a Delivery Organization.
- “ZEVIP Contribution” means the funds from NRCan that will be distributed to Ultimate Recipients in accordance with the terms of this RFP. The ZEVIP Contribution shall be the lesser of 50% of the Total Project Costs, up to a maximum of \$5,000 per Charging Station and/or eligible Charging Connector.

1.3. Scope

1.3.1. Eligible Recipients

The eligible recipients under this RFP are legal entities validly incorporated or registered in Canada, including the following types of not-for-profit and for-profit organizations:

- Electricity or gas utilities;
- Companies;
- Industry associations;
- Research associations;
- Standards organizations;
- Indigenous and community groups;
- Academic institutions;
- Condo boards/associations; and

- Provincial, territorial, regional, or municipal governments or their departments or agencies.

Note: eligible organizations can work in partnership to submit an Application. However, there must be one single lead Applicant that will be accountable for all obligations under the Ultimate Recipient's Contribution Agreement. See Section 1.3.3 below for more details on partnerships.

1.3.2. Ineligible Recipients

The following organizations are not eligible:

- the federal government or federal departments or agencies; and
- individuals.

1.3.3. Partnerships

While potential Applicants may form partnerships to submit an Application, NRCan requires that there be one single organization that agrees to serve as the Ultimate Recipient. This organization will:

- be the sole signatory on the Ultimate Recipient's Contribution Agreement and be entirely liable for complying with its terms and conditions on behalf of all partners, including: a) payment of administrative fees and third-party invoices relating to Project work; and b) ensuring that all Charging Stations and/or Charging Connectors comply with technical Project requirements, Total Project Cost projections, and Project installation timelines; and
- be the sole owner of all Charging Stations and/or Charging Connectors for the duration of the Program.

The organization designated as the Ultimate Recipient does not have to own the land on which the Charging Stations and/or Charging Connectors are installed but does need to show proof of permission from the landowners to access, install and operate a Charging Station at the site.

Acceptable partnership arrangements could include the following features:

- 1) One Applicant helps another organization to complete its own independent Application to the Program. Were both organizations to be successful, each organization would sign a separate Ultimate Recipient's Contribution Agreement and complete its own Project.
- 2) One Applicant agrees to manage and own all Charging Stations and/or Charging Connectors for itself and its partners for the duration of the Program. Following the close of the Program the Ultimate Recipient may agree to give or sell the Charging Stations and/or Charging Connectors to the partners. **Proof of this transaction must be provided to Clean Foundation and must show that the Ultimate Recipient did not profit from the sale of the Charging Stations and/or Charging Connectors.**
- 3) One Applicant has a site host agreement with another organization where the Ultimate Recipient agrees to maintain ownership of the Charging Stations and/or Charging Connectors for that other organization for the life of that equipment.

1.3.4. Eligible Locations and Technology

Table 1. List of eligible locations for public Charging Stations and/or Charging Connectors. Each Applicant will be asked indicate which type of Charging Stations and/or Charging Connectors they are installing (a mix of types is permissible), along with each Charging Station's civic address and longitude and latitude.

Public Places
<p>Public places are defined as parking areas intended for public use. Charging infrastructure targeting public use must be installed in a parking space clearly identified for the purpose of charging electric vehicles.</p> <p>Parking areas can be privately or publicly owned and operated.</p> <p>Examples of public places include but are not limited to: service stations; retail locations; restaurants; arenas; libraries; medical offices; and park and ride sites.</p>
On-Street
<p>On-street charging is considered curbside charging infrastructure for public use and is managed by local governments.</p>
Workplaces
<p>A workplace is defined as a location where employees perform duties related to a job.</p> <p>Charging infrastructure must be <u>primarily</u> used by the employees.</p> <p>Charging infrastructure installations at a private residence, even if a business is registered at the same address, are <u>not</u> included in this category.</p>
Light-Duty Vehicle Fleets
<p>A light-duty vehicle is considered as having a gross vehicle weight rating (GVWR) of less than or equal to 3,856 kg. Light-duty fleet vehicles are owned or leased by an organization and used in support of organizational or business operations and activities. Light-duty vehicle fleets are composed of multiple vehicles and are managed by common ownership.</p> <p>Examples of light-duty vehicle fleets include a fleet of taxis, car rentals, municipal vehicles, car sharing, etc.</p>
Multi-Unit Residential Building (MURB)
<p>MURB charging is defined as infrastructure in parking spaces where people live. To be eligible for funding under this Program, a building must include a minimum of three (3) dwelling units.</p> <p>MURB applicants are free to determine whether the stations that are installed are for the dedicated use of specific residents, or whether they are available for all residents in the building.</p>

In addition to the above, to be considered for funding, Charging Stations and/or Charging Connectors must:

- be an eligible technology as described in **Table 2** of this RFP;
- be located in Nova Scotia;
- be a permanent installation (mounted or fixed models);
- be new and purchased equipment (not leased);
- be for a new installation or expansion of an existing installation (not for the replacement of an existing installation); and
- qualify as “Connected EV Chargers” as defined in Section 1.2 above.

In addition, to be successful Applicants must agree that:

- work performed must comply with all applicable local codes (for example, building and electrical) and by-laws (for example, zoning and parking);
- Charging Stations and/or Charging Connectors targeting public use must be installed in a parking space clearly identified for the purpose of charging electric vehicles; and
- the Project installation timeline must show completion by October 31, 2022.

Ultimate Recipients will have until **May 31, 2022**, to sign a Contribution Agreement (see Section 1.7 for more information on timelines).

1.4. Administrative Fees

To support the administration of the Program, Clean Foundation will charge an administrative fee of \$250 for each Charging Station and/or Connected Charger. Where an Applicant is installing Charging Connectors that are eligible to receive funding on a per connector basis (see Section 1.5), the administrative fee applies to each such connector. Upon signing the Ultimate Recipient’s Contribution Agreement, Clean Foundation will invoice the Ultimate Recipient for the administrative fee. The amount will be due 30 days of the date the invoice and must be paid in full before Clean Foundation will release any funding to the Ultimate Recipient. Where there are multiple partners collaborating on an Application, the Ultimate Recipient will be responsible for paying the fees for all Charging Stations and/or Charging Connectors that are part of the Application.

1.5. Maximum Funding Amounts

Proposals from Applicants must be limited to less than \$100,000 being sought as a contribution from the Program. This limit applies in the case of Applicants who have partners; there will be one single Ultimate Recipient for each Application and the limit applies in respect of that Ultimate Recipient.

Clean Foundation reserves the right to award Applicants a portion of their proposed Project costs.

The ZEVIP Contribution will be used to pay up to 50% of Total Project Costs, up to maximum of \$5,000 per Charging Station and/or Connected Charger as shown in **Table 2**. See Section 1.8 for a definition of Eligible Expenditures.

Table 2. Maximum funding available per Charging Station and/or Charging Connector.

Type of Charging Stations	Technology Requirement	Maximum Funding
<p>Level 2 (208 / 240 V) connectors 3.3 kW to 19.2 kW</p>	<p>Any EV charger commercially available and CSA, ULC, UL or Interlink certified for use in Canada. The charger must have a SAE J1772 standard plug head or be a proprietary connector type rated for a minimum of 3.3 kW power output.</p>	<p>Federal: up to 50% of Total Project Costs, to a maximum of \$5,000 per connector** Overall maximum funding requested from NRCan must be less than \$100,000.</p>

** To consider the funding per connector, each connector **must** be able to charge an electric vehicle and support a parking space simultaneously. Should a Charging Station have multiple connectors where each connector can charge a vehicle and support a dedicated parking space simultaneously, each connector can be counted as a Charging Station for the purposes of funding eligibility.

1.6. Stacking of Government Contributions

All Applicants are required to disclose in their Application all confirmed and potential sources of funding, inclusive of all federal, provincial, territorial, or municipal governments (Total Government Funding) and other sources that they expect to receive. Any changes (increase or decrease) to these amounts must be communicated to Clean Foundation immediately and must be confirmed before payment claims can be processed.

Total Government Funding from all levels of government **cannot** exceed 75% of the Total Project Costs unless the Ultimate Recipient is a provincial, territorial, or municipal government or their departments or agencies, in which case the stacking limit is 100% of Total Project Costs.

If the proposed Total Government Funding exceeds the limits set out above, Clean Foundation reserves the right to reduce the contribution to the Project until the stacking limit is met.

Note: The Total Government Funding referred to in these stacking limits does not include loans from governments or Crown agencies. For example, loans to the Ultimate Recipient from governments or Crown agencies are not included in this calculation; however, if a preferential interest rate were obtained through government loans, the cost savings due to the preferential rate would be included. Clarifications will be provided on a case-by-case basis.

1.7. RFP and Project Schedule

Applicants must submit a full Application package using the templates provided on the Program website <https://cleanfoundation.ca/evboost>. Only Applications for which all sections have been completed will be considered.

The RFP and Project Schedule is set out below in **Table 3**.

Table 3. RFP and Project Schedule

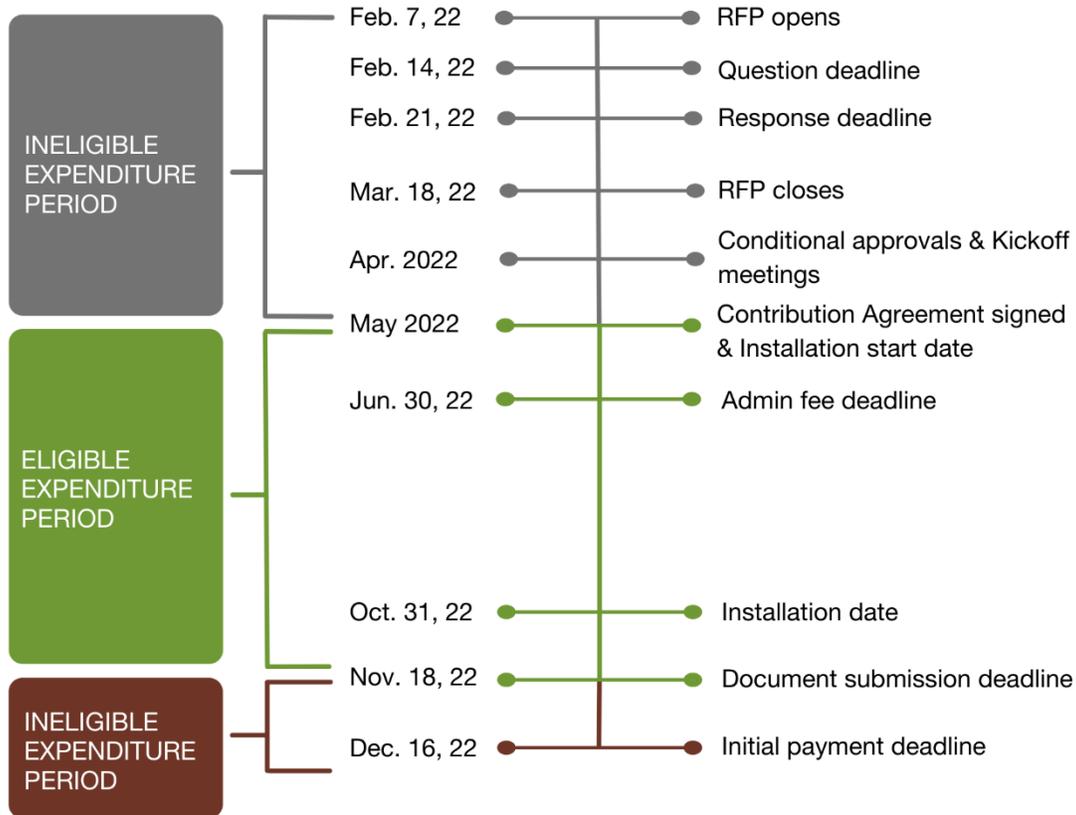
Activity	Date
RFP Opening Date	February 7, 2022
Deadline for Questions*	February 25, 2022
Deadline for Responses to Questions	February 28, 2022
RFP Closing Date	March 18, 2022, at 3:00 p.m. AST
Letters of Conditional Approval and Letters of Regret distributed	April 2022
Successful Applicants attend a virtual kick-off meeting with Program staff	April - May 2022
Signature of Ultimate Recipient's Contribution Agreements / Installation Start date	May 2022
Installation Deadline**	October 31, 2022
Document Submission Deadline	November 18, 2022
Initial Payment Deadline	December 16, 2022

* Once the RFP is released, there will be a one-week period from February 7 – February 14 where Applicants can send in questions they have regarding the RFP/program to evboost@cleanfoundation.ca. All inquiries must be sent to this address. Clean Foundation does not have an obligation to respond to questions received through any other means.

**The installation is completed when the Charging Station and/or Charging Connectors are operational, i.e., any of the intended user groups can access and charge an electric vehicle at the station.

The above schedule may be changed by Clean Foundation at any time. Any changes will be communicated to Applicants via the Program's website and email distribution list.

EV Boost Ultimate Recipient Project Timeline



1.8. Eligible Expenditures

Eligible Expenditures for an approved Project from an Ultimate Recipient must be **directly related** to the installation of Charging Stations and/or Connected Chargers and can include:

- Salary and benefits for staff directly involved in Project work;
- Professional services (e.g., scientific, technical, management, contracting, engineering, construction, installation, testing and commissioning of equipment, training, marketing, data collection, logistics, maintenance, printing and distribution);
- Capital expenses, including informatics and other equipment or infrastructure;
- Rental fees or leasing costs;
- License fees and permits;
- Costs associated with Environmental Assessments; and
- GST, PST and HST net of any tax rebate to which the recipient is entitled.

Costs that are not Eligible Expenditures under this Program include:

- In-kind costs;
- Land costs;
- Legal costs;
- Ongoing operating costs (e.g., electricity consumption, operation, maintenance, networking fees, expedited processing fees, subscription fees, etc.);
- Overhead, and;
- Costs incurred outside the Eligible Expenditure Period, including those for preparing this response, attending the kick-off meeting, and signing of the Ultimate Recipient's Contribution Agreement.

1.8.1. Salaries

Salaries include wages for all personnel with direct involvement in the project, such as engineers, construction staff and technical advisers. All eligible personnel must be employees on the Applicant's payroll. Payments such as shares, stock, stock options etc., are not eligible.

The amount invoiced shall be actual gross pay for the work performed and shall include no markup for profit, selling, administration or financing.

The eligible payroll cost is the employee's gross pay (normal periodic remuneration before deductions). Normal periodic remuneration rates are the regular pay rates for the period excluding premiums paid for overtime or shift work. The payroll rate does not include any reimbursement or benefit conferred in lieu of salaries or wages. When hourly rates are being charged for salaried personnel, the hourly rates shall be the periodic remuneration (annual, monthly, weekly, etc.) divided by the total paid hours in the period, including holidays, vacation and paid sick days.

Labour claims must be supported by suitable documentation such as time sheets and records and be held for verification at time of audit. Management personnel are required to maintain appropriate records of the time devoted to the project.

1.8.2. Benefits

Benefits are defined as a reasonable prorated share of expenses associated with the direct labour cost, such as the employer's portion of the Canada Pension Plan and employment insurance, employee benefits such as health plan and insurance, workers' compensation, sick leave, and vacation, plus any other employer paid payroll-related expenses. Those items with no relationship to the Project or that have been charged on an indirect basis are non-eligible. The determination of the fringe benefit amount shall be in accordance with GAAP. In general, the fringe benefit rate provided in the Project estimate shall be computed once during the life of the Project and agreed on prior to the signing of the Contribution Agreement. If retroactive adjustments are made, they must be indicated at the time of the Ultimate Recipient's claim for payment for Clean Foundation approval.

1.8.3. Professional Services

Professional services are defined as costs for the purchase of additional support required for the completion of the project. Those costs can cover the following types of services: scientific,

technical, management; contracting; engineering; construction; installation, testing and commissioning of equipment; training; marketing; data collection; logistics; maintenance; printing; distribution; audit and evaluation. The amount eligible from a sub-contractor, a consultant or service provider shall be the actual contract amount, and a copy of the contract must be kept on file.

1.8.4. Capital Expenses

Capital expenses are defined as an expenditure that results in an enduring benefit, as required by the Project. They can include, but are not limited to, the purchase of charging equipment, costs associated with site preparation and networking equipment; however, land is **not** considered an eligible expenditure under this Program. The retrofitting or upgrading of existing capital assets is included under this heading.

1.8.5. GST, PST and HST

Any taxes claimed must always be net of any tax rebate to which the Ultimate Recipient is entitled.

1.9. Eligible Expenditure Period

Eligible Expenditures will qualify for reimbursement from the time that an Ultimate Recipient's Contribution Agreement is signed by both parties until the Document Submission Deadline of **November 18, 2022**.

It is important to consult with Program staff during this period prior to incurring expenditures. In all cases, until both parties sign the Ultimate Recipient's Contribution Agreement there is no commitment or obligation on Clean Foundation's part to make a financial contribution to any Project, including any expenditure incurred or paid prior to the signing of such an Agreement.

2. The Application Process

2.1. Mode of Submission and Key Guidelines

Applicants are required to submit their application by filling out the online portion of the Application, and submitting the attachments including, but not limited to, the response template, two quotes, proof or permission of landownership and proof of registered business, society, or organization. It is recommended to review the online portion of the Application to ensure everything you need is accessible at the time of submission. Clean Foundation will not accept paper applications submitted by mail or hand delivery, or facsimile or Applications sent by email.

The Application must include:

- the completed Word Application template available from www.cleanfoundation.ca/evboost/, and saved either in .doc or .pdf format;

- any attachments the Applicant wishes to include (maximum of 10).

Please note that the maximum size of attachments is 10 MB per document.

Clean Foundation will retain a copy of all Applications and attachments.

Upon submission of the documents, a second window will appear with a link to a form where Applicants will need to input **civic address, longitude and latitude and type of charger** as outlined in Table 1 of the RFP for each Charging Stations and/or Charging Connectors included in your proposal.

The entire content of the Application should be submitted in a fixed form, and the content of websites or other external documents referred to in the Application but not attached will not be considered to form part of its Application or reviewed.

We recommend that Applicants allow sufficient time to upload their bid and attachment(s) (if applicable) and to resolve any issues that may arise. Clean Foundation reserves the right not to consider late proposals.

Upon completing the application process, an email will be sent to the address included in the Application to confirm the submission was successful. It is the Applicant's responsibility to retain proof of the time that the Application was sent to Clean Foundation. This may be required if Clean Foundation does not receive the Application package by the deadline for reasons beyond the sender's control.

All Applications are to be in English.

All prices proposed must be in Canadian currency. If not stated otherwise, Clean Foundation will assume prices quoted are in Canadian funds.

Whenever the amount proposed for an item in the Application does not agree with the extension of the estimated quantity and the proposed unit price, the unit price shall govern, and the extended amount proposed for that item shall be corrected accordingly.

Clean Foundation is not responsible for the security of the Application during transmission.

2.2. Applicants Bear Their Own Costs

Applicants will be responsible for all costs incurred in the preparation of their Applications including, if applicable, costs incurred for responding to requests for clarification or verification in accordance with Section 2.4.4 below.

2.3. Third Party Evaluation Support

Clean Foundation reserves the right to engage, as necessary, subject matter experts as advisors/consultants to assist with the evaluation of submissions and to provide technical guidance. The assignment of any one or more of these advisors/consultants will be at Clean Foundation's sole and absolute discretion and Clean Foundation may use any such advisors/consultants in any way it, in its discretion, considers necessary.

2.4. Communication, Amendments and Withdrawals

2.4.1. RFP Contact

Any questions or inquiries regarding the Program or the RFP must be sent by email to evboost@cleanfoundation.ca. No such communications are to be directed to any other person or initiate by any other mode of communication.

2.4.2. Errors and Omissions and Requests for Clarification

Applicants should promptly examine all the documents comprising this RFP, and a) report any errors, omissions, or ambiguities; and b) direct questions or seek additional information through the RFP Contact by the Deadline for Questions outlined on Table 3.

Clean Foundation is not obligated to respond to questions or comments received after the Deadline for Questions has passed.

Clean Foundation is under no obligation to provide additional information and will not be responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the Applicant to seek clarification from the RFP Contact on any matter it considers to be unclear. Clean Foundation will not be responsible for any misunderstanding on the part of the Applicant concerning this RFP or its process.

2.4.3. Amendment of RFP by Clean Foundation

This RFP may be amended only by addendum in accordance with this section.

Prior to the RFP closing date, Clean Foundation may amend or clarify the RFP in the case of any discrepancies or omissions. Any amendments or clarifications to the RFP prior to the closing date will be done by a formal written addendum to the RFP. Addenda may be uploaded to the Program webpage at www.cleanfoundation.ca/evboost and sent to the RFP email distribution list at any point during the open status of the RFP.

Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Applicants are responsible for reviewing all addenda issued by Clean Foundation.

In the event that Clean Foundation revises the RFP after the closing date, Applicants will have the opportunity to refine, submit or resubmit their proposals by the date set out by Clean Foundation in the RFP revision.

2.4.4. Requests for Verification and Clarification by Clean Foundation

During the evaluation process, Clean Foundation may request further information from the Applicant or third parties to verify or clarify the information provided in the Application, including but not limited to clarification with respect to whether an Application meets the evaluation criteria set out in Sections 4 and 5 below. Clean Foundation may re-visit and re-evaluate the Applicant's response or ranking based on any such information.

2.4.5. Amendment of Application by Applicant

Applicants may amend their Applications any time prior to the submission deadline by: a) emailing evboost@cleanfoundation.ca with the subject heading “Application Withdrawal with Intent to Amend”; and b) re-submitting the amended Application to the RFP form.

The amended Application will formally replace the original Application, which will not be reviewed by Clean Foundation.

2.4.6. Withdrawal of Application by Applicant

Applicants may withdraw their Applications any time prior to the execution of the Ultimate Recipient’s Contribution Agreement by emailing evboost@cleanfoundation.ca with the subject heading “Application Withdrawal”.

2.5. Notification and Debriefing

2.5.1. Notification

Following the evaluation process, successful Applicants will be notified through a Letter of Conditional Approval and be invited to begin negotiating an Ultimate Recipient’s Contribution Agreement. Clean Foundation will not accept any changes to the standard provisions of the Agreement template (see Appendix) unless there exists a legal impediment for your organization to agree to the terms and conditions of the Agreement as drafted.

We strongly encourage Applicants to review the template Ultimate Recipient’s Contribution Agreement with their legal counsel prior to submitting their Application. Please note that expenditures incurred between the date of the Letter of Conditional Approval and the date that the parties sign the Agreement are not incurred during the Eligible Expenditure Period and cannot count towards Total Project Costs or be reimbursed.

Unsuccessful Applicants will receive a Letter of Regret.

2.5.2. Debriefing

Applicants may request via email correspondence a debriefing after posting of the outcome of the procurement process. All requests must be made to the RFP Contact within sixty (60) days of posting of the outcome of the procurement process. Debrief sessions will be held in **June 2022**.

The intent of the debriefing information session is to aid the Applicant in presenting a better Application in any subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

2.6. Conflict of Interest and Prohibited Conduct

2.6.1. Conflict of Interest

For the purposes of this RFP, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- a) in relation to the RFP process, the Applicant has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
- i. having, or having access to, confidential information belonging to Clean Foundation in the preparation of its Application that is not available to other Applicants;
 - ii. communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process); or
 - iii. engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- b) in relation to the performance of its contractual obligations under the Ultimate Recipient's Contribution Agreement, the Applicant's other commitments, relationships or financial interests:
- i. could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or
 - ii. could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

Applicants should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who participated in the preparation of the Application; AND were employees of Clean Foundation eighteen (18) months prior to the Submission Deadline. If no such details are provided in its Application, the Applicant will be deemed to declare that: (a) there was no Conflict of Interest in preparing its Application; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Clean Foundation may disqualify an Applicant, rescind an invitation to sign an Ultimate Recipient's Contribution Agreement, or terminate any such Agreement for any conduct, situation, or circumstance, determined by the Clean Foundation, in its sole and absolute discretion, to constitute conduct prohibited by this RFP.

2.6.2. Prohibited Communications

An Applicant shall not:

- at any time directly, or indirectly, communicate with the media in relation to this RFP or any agreement executed pursuant to this RFP without consent of the Clean Foundation, and then only in coordination with the Clean Foundation;
- make public announcements or news releases regarding this RFP or any subsequent award of contract without the prior written approval of Clean Foundation;

- in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of successful Applicants;
- engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion; and
- engage in any unethical conduct, including lobbying, as described above or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Clean Foundation; submitting Applications containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

2.7. Confidential Information

An Applicant should identify any information in its Application or any accompanying documentation that is confidential. The confidentiality of such information will be maintained by Clean Foundation, except as otherwise required by law or by order of a court or tribunal. Applicants are advised that their Applications may, as necessary, be disclosed, on a confidential basis, to advisers retained by Clean Foundation to advise or assist with the RFP process, including the evaluation of Applications.

2.8. Procurement Process Non-Binding

This procurement process is not intended to create or be deemed to create a formal, legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation, this RFP shall not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract.

This RFP process is intended to identify prospective Ultimate Recipients for the purposes of negotiating an Ultimate Recipient's Contribution Agreement. No legal relationship or obligation regarding the procurement of any good or service shall be created between an Applicant and Clean Foundation by this RFP process until the successful negotiation and execution of a written agreement between the Applicant and Clean Foundation.

While the pricing information provided in Applications will be non-binding prior to the execution of an Ultimate Recipient's Contribution Agreement, such information will be assessed during the evaluation of Applications and the ranking of the Applicants. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of Clean Foundation to enter into an Ultimate Recipient's Contribution Agreement with an Applicant.

Clean Foundation may cancel the RFP process without liability at any time prior to the execution of a written Ultimate Recipient's Contribution Agreement between Clean Foundation and an Applicant.

2.9. Governing Law

This RFP process shall be governed by and construed in accordance with the laws of the Province of Nova Scotia.

2.10. Terms and Conditions of the RFP

All terms and conditions of this RFP are deemed to be accepted by the Applicant and incorporated by reference in their Application, except for those expressly challenged by the Applicant in their Application.

2.11. Terms and Conditions of the Applications

All Applications and accompanying documentation received under this RFP process will be the sole property of Clean Foundation and will not be returned.

Applications submitted shall be final and may not be altered by subsequent offerings, discussions, or commitments unless the Applicant is requested to do so by Clean Foundation.

Should Clean Foundation determine that Applications submitted are non-compliant, and there are funds remaining to be awarded, Clean Foundation may carry out a process whereby all Applicants with non-compliant Applications are allowed the opportunity to correct their Applications.

3. Project Evaluation

3.1. Assessment, Due Diligence and Risk Framework

Each Application will be reviewed for completeness and assessed against mandatory criteria. Applications that do not meet all mandatory criteria will not be given further consideration.

Applications that meet the mandatory criteria (Section 4) will then be rated and ranked against merit criteria (Section 5). Clean Foundation will then issue final funding decisions based on this ranking. Unsuccessful Applicants will receive Letters of Regret and successful Applicants will receive Letters of Conditional Approval.

Clean Foundation may request that Applicants of conditionally approved projects provide confirmation or clarification to support their Application as part of a due diligence assessment. The findings from the due diligence process will be considered in determining Clean Foundation's ability to enter into an Ultimate Recipient's Contribution Agreement for the proposed Project.

3.2. Reservations

Clean Foundation reserves the right to:

- reject any or all Applications received in response to this RFP;

- seek clarification from Applicants who respond to this RFP;
- verify the validity of the information supplied in any Application;
- waive or modify procedural and administrative irregularities due to honest or unintentional mistakes as identified in Applications received, after discussion with the Applicant;
- negotiate with the Applicant(s) responding to this RFP, consistent with the objectives stated;
- cancel this RFP at any time for any or no reason. If cancelled, Clean Foundation is not responsible for any costs incurred by the Applicant(s); and
- accept the Applications(s) in full or in part that appear to be in the best interests of the Program.

Clean Foundation may reject a bid based on inappropriate conduct, including but not limited to the following: (a) illegal or unethical conduct; (b) the refusal of the Applicant to honour its submitted pricing or other commitments; or (c) any conduct, situation or circumstance determined by Clean Foundation, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

4. Mandatory Criteria

Table 3. Mandatory evaluation criteria. Please review these closely and ensure your organization and project meets all these criteria.

The Applicant must:		Evaluation
4.1	<p>Be an eligible recipient as per Section 1.3.1 of this RFP.</p> <ul style="list-style-type: none"> • Applicants must provide proof of current legal status with their Applications. 	Y/N
4.2	<p>Plan to install Charging Stations and/or Charging Connectors that are an eligible technology as described in Table 2 of this RFP, and which will:</p> <ul style="list-style-type: none"> • be installed only in Nova Scotia; • be a permanent installation (mounted or fixed models); • be new and purchased equipment (not leased); • be for a new installation or expansion of an existing installation (not for the replacement of an existing installation); • be connected as defined in Section 1.2 of this RFP (definitions of “Charging Connector”, “Charging Station”, and “Connected EV Chargers”); and • increase localized charging opportunities in public places, on-street, in multi-unit residential buildings, at workplaces or for light-duty vehicle fleets, as defined in Section 1.3.4 of this RFP. 	Y/N

4.3	Ensure the work performed complies with all applicable local codes (for example, building and electrical) and bylaws (for example, zoning and parking).	Y/N
4.4	Ensure that charging infrastructure targeting public use must be installed in a parking space clearly identified for the purpose of charging electric vehicles.	Y/N
4.5	Provide proof that the Applicant either owns the land on which the Charging Stations and/or Connected Chargers will be installed or has documented permission to access, install and operate charging infrastructure on that land.	Y/N
4.6	<p>Throughout the entire term of the Ultimate Recipient's Contribution Agreement, the Applicant shall obtain, maintain, and pay for commercial general liability coverage, in the amount not less than five million dollars (\$5,000,000).</p> <ul style="list-style-type: none"> The Applicant agrees to provide proof of insurance to Clean Foundation in the form of a certificate of insurance signed by the Applicant's insurance broker within fifteen (15) days of the signing of Ultimate Recipient's Contribution Agreement. 	Y/N
4.7	To consider the funding per connector, each connector must be able to charge an electric vehicle and support a parking space simultaneously. Should a Charging Station have multiple connectors where each connector can charge a vehicle and support a dedicated parking space simultaneously, each connector can be counted as a Charging Station.	Y/N
4.8	Be requesting <u>less</u> than \$100,000 from the Program.	Y/N
4.9	<p>Disclose in their Application all confirmed and potential sources of funding, inclusive of all federal, provincial, territorial, or municipal governments (Total Government Funding) and other sources that are expected to be received.</p> <ul style="list-style-type: none"> Total funding from all levels of government (e.g., federal, provincial/territorial, or municipal) cannot exceed 75% of the Total Project Costs, unless the Ultimate Recipient is a provincial, territorial, or municipal government or their departments or agencies, in which case the stacking limit is 100% of Total Project Costs. 	Y/N
4.10	Provide a Project timeline with phases (milestones), including all activities that shows that the installation portion of the Project can be completed by October 31, 2022.	Y/N
4.11	Demonstrate your Project delivery approach by describing the following:	Y/N

	<ul style="list-style-type: none"> • how Charging Station installer(s) will be selected and what oversight will be provided by your organization; • what due diligence processes are in place; • the timeline for you to conduct your Project; • how feasibility risks will be identified; • what type of mitigation measures will be applied; and • any other program procedure or delivery activity. 	
4.12	<p>Provide a minimum of two quotations for the installation of each Charging Station and/or Connected Charger proposed as part of the Project.</p> <p>The quotations should show labour and materials for the work, including any preparatory work such as panel upgrades, running conduits and excavation, as well as projected taxes. Material costs should include but are not limited to; the charging unit, the cost of cabling, and if necessary, cost of any additional components necessary for the project.</p> <p>Project with multiple installations sites will need to submit a minimum of two quotations for all labour and material, including any preparatory work, associated with each site in the project.</p>	Y/N
4.13	<p>If relevant, provide proof of necessary authorizations from political bodies (e.g., municipal councils), or an attestation that these authorizations will be secured before the signing of the Ultimate Recipient’s Contribution Agreement.</p>	Y/N

5. Merit Criteria

Only Applications that meet the mandatory criteria will be evaluated against merit criteria described in **Table 4** below. Applicants are encouraged to provide a detailed and clear description for each criterion.

Table 4. Merit evaluation criteria.

No	Criterion	Points
5.1	<p>Organizational Background</p> <p>1) Describe your organization’s capacity to deliver the Project, taking into consideration your resources and timelines. This includes a description of and similar infrastructure project’s your organization has managed and any other detail that demonstrates that your organization will be ready to deliver the Project should it be selected for funding.</p>	25

<p>5.2</p>	<p>Project Rationale</p> <ol style="list-style-type: none"> 1) Describe the rationale for the Project, for example, by highlighting the needs assessments, demonstrating current or potential market opportunities, identifying the target users, and showing why your project will help achieve the aims of the funding to support deployment of EV infrastructure. 2) Describe benefits to stakeholders and expected outcomes of your project, and how they will be measured and assessed. 	<p>15</p>
<p>5.3</p>	<p>Project Risk Management and Readiness</p> <ol style="list-style-type: none"> 1) Describe your organization’s experience in project delivery related to electric vehicles and/or Charging Stations, if applicable. Describe any challenges you anticipate, and how they will be overcome. 2) Demonstrate how you have prepared for this Project. This includes but is not limited strategies, commitments, internal policies, operational or strategic plans, quotes, etc. 	<p>35</p>
<p>5.4</p>	<p>Reliability and Access</p> <ol style="list-style-type: none"> 1) Describe the warranty(ies), if any, that come with the Charging Station(s) and/or Charging Connector(s), including warranty duration and what is covered. 2) Describe any ongoing service and maintenance agreements that you intend to enter into as part of the Project. What is the duration of the agreement, and what services are covered? Are there minimum station uptime standards and/or repair turnaround guarantees? 	<p>10</p>
<p>5.5</p>	<p>Project Impacts and Co-Benefits</p> <ol style="list-style-type: none"> 1) Does your organization have a carbon reduction or climate change strategy? If so, describe how does this Project helps advance the outcomes in that strategy. 2) Describe how the Project promotes positive socio-economic impacts (e.g., creates revenue source for local business?). 3) Describe how the Project promotes the education and awareness of electric vehicles and charging to its potential stakeholders. 4) Describe the charging infrastructure that already exists in the community/area of the proposed Project and how the Project would enhance the infrastructure in that community/area 5) If the Project addresses an underserved community, describe the community and the potential impacts the Project will have. 6) Describe the immediate area around the Charging Station(s), and whether it is located in a way that is accessible and safe (e.g., is the area well-lit at night? Is it wheelchair accessible?) 	<p>15</p>

	TOTAL	100
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6. Contribution Agreement and Additional Information

The selected Applicants will be requested to enter into direct contract negotiations to finalize an Ultimate Recipient's Contribution Agreement with Clean Foundation. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for this process.

Clean Foundation is not acting as an agent of either the federal or provincial Crown and has full independence as to the choice of Ultimate Recipients. Neither NRCan nor the Nova Scotia Department of Natural Resources and Renewables will intervene in business decisions between Clean Foundation and the Ultimate Recipients but must ensure that all Program requirements are always met. To ensure all parties are conducting their Projects in accordance with Program requirements, NRCan has set out the minimum requirements of the Ultimate Recipient's Contribution Agreement that will be established between Clean Foundation and the Ultimate Recipients. The minimum requirements are included in the Form of Agreement attached in the Appendix.

Clean Foundation will not accept any changes to the standard provisions of the Ultimate Recipient's Contribution Agreement unless there exists a legal impediment for your organization to agree to the terms and conditions of the agreement as drafted. We encourage Applicants to review the Ultimate Recipient's Contribution Agreement template with their legal counsel prior to submitting their response. As an Applicant, it is your responsibility to understand and agree to the provisions and definitions used in the Ultimate Recipient's Contribution Agreement. This will facilitate negotiations should your project be conditionally selected for funding.

The following sections of the Ultimate Recipient's Contribution Agreement will not be altered:

- Section 2 (Representations and Warranties);
- Section 3.3 (Survival);
- Section 5 (Impact Assessment);
- Section 10 (Accounts and Audits);
- Section 11 (Intellectual Property);
- Section 12 (Indemnity);
- Section 13 (Insurance);
- Section 14 (Default);
- Section 15 (Access);
- Section 16 (Disposition of Assets);
- Section 20 (Conflict of Interest);
- Section 22 (Governing Law); and
- Section 23 (Assignment).

An Applicant receiving a Letter of Conditional Approval should be prepared to sign an Ultimate Recipient's Contribution Agreement in a timely fashion with a view to fully executing the agreement in May 2022.

We are including the Form of Agreement template for reference purposes only. Until both parties sign an Ultimate Recipient's Contribution Agreement, there is no commitment or obligation on the part of Clean Foundation to make a financial contribution to any Project, including for any expenditure incurred or paid prior to the signing of such an Agreement.

Note also that the ZEVIP Contribution is subject to there being an appropriation by Parliament for the fiscal year in which payments are to be made.

7. Applicant's Attestations

The Applicant must confirm the following statements as part of its Application:

- It is acting on behalf of all partners and collaborators and has received written permission from them to do so.
- All funding identified by the Applicant and its partners and collaborators in the Application is expected to be available for commitment at the time of the signing of the Ultimate Recipient's Contribution Agreement by duly authorized representatives of the Applicant.
- Any proprietary or confidential information provided as part of the Application by any party is provided with the approval of that party.
- It understands and acknowledges that, should the Project be accepted for funding from the Program, no liability and no commitment or obligation exists on the part of Clean Foundation to make a financial contribution to the Project until a written Ultimate Recipient's Contribution Agreement is signed by both parties, and, furthermore, that any costs or expenses incurred or paid by the Applicant prior to the execution of the Ultimate Recipient's Contribution Agreement by both parties are the sole responsibility of the Applicant, and no liability exists on the part of Clean Foundation.
- It understands and acknowledges that neither Clean Foundation employees, officers, agents, nor officials of the Government of Canada or the Province of Nova Scotia will entertain any request by Applicants to review or revisit Clean Foundation's approval decisions.
- It understands and acknowledges that Clean Foundation reserves the right to alter or cancel the currently envisaged process at its sole discretion.
- It understands and acknowledges that no Member of the House of Commons or the Nova Scotia Legislature shall be admitted to any share or part of the Ultimate Recipient's Contribution Agreements, or any resulting benefit.
- It acknowledges that Clean Foundation may collect, use, and share an Applicant's documentation prepared in the administration of the Program. Clean Foundation may use and share this information for the purposes of assessing and reviewing the eligibility of the

Applicant and the proposed Project with departments or agencies of the Government of Canada, and Provincial and/or territorial Governments.

- The individual signing below attests that they have the authority to sign a legally binding contribution agreement between Clean Foundation and the Applicant.

Appendix A – Form of Agreement

The terms of the agreement that will be used for this project are provided as a separate Appendix A - Form of Agreement, attached to this RFP.

CONTRIBUTION AGREEMENT

BETWEEN:

CLEAN NOVA SCOTIA FOUNDATION (hereinafter, “Clean Foundation”)

and

[ULTIMATE RECIPIENT NAME] (hereinafter, “Ultimate Recipient”)

(collectively, the “Parties”)

WHEREAS Clean Foundation has entered a contribution agreement (ZEVIP Contribution Agreement) with Natural Resources Canada as the Initial Recipient of funding through the Zero Emission Vehicle Infrastructure Program (ZEVIP), which is intended to address the lack of electric vehicle (EV) charging stations in Canada by increasing the availability of localized charging opportunities where Canadians live, work, and play.

AND WHEREAS, further to the terms of the ZEVIP Contribution Agreement, Clean Foundation issued a Request for Proposals to solicit applications from organizations seeking contributions to support the installation of Level 2 EV charging station(s).

AND WHEREAS the Ultimate Recipient was one of the successful applicants to the Request for Proposals and wishes to complete the installation of EV charging stations(s) as proposed in its application to the RFP (the Project).

AND WHEREAS, further to the terms of the ZEVIP Contribution Agreement, the Ultimate Recipient must enter into a separate contribution agreement (the Agreement) with Clean Foundation that meets Natural Resources Canada’s minimum requirements as a prerequisite to receiving a contribution from Clean Foundation.

AND WHEREAS the Province of Nova Scotia has also contributed \$500,000 in funding to Clean Foundation to further support the installation of charging station(s) in accordance with the terms of this Agreement.

NOW THEREFORE witnesses that in consideration of the premises and the mutual covenants and obligations herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. Interpretation

1.1 The following terms shall be interpreted as follows in this Agreement:

- a) **“Administrative Fee”** means a fee owing from the Ultimate Recipient to Clean Foundation for processing of the Project;
- b) **“Agreement”** means this Agreement and all attached schedules, as may be amended in accordance with this Agreement;
- c) **"Application"** means the written application for the Project submitted by the Ultimate Recipient and accepted by Clean Foundation;
- d) **“Charging Connector”** means the plug on the power cord that connects the supply device to the charging outlets on an electric vehicle;
- e) **“Charging Station”** means the device used to provide electricity to an electric vehicle for the purpose of charging the vehicle's onboard battery, and for the purposes of this Agreement, shall refer to Level 2 charging stations which are rated for either 208 or 240 Volts and which have a minimum power output of three point three kilowatts (3.3 kW) and a maximum power output of nineteen point two kilowatts (19.2 kW);
- f) **"Document Submission Deadline"** means the date on which the Ultimate Recipient provides Clean Foundation with documentary evidence, satisfactory to Clean Foundation, that the Project is complete and open to its intended users;
- g) **"Eligible Expenditures"** means any expenditures Incurred by the Ultimate Recipient as set out in Schedule B (Budget and Eligible Expenditures), within the Eligible Expenditure Period in accordance with the terms and conditions of this Agreement;
- h) **"Eligible Expenditure Period"** means the period starting when this Agreement is signed by both Parties to November 18, 2022;
- i) **“Fiscal Year”** means the one-year period beginning with April 1st of a calendar year and ending with March 31st of the next calendar year;
- j) **"Fixed Asset"** means a tangible non-current asset, including buildings and equipment, acquired not for sale but for use for the Project during the Eligible Expenditure Period;

- k) **"Incurred"** means, in relation to an Eligible Expenditure, an Eligible Expenditure or a portion thereof that is owing and due from the Ultimate Recipient;
- l) **"Incurred and Paid"** means, in relation to an Eligible Expenditure, an Eligible Expenditure that the Ultimate Recipient has paid for;
- m) **"Ineligible Expenditures"** means those expenditures described in Schedule B (Budget and Eligible Expenditures), and shall include in-kind costs, land costs, legal costs, insurance costs, ongoing operating costs (e.g., electricity consumption, operation, maintenance, networking fees, subscription fees, etc.), and costs incurred outside the Eligible Expenditure Period, including those for preparing the Application to the Request for Proposals and the signing of this Agreement;
- n) **"Installation Deadline"** means the date on which the Charging Stations and/or Charging Connectors are installed and operational, meaning that they can support the charging of an electric vehicle;
- o) **"Intellectual Property"** means any intellectual property recognized by law, including any intellectual property right protected through legislation including governing patents, copyright, trademarks, and industrial designs;
- p) **"Interest Rate"** means the Bank Rate, as defined in the Interest and Administrative Charges Regulations, in effect on the due date, plus 300 basis points, compounded monthly. The Interest Rate for any given month can be found at: <http://www.tpsgc-pwgsc.gc.ca/recgen/txt/taux-rates-eng.html>;
- q) **"Minister"** means the Minister of Natural Resources and includes any duly authorized officers or representatives;
- r) **"Party"** means either Clean Foundation or the Ultimate Recipient;
- s) **"Project"** means the Project described in Schedule A (Description of the Project);
- t) **"Provincial Contribution"** means the funding provided by Clean Foundation from the Government of Nova Scotia to further support the installation of Charging Stations;
- u) **"Request for Proposals"** means the tender document released by Clean Foundation through which it solicited applications from eligible organizations seeking a contribution to support the installation of qualifying Charging Stations and/or Charging Connectors;
- v) **"Total Government Funding"** means cash contributions provided by the federal government, and other contributions from the provincial, territorial and municipal governments toward the Total Project Costs;
- w) **"Total Project Costs"** means the total of all Eligible Expenditures Incurred by the Ultimate Recipient and directly attributable to the Project;

- x) **"ZEVIP Contribution"** means the funds provided by Natural Resources Canada to Clean Foundation to be distributed to Ultimate Recipients to support the installation of Charging Stations and/or Charging Connectors; and
- y) **"ZEVIP Contribution Agreement"** means the agreement between Clean Foundation and the Natural Resources Canada under which Natural Resources Canada agreed to provide the ZEVIP Contribution to Clean Foundation and detailed terms and conditions governing how Clean Foundation is permitted to distribute the ZEVIP Contribution to Ultimate Recipients.

1.2 The following schedules are attached to and made part of this Agreement:

- a) Schedule A (Description of the Project); and
- b) Schedule B (Budget and Eligible Expenditures).

1.3 In case of conflict between any provision in the main body of this Agreement and a provision in an attached schedule, the provision in the main body of this Agreement shall take precedence.

1.4 Grammatical variations of the above defined terms have similar meanings. Words importing the singular number only shall include the plural and vice versa.

2. Representations and Warranties

2.1 The Ultimate Recipient represents and warrants that all factual matters contained in the Application and all supporting materials are true and accurate in all material respects, and that all estimates, forecasts, and other related matters involving judgement were prepared in good faith and to the best of its ability, skill, and judgement.

2.2 The Ultimate Recipient represents and warrants that it is duly incorporated or registered and validly existing in good standing under the laws of Canada or Nova Scotia and has the power and authority to carry on its business, to hold property, and undertakes to take all necessary action to maintain itself in good standing and preserve its legal capacity during the term of this Agreement.

2.3 The Ultimate Recipient represents and warrants that the execution, delivery, and performance of this Agreement have been duly authorized and when executed and delivered will constitute a legal, valid, and binding obligation of the Ultimate Recipient enforceable in accordance with its terms.

2.4 The Ultimate Recipient represents and warrants that it has not, nor has any person offered or promised to any official or employee of Clean Foundation, for or with a view to obtaining this Agreement any bribe, gift or other inducement and it has not nor has any person on its behalf employed any person to solicit this Agreement for a commission, fee, or any other consideration dependent upon the execution of this Agreement.

3. Duration of the Agreement

3.1 This Agreement comes into force when signed by the Parties.

- 3.2 Except as otherwise provided in the articles below, this Agreement will expire on the latest of:
- a) the March 31, 2023; or
 - b) the date on which all amounts owed by the Ultimate Recipient to Clean Foundation under this Agreement have been paid in full.
- 3.3 The following clauses shall survive the expiration of this Agreement for an additional three (3) years:
- a) Article 10 (Accounts and Audits);
 - b) Article 11 (Intellectual Property);
 - c) Article 12 (Indemnity);
 - d) Article 14 (Default);
 - e) Article 15 (Access);
 - f) Article 16 (Disposition of Assets); and
 - g) Article 26 (Dispute Resolution).

4. Conduct of Project

- 4.1 The Ultimate Recipient shall carry out the Project promptly, diligently and in a professional manner and in accordance with the terms and conditions of this Agreement.
- 4.2 The Ultimate Recipient shall complete the Project by the Installation Deadline of October 31, 2022, unless the relationship is terminated earlier pursuant to the provisions of this Agreement.
- 4.3 The Ultimate Recipient shall immediately advise Clean Foundation of any changes to its Project that may impact its ability to complete the Project as described in Schedule A (Description of the Project), including the projected Total Project Costs, Installation Deadline and Document Submission Deadline.
- 4.4 The Ultimate Recipient shall comply with all applicable federal, provincial, and municipal laws and by-laws in relation to the Project.
- 4.5 The Ultimate Recipient shall be solely responsible for completing the Project and for the administration of this Agreement, including:
- a) establishing procedures, soliciting, assessing, and approving sales and service agreements with respect to sub-contractors and distributors in accordance with the requirements of this Agreement;
 - b) ensuring that any agreements with sub-contractors stipulate obligations, including financial roles and responsibilities, that are consistent with and reflect the terms and conditions of this Agreement; and

- c) paying all fees, charges and expenses for any sub-contractors and distributors. Clean Foundation will not provide any contributions to organizations other than the Ultimate Recipient.
- 4.6 Subject to the terms of this Agreement, all decisions relating to the procurement of makes and models of Charging Stations and/or Charging Connectors and any other products or services necessary to install the Charging Stations and/or Charging Connectors and render them operational are the sole discretion of the Ultimate Recipient.
- 4.7 Further to the terms of the ZEVIP Contribution Agreement, the Ultimate Recipient must accept ownership and custody of all goods purchased for the Project for the duration of the Agreement. Evidence of ownership of such goods must be kept on record and available for audit by the Clean Foundation at all relevant times.
- 5. Impact Assessment**
- 5.1 The Ultimate Recipient represents and warrants that the Project is not a “designated project” nor a “project” according to the *Canadian Environmental Assessment Act, 2012* or the *Impact Assessment Act*.
- 5.2 If, within the Eligible Expenditure Period, the Project becomes a “designated project” or a “project” carried out on federal land or outside of Canada according to *the Impact Assessment Act*, the Parties agree that Clean Foundation’s obligations under this Agreement will be suspended until:
- a) in the case of a “designated project”:
 - i. the Impact Assessment Agency of Canada makes a decision that no assessment of the “designated project” is required and posts that decision; or
 - ii. the decision statement with respect to the “designated project” that is issued to the Ultimate Recipient sets out that the effects that are indicated in the report with respect to the impact assessment of the Project are in the public interest;
 - b) in the case of a “project”:
 - i. a determination indicating that the carrying out of the Project is not likely to cause significant adverse environmental effects by the Minister or another authority referred in the *Impact Assessment Act*; or
 - ii. if the carrying out of the Project is likely to cause significant adverse environmental effects, a decision of the Governor in Council indicates that those effects are justified in the circumstances.
- 5.3 If, the Project becomes a “designated project” or “project” as defined in Paragraph 5.2 above, the Ultimate Recipient agrees that Clean Foundation will suspend payment of all contributions until such time as the Ultimate Recipient receives permission to proceed with the Project. If the Ultimate Recipient does not receive permission to proceed with the Project, or if such permission is not received in time for the Ultimate Recipient to complete the Project by the date stipulated in Paragraph 4.2 above, Clean Foundation

may terminate this Agreement with immediate effect by giving notice in writing to the Ultimate Recipient. Following such termination, no further contributions will be disbursed under this Agreement, and Clean Foundation will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort, or extra-contractual liability, or otherwise, arising from the termination.

6. Contributions

- 6.1 Notwithstanding any other provision of this Agreement, the ZEVIP Contribution shall not in any circumstances exceed the lesser of:
- a) fifty percent (50%) of Total Project Costs incurred; and
 - b) five thousand dollars (\$5,000) per eligible Charging Connector.
- 6.2 Notwithstanding any other provision of this Agreement, the Provincial Contribution shall be calculated for each eligible Charging Station and/or Charging Connector installed by Ultimate Recipients once all ZEVIP Contributions have been finally confirmed and paid out to Ultimate Recipients. The Provincial Contribution will be distributed so as not to exceed the Total Government Funding restrictions detailed in Section 6.8 for any single Ultimate Recipient.
- 6.3 A Charging Connector is eligible for a contribution where each such connector is able to charge an electric vehicle and support a parking space simultaneously, and the total number of proprietary connector types cannot be more than seventy-five percent (75%) of all Charging Connectors installed at the same Project site.
- 6.4 In order to be eligible to receive payment for the ZEVIP Contribution as described herein, the Ultimate Recipient must submit its final claim for payment and required documentation to Clean Foundation on or before November 18, 2022.
- 6.5 Clean Foundation will not contribute to any Eligible Expenditure Incurred by the Ultimate Recipient prior to or after the Eligible Expenditure Period.
- 6.6 The Ultimate Recipient agrees that the Total Government Funding shall not exceed seventy-five percent (75%) of the Total Project Costs, except in the case where the Ultimate Recipient is a provincial, territorial, regional, or municipal government or their department or agency, in which case, the Total Government Funding shall not exceed one hundred percent (100%) of the Total Project Costs.
- 6.7 If the Total Government Funding that the Ultimate Recipient has received exceeds:
- a) seventy-five percent (75%) of the Total Project Costs in cases where the Ultimate Recipient is not provincial, territorial, regional, or municipal governments or their departments or agencies; or
 - b) one hundred percent (100%) of the Total Project Costs in cases where the Ultimate Recipient is a provincial, territorial, regional, or municipal government or their department or agency;

Clean Foundation may require the Ultimate Recipient to reimburse such excess.

- 6.8 The Ultimate Recipient represents that no other federal, provincial, territorial or municipal government assistance, other than the Provincial Contribution in an amount to be determined, and those described below and listed in Schedule B (Budget and Eligible Expenditures), has been or will be provided in respect of the Total Project Costs incurred:

ZEVIP Contribution:	xxx Dollars (\$xxx)
Federal contributions other than through this Program:	xxx Dollars (\$xxx)
Provincial contributions other than through this Program:	xxx Dollars (\$xxx)
Municipal contributions:	xxx Dollars (\$xxx)
Total Government Funding:	xxx Dollars (\$xxx)

The Ultimate Recipient shall advise Clean Foundation immediately of any change in the Total Government Funding listed above during the term of this Agreement.

- 6.9 The Ultimate Recipient must submit a written request to Clean Foundation to make an increase the Total Project Cost. The request must include a revised budget. This request is subject to approval in writing by Clean Foundation. Where no written approval is received for an increase to the Total Project Cost, Clean Foundation reserves the right not to adjust amount of the ZEVIP Contribution owing to the Ultimate Recipient as specified in Section 6.8 above.

7. Administrative Fee

- 7.1 The Ultimate Recipient agrees that it shall pay to Clean Foundation an Administrative Fee in the amount of two hundred and fifty dollars (\$250) per eligible Charging Connector.
- 7.2 Clean Foundation will invoice the Ultimate Recipient for the Administrative Fee upon signing of the Agreement. The Ultimate Recipient will pay the full amount of the Administrative Fee within thirty (30) days of the date it receives the invoice.
- 7.3 The Ultimate Recipient acknowledges and agrees that the Administrative Fee must be paid to Clean Foundation before Clean Foundation will release the ZEVIP Contribution to the Ultimate Recipient.

8. Method of Payment

- 8.1 In order to receive payment of Eligible Expenditures, the Ultimate Recipient shall submit to Clean Foundation in the manner to be prescribed by Clean Foundation:
- a) an invoice for the Contributions being claimed which provides, for each Charging Station installed as part of the Project, details of the amounts claimed in respect of:
 - i. salary and benefits;

- ii. professional services (e.g., scientific, technical, management, contracting, engineering, construction, installation, testing and commissioning of equipment, training, marketing, data collection, logistics, maintenance, printing, distribution, and audit and evaluation);
 - iii. capital expenses, including informatics and other equipment or infrastructure;
 - iv. rental fees or leasing costs;
 - v. license fees and permits;
 - vi. costs associated with Environmental Assessments; and
 - vii. GST, PST and HST net of any tax rebate to which the Ultimate Recipient is entitled;
- b) copies of all third-party invoices;
- c) copies of all documents evidencing a contribution from any federal, provincial, territorial or municipal government body, other than the ZEVIP Contribution and Provincial Contribution defined in Section 1.1 above;
- d) a photograph of each Charging Station that has been installed as part of the Project;
- e) the site address for each Charging Station that has been installed as part of the Project;
- f) a statement certifying that each Charging Station that has been installed as part of the Project is open to its intended users; and
- g) a statement certifying that the Ultimate Recipient has Incurred and Paid all claims for the payment of Eligible Expenditures of the Project.
- 8.2 Notwithstanding Article 25 (Amendments), following receipt of a written request from the Ultimate Recipient in accordance with Article 24 (Notices), Clean Foundation may approve in writing at its sole discretion an extension to submit any claim, or any documentation required to be submitted in accordance with this Agreement.
- 8.3 Where for any reason Clean Foundation determines that the amount of the Contributions disbursed exceeds the amount to which the Ultimate Recipient is entitled or the Ultimate Recipient is not entitled to the Contributions, the Ultimate Recipient must repay to Clean Foundation no later than thirty (30) days from the date of Clean Foundation's notice, the amount of the overpayment or the amount of the Contributions disbursed. If the amount is not repaid by its due date, interest accrues at the Interest Rate for the period beginning on the due date and ending on the day before the day on which repayment to Clean Foundation is received. Any such amount is a debt due to Clean Foundation and is recoverable as such.

8.4 Upon meeting all the obligations outlined in the RFP, and submission of all required documents, successful applicants are guaranteed to receive payment from the EV Boost program.

9. Point of Contact

9.1 The Ultimate Recipient agrees that it will appoint a single individual who will lead the Project (Project Lead) for its duration and serve as the main point of contact for Clean Foundation. The Ultimate Recipient agrees to notify Clean Foundation of any changes in its Project Lead.

10. Accounts and Audits

10.1 Prior to the termination of this Agreement and for three (3) years after the expiration of this Agreement, as described in Article 3 (Duration of the Agreement), the Ultimate Recipient shall, at its own expense:

- a) keep proper and accurate books, accounts, and records of its revenue received and expenses Incurred and Paid in connection with the Project and shall keep its invoices, receipts, and vouchers relating thereto;
- b) keep proper and accurate records of all data, analyses, and other scientific or technical assessments and reports, and any and all information relating to the outputs and outcomes of the Project;
- c) on demand, make available to Clean Foundation or to the Minister such books, accounts, records, invoices, receipts, and vouchers referred to above and permit Clean Foundation or the Minister to examine and audit and take copies and extracts from such documents;
- d) allow Clean Foundation or the Minister, at their own expense and discretion, to conduct a technical audit to verify that the proposed measures outlined in Schedule A (Description of the Project) were implemented in accordance with this Agreement; and
- e) allow Clean Foundation or the Minister, at Clean Foundation or the Minister's own expense and discretion, to conduct an audit to verify the accuracy of reports submitted by Clean Foundation that rely on information provided by the Ultimate Recipient.

10.2 In respect of Eligible Expenditures related to professional, scientific and contracting services outlined in Schedule B (Budget and Eligible Expenditures), Canada's auditors may, acting reasonably, request that the Ultimate Recipient's books, accounts and records be supplemented by information from the books, accounts and records of the sub-contractors engaged by the Ultimate Recipient having contracts in excess of twenty percent (20%) of the ZEVIP Contribution for the purposes of the Project. The Ultimate Recipient will use commercially reasonable efforts to obtain such information as is reasonably requested by Canada's auditors from the Ultimate Recipient's sub-contractors, subject to and to the extent permitted by terms of the applicable contracts and, in particular, the audit provisions of such contracts.

11. Intellectual Property

- 11.1 All Intellectual Property that arises in the course of the Project shall vest in the Ultimate Recipient or be licensed to the Ultimate Recipient in the event that an Ultimate Recipient's sub-contractor retains title to such Intellectual Property.
- 11.2 The Ultimate Recipient hereby grants to Clean Foundation and to Canada a non-exclusive, irrevocable, world-wide, free and royalty-free license in perpetuity to use, modify, and, subject to the *Access to Information Act*, make publicly available such reports and documents for non-commercial governmental purposes.

12. Indemnity

- 12.1 Neither Canada nor Clean Foundation, nor any of their respective employees, officers, agents, successors and assigns will have any liability in respect of claims of any nature, including claims for injury or damages, made by any person involved in the activities of the Project or as a result of or arising out of this Agreement, and the Ultimate Recipient will indemnify and save harmless Canada and Clean Foundation, and their respective employees, officers, agents, successors and assigns in respect of such claims.

13. Insurance

- 13.1 Throughout the entire term of this Agreement, the Ultimate Recipient shall obtain, maintain and pay for commercial general liability coverage, in the amount not less than five million dollars (\$5,000,000 CAD).
- 13.2 The Ultimate Recipient agrees that such insurance shall not be cancelled or altered without ten (10) days' prior written notice to Clean Foundation.
- 13.3 The Ultimate Recipient agrees to provide proof of insurance to Clean Foundation in the form of a certificate of insurance signed by the Ultimate Recipient's insurance broker within fifteen (15) days of the signing of Agreement.

14. Default

- 14.1 Clean Foundation may declare that an event of default has occurred if:
- a) the Ultimate Recipient becomes insolvent or is adjudged or declared bankrupt or if it goes into receivership or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
 - b) an order is made which is not being contested or appealed by the Ultimate Recipient or a resolution is passed for the winding up of the Ultimate Recipient or it is dissolved;
 - c) in the opinion of Clean Foundation, there has been a misrepresentation or breach of warranty under Article 2 (Representations and Warranties);
 - d) in the opinion of Clean Foundation, acting reasonably, a material adverse change in risk affecting the fulfilment of the terms and conditions of this Agreement has occurred;

- e) any term, condition or undertaking in this Agreement is not complied with, including, without limitation, any of those in Article 4 (Conduct of Project), Article 5 (Impact Assessment) or Article 8 (Method of Payment) and any such defect has not been cured by or remedied by the Ultimate Recipient within thirty (30) days of written notice of such defect having been provided to the Ultimate Recipient; or
- f) the Ultimate Recipient neglects or fails to pay Clean Foundation any amount due in accordance with this Agreement.

14.2 If Clean Foundation declares that an event of default has occurred, in addition to all other remedies provided under contract law, it may exercise one or more of the following remedies:

- a) suspend any obligation to contribute or continue to contribute to the Eligible Expenditures of the Project or a part of the Project, including any obligation to pay any amount owing prior to the date of such suspension;
- b) terminate any obligation of Clean Foundation to contribute or continue to contribute to the Eligible Expenditures, including any obligation to pay any amount owing prior to the date of such termination;
- c) terminate this Agreement; and
- d) direct the Ultimate Recipient to repay all or part of the Contribution which has been paid to the Ultimate Recipient, together with interest from the date of demand at the Interest Rate, with the exception of an event of default listed in Section 14.1(d). Any such amount is a debt due to Clean Foundation and is recoverable as such.

For greater clarity, all above remedies are cumulative.

14.3 The fact that Clean Foundation does not exercise a remedy that it is entitled to exercise under this Agreement will not constitute a waiver of such right and any partial exercise of a right will not prevent Clean Foundation in any way from later exercising any other right or remedy under this Agreement or other applicable law.

15. Access

15.1 Prior to the termination of this Agreement and for three (3) years after the expiration of this Agreement, the Ultimate Recipient shall provide Clean Foundation or its representatives reasonable access to any premises where the Project takes place to assess the Project's progress or any element thereof, subject to providing reasonable notice and complying with the Ultimate Recipient's safety requirements for such access.

15.2 The Ultimate Recipient shall provide Clean Foundation access to all records, information, and other documentation relating to this Agreement and the Project carried out thereunder.

16. Disposition of Assets

16.1 If, prior to the term of this Agreement and for three (3) years thereafter, the Ultimate Recipient wishes to sell, lease or otherwise dispose of any Fixed Asset excluding

Intellectual Property, where the cost of the Fixed Asset is part of the Eligible Expenditures under the Project to which Clean Foundation has contributed under this Agreement, and where the proceeds of the sale, lease or other disposition are not applied to acquire assets in replacement of the Fixed Asset, the Ultimate Recipient shall seek written consent from Clean Foundation before any such transactions are carried out, which consent shall not be unreasonably withheld.

- 16.2 Where the Ultimate Recipient has partnered with other organizations in its Application for funding under this Program and, as a term of such partnership arrangement the Ultimate Recipient has agreed to be the sole owner of all Charging Stations and/or Charging Connectors installed as part of the Program, and following the term of the Agreement wishes to sell, lease or otherwise dispose of any such Charging Stations and/or Charging Connectors to its partners, Clean Foundation's consent to any such arrangement will be withheld only where the Ultimate Recipient would be making a profit on the transaction.

17. Legal Relationship

- 17.1 Nothing contained in this Agreement shall create the relationship of principal and agent, employer and employee, partnership or joint venture between the Parties.
- 17.2 The Ultimate Recipient shall not make any representation that:
- a) either the Ultimate Recipient or Clean Foundation is an agent of Canada; or
 - b) could reasonably lead any member of the public to believe that either the Ultimate Recipient or Clean Foundation or its contractors are agents of Canada.

18. Acknowledgement

- 18.1 The Ultimate Recipient shall acknowledge the financial support of the Government of Canada and the Government of Nova Scotia in all public information produced as part of the Project.
- 18.2 The Ultimate Recipient will seek prior written consent of Clean Foundation for any public acknowledgement of the financial support of the Government Canada and the Government of Nova Scotia to this Project through news releases, public displays, and public and media events.
- 18.3 Except for releases of information required to comply with securities regulations or other laws, where media announcements and public events relating to this Project are to be made by a Party, the Party shall use commercially reasonable efforts to give to the other a three (3) weeks prior written notice of any media announcement or public event and a reasonable opportunity to review and comment thereon.
- 18.4 The Ultimate Recipient acknowledges that the Ultimate Recipient's name, the amount awarded, and the general nature of the activities supported under this Agreement may be made publicly available by the Government of Canada, the Government of Nova Scotia, or Clean Foundation.

19. Time of Essence

19.1 Time is of the essence with respect to all provisions of this Agreement that specify a time for performance.

20. Conflict of Interest

20.1 Term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- a) any individual: i) employed by the Ultimate Recipient and who participated in the preparation of the Application and/or developing the Project, and ii) who was an employee of Clean Foundation eighteen (18) months prior to the signing of the Agreement;
- b) any individual working for the Ultimate Recipient who formerly provided consultancy services to Clean Foundation related to this Program;
- c) in relation to the performance of its obligations under this Agreement, where the Ultimate Recipient's other commitments, relationships, or financial interests:
 - i. could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or
 - ii. could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

20.2 If a conflict of interest situation arises during the Agreement, the Ultimate Recipient shall notify Clean Foundation, in the manner prescribed in Article 24 (Notices). Upon request, the Ultimate Recipient shall notify Clean Foundation of all reasonable steps taken to identify, avoid, prevent, and where it exists, resolve any Conflict of Interest situation.

20.3 Clean Foundation may investigate a real, perceived, or potential conflict of interest and take such steps and measures as Clean Foundation considers appropriate, including without limitation: informing the Ultimate Recipient that it is in a conflict of interest situation; requesting specific actions be taken to correct the situation; requiring the Ultimate Recipient to withdraw any individual from participation in the Project for reasons of conflict of interest; suspending payments under the Agreement; or terminating the Agreement.

21. Force Majeure

21.1 The Parties shall not be in default or in breach of this Agreement due to any delay or failure to meet any of their obligations caused by or arising from any event beyond their reasonable control and without their fault or negligence, including any act of God or other cause which delays or frustrates the performance of this Agreement (a "force majeure event"). If a force majeure event frustrates the performance of this Agreement, Clean Foundation will only be liable for its proportionate share of the Eligible Expenditures Incurred and Paid to the date of the occurrence of the event.

- 21.2 The performance of the obligation affected by a “force majeure event” as set out above shall be delayed by the length of time over which the event lasted. However, should the interruption continue for more than thirty (30) days, this Agreement may be terminated by Clean Foundation.
- 21.3 Should either Party claim the existence of a “force majeure event” as above, prompt notice thereof shall be given to the other Party and the Party claiming the existence of a “force majeure event” shall have the obligation to provide reasonable satisfactory evidence of the existence of such event and use its best efforts to mitigate any damages to the other Party.

22. Governing Law

- 22.1 This Agreement shall be interpreted in accordance with the applicable federal laws and the laws in force in the Province of Nova Scotia.

23. Assignment

- 23.1 No benefit arising from this Agreement shall be assigned in whole or in part by the Ultimate Recipient without the prior written consent of Clean Foundation and any assignment made without that consent is void and of no effect.

24. Notices

- 24.1 The claims for payment, requests, reports, notices, repayments and information referred to in this Agreement shall be sent in writing or by any method of telecommunication and, unless notice to the contrary is given, shall be addressed to the Party concerned at the following address:

To Clean Foundation:

Benjamin Banfield
Project Lead
126 Portland Street
Dartmouth, NS
B2Y 1H8
Telephone: 902-420-3474
E-mail: evboost@cleanfoundation.ca

To the Ultimate Recipient:

Name
Title
Civic Address
City, NS
Postal Code
Telephone:
Email:

25. Amendments

- 25.1 No amendment of this Agreement or waiver of any of its terms and conditions shall be deemed valid unless effected by a written amendment signed by the Parties.

26. Dispute Resolution

- 26.1 If a dispute arises concerning the application or interpretation of this Agreement, the Parties will attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator.

27. Appropriation

- 27.1 The payment of monies by Clean Foundation under this Agreement is subject to there being an appropriation by Parliament for the Fiscal Year in which the payment of monies is to be made to Natural Resources Canada further to the contribution agreement between Clean Foundation and Natural Resources Canada.
- 27.2 Notwithstanding any other provision of this Agreement, Clean Foundation may reduce or cancel the Contribution to the Project upon written notice to the Ultimate Recipient in the event that the funding levels for Natural Resources Canada are changed by Parliament during the term of this Agreement. In the event that Canada reduces or cancels the ZEVIP Contribution to Clean Foundation, the Parties agree to amend the Project and the Eligible Expenditures of the Project, namely this Agreement, to take into account the reduction or cancellation of the ZEVIP Contribution.

28. Successors and Assigns

- 28.1 This Agreement shall inure to the benefit of and be binding on the Parties and their respective representatives, successors and assigns.

29. Official Languages

- 29.1 Further to the ZEVIP Contribution Agreement, Clean Foundation has agreed that all public information documents related to the Project prepared or paid for in whole or in part by Canada must be made available in both official languages, when Natural Resources Canada judges that this is required under the Official Languages Act.
- 29.2 In the event that Natural Resources Canada advises Clean Foundation that documents related to the Project must be made available in both official languages, the Ultimate Recipient agrees to share the cost of the translation of these documents equally with Clean Foundation.

30. Counterpart Signature

- 30.1 This Agreement (and any amendments) may be signed in counterparts including facsimile, PDF and other electronic copies, each of which when taken together, will constitute one instrument.

31. Severability

31.1 Any provision of this Agreement prohibited by law or otherwise ineffective, will be ineffective only to the extent of such prohibition or ineffectiveness and will be severable without invalidating or otherwise affecting the remaining provisions of the Agreement. The Parties agree to negotiate in good faith a substitute provision, which most nearly reflects the Parties' intent in entering into this Agreement.

32. Entire Agreement

32.1 This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement and supersedes all previous negotiations, communications, and other agreements, whether written or verbal between the Parties.

IN WITNESS THEREOF, this Agreement is duly executed on behalf of Clean Foundation and the Ultimate Recipient by an officer that is duly authorized on their respective behalf.

CLEAN NOVA SCOTIA FOUNDATION

Date

Scott Skinner
President & CEO

NAME OF ULTIMATE RECIPIENT

Date

Name
Title

SCHEDULE A

To the Agreement between

CLEAN NOVA SCOTIA FOUNDATION

And

NAME OF ULTIMATE RECIPIENT

DESCRIPTION OF THE PROJECT

PROJECT IDENTIFIER #	
OBJECTIVE	[To be derived from Ultimate Recipient's Proposal]
DESCRIPTION	<p>[To be derived from Ultimate Recipient's Proposal]; will contain, at a minimum:</p> <p>Under this Project, Clean Foundation will support the Ultimate Recipient to install number (#) of public place / on-street / multi-unit residential building / workplace / light-duty vehicle fleet electric vehicle Charging Stations in location(s).</p> <p>The Total Project Cost associated with the Project is estimated to be dollars (\$).</p> <p>The Ultimate Recipient will pay to Clean Foundation and Administrative Fee equal to two hundred and fifty dollars (\$250) per Charging Station, payable immediately upon the execution of this Agreement by both parties.</p> <p>The installation of the Charging Stations will be completed on or before October 31, 2022.</p> <p>All documentation required to claim payment of the ZEVIP Contribution will be sent to the Clean Foundation on or before November 18, 2022.</p> <p>Within the Project, the Ultimate Recipient will:</p> <ul style="list-style-type: none">• Select and oversee installer(s) to complete the installation of the Charging Station(s) and/or Charging Connector(s).• Will monitor the installation to ensure that the Project is being completed as proposed.

	<ul style="list-style-type: none">• Develop and apply internal controls to mitigate risks associated with the completion of the Project.• Notify Clean Foundation immediately as it becomes aware that there may be material delays in the Project schedule or budget, including a projected deviation of the Total Project Costs.• Ensure that all Charging Stations from the Project can be used by its intended users.• Projects will adhere to the following requirements:<ul style="list-style-type: none">○ be a permanent installation of new and purchased equipment (not leased);○ be for a new installation, or expansion of an existing installation (not for the replacement of an existing installation);○ be in compliance with all applicable local codes and by-laws;○ have proof of ownership or access to the land where the infrastructure is to be installed;○ Charging Stations intended for general public will be installed in a parking space clearly identified for the purpose of charging EVs;○ Charging Stations will have the ability to communicate to other stations and/or to a server or the cloud through cellular/wireless signal or connected vehicle communications using software to report on usage and/or other capabilities such as providing real-time status of Charging Stations;○ chargers will be commercially available and certified for use in Canada;○ Level 2 chargers will have a SAE J1772 standard plug head or be a proprietary connector type; and○ proprietary connector types will represent a maximum of 75% of all charging connectors installed at the same Project site. The remaining balance (25% or more) must be universal charging connectors (J1772, J1772 Combo and CHAdeMO) of the same category (i.e., Level 2).
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PROJECT TASKS: (Additions are acceptable no subtractions)

Number	Task	Description	Deadline
1	Installation of Charging Station(s)	<p>The Ultimate Recipient will instruct installer(s) to carry out the installation of the Charging Stations in a manner that reflects the Proposal and in accordance with the requirements of this Agreement.</p> <p>The Ultimate Recipient will actively monitor the Project during this task to ensure adherence to all requirements set out in this Agreement. At the indicated date, the Ultimate Recipient will provide Clean Foundation with a written update via email communicating:</p> <ul style="list-style-type: none"> • the status of the Project; and • any issues that might foreseeably create delays or changes in the Project Budget and Total Project Costs. 	<p>As per Proposal, but no later than October 31, 2022</p>
2	Submission of Project Completion documents	<p>The Ultimate Recipient will submit to Clean Foundation the documentation set out in Article 8 of this Agreement.</p>	<p>As per Proposal, but no later than November 18, 2022</p>

SCHEDULE B

To the Agreement between

CLEAN NOVA SCOTIA FOUNDATION

And

NAME OF ULTIMATE RECIPIENT

BUDGET AND ELIGIBLE EXPENDITURES

1. Budget

Subject to the limitations set out in Article 6 (Contributions), Eligible Expenditures shall be associated with the execution of the various Activities as described in Schedule A (Description of the Project).

Eligible Expense	Description	Estimated Amount
Salary and benefits (please include rate and hours)		\$
Professional services		\$
Capital expenses		\$
Rental fees or leasing costs		\$
License fees and permits		\$
Costs associated with Environmental Assessments		\$
GST, PST and HST		\$
Total Project Costs		\$

2. Eligible Expenditures for Ultimate Recipients:

- Salary and benefits;

- Professional services (e.g., scientific, technical, management; contracting; engineering; construction; installation, testing and commissioning of equipment; training; marketing; data collection; logistics; maintenance; printing; distribution; audit and evaluation);
- Capital expenses, including informatics and other equipment or infrastructure;
- Rental fees or leasing costs;
- License fees and permits;
- Costs associated with Environmental Assessments; and
- GST, PST and HST net of any tax rebate to which the Ultimate Recipient is entitled.

NOTE: the following limitations apply to the approved budget above:

- 1) The reimbursable Provincial Sales Tax, the Goods and Services Tax and the Harmonized Sales Tax costs must be net of any tax rebate to which the Ultimate Recipient is entitled.
- 2) The portion of the ZEVIP Contribution for each Project shall be less than \$100,000, and limited to the following amounts:

Eligible Electric Vehicle Technology Type	Maximum funding per unit installed
Level 2 connectors (3.3 kw to 19.2 kW)	Up to 50% of total Eligible Expenditures of the Project, to a maximum of \$5,000 per connector

3. Ineligible Expenditures:

- In-kind;
- Land costs;
- Legal costs for Ultimate Recipient; and
- Ongoing operating costs (e.g., electricity consumption, operation, maintenance, networking fees, expedited processing fees, subscription fees, etc.);
- Costs incurred outside the Eligible Expenditure Period, including those for preparing the Application, attending the kick-off meeting, and signing the Contribution Agreement;
- Overhead; and
- Costs incurred outside the Eligible Expenditure Period.