



WEST OXFORDSHIRE
DISTRICT COUNCIL

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Name and date of Committee	DELEGATED DECISION
Subject	OXFORDSHIRE LOCAL ELECTRIC VEHICLE (OXLEVI) PROGRAMME
Wards affected	All
Accountable member	Executive Member for Climate Change and Nature Recovery Email: andrew.prosser@westoxon.gov.uk
Accountable officer	Hannah Kenyon, Climate Change and Nature Recovery Manager Email: democratic.services@westoxon.gov.uk
Report author	Hannah Kenyon, Climate Change and Nature Recovery Manager Email: democratic.services@westoxon.gov.uk
Summary/Purpose	To approve the tender for the countywide Local Electric Vehicle Infrastructure (LEVI) programme to install electric vehicle (EV) charging infrastructure in West Oxfordshire.
Annexes	None
Recommendation(s)	That the Council's Director of Finance, in consultation with the Executive Member for Finance, and the Executive Member for Climate Change and Nature Recovery: I. Approves the Oxfordshire County Council (OCC) tender for EV charging contracts in Oxfordshire; the tender will be a joint tender on behalf of all Oxfordshire county and district councils, which OCC will lead.
Corporate priorities	<ul style="list-style-type: none">• Putting Residents First• A Good Quality of Life for All• A Better Environment for People and Wildlife• Responding to the Climate and Ecological Emergency• Working Together for West Oxfordshire
Key Decision	NO

Exempt	NO
Consultees/ Consultation	Detailed consultation and collaborative working are ongoing with colleagues from OCC, Oxford City, and district councils to ensure that the Oxfordshire proposal meets strategic aspirations and will deliver for our communities.

1. BACKGROUND

- 1.1. The Executive delegated authority on 15 November 2023 to West Oxfordshire District Council's (WODC's) Director of Finance, in consultation with the Executive Members for Finance and Climate Change, to approve the OCC tender for EV charging contracts in Oxfordshire.
- 1.2. The Executive report contains background information on the project.

2. MAIN POINTS

- 2.1. The Lot 1 Contract will be procured and managed by OCC to deliver on-street and rural micro hubs for example in community centres and parish hall car parks.
- 2.2. The Lot 2 Contract will be procured via an open tender by OCC, on behalf of the city and district councils, who will each directly enter a concession contract with the Charge Point Operator (CPO) to deliver EV charging hubs on council land.
- 2.3. WODC's Climate Change, Legal, Parking, Procurement, Property and Estates teams have worked with OCC officers to prepare the tender documents.

Charging Locations

- 2.4. Appropriate locations that fit the LEVI criteria have been identified by the project team for EV chargers, notably dwellings without off street parking. The following locations have been shortlisted for inclusion in the specification. The CPO will conduct due diligence on the shortlisted sites and therefore sites are subject to change.

Priority Sites (where we expect CPOs to install first):

- Albion Street, Chipping Norton
- Alvescot Road, Carterton
- Carterton Leisure Centre
- Carterton Pavilion
- Chipping Norton Leisure Centre
- Guildenford Car Park, Burford
- Marriotts Walk, Witney (Basement Level)
- Marriotts Walk, Witney (Shopping Levels)
- Spendlove Centre, Charlbury
- Windrush Leisure Centre, Witney
- Elmfield Offices, Witney

Optional sites to be confirmed by the CPO:

- Burwell Drive, Witney
- Gordon Way, Witney
- Riely Close, Long Hanborough
- Woodgreen Offices, Witney
- Woodstock Open Air Swimming Pool

Timetable

- 2.5. OCC are expecting most sites to be delivered by the end of 2026. There might be delays with some sites, for example due to DNO connections (and potentially the increased scale of project), with sites being delivered up to mid-2027.
- 2.6. OCC has indicated these timelines, subject to change:

Milestone	Estimated completion date
Advert placed on e-tendering Portal	11/02/2025
Bidder open day	TBC week commencing 17/02/2025
Final date for submission of clarification questions	10/03/2025
Deadline by which questions will be answered	28/03/2025
ITT closing time and date	08/04/2025 12:00
Evaluation and moderation of bids ends	09/05/2025
Office for Zero Emission Vehicles (OZEV) approval of successful bids	30/05/2025
Highest scoring bidder(s) submit evidence of documentation	06/06/2025
Notification of award outcome to Tenderers	20/06/2025
Standstill	11/07/2025
Contract start date	28/07/2025

3. ALTERNATIVE OPTIONS

- 3.1. There is a reputational risk if WODC does not proceed with the project as the public are aware of the LEVI project following award of the OZEV funding.
- 3.2. If WODC does not take advantage of this opportunity, officers will need to consider other ways of installing EV chargers to address climate change, in line with the West Oxfordshire Council Plan 2023-27 and Climate Change Strategy 2021-25. The two options considered are:
- Directly tender for a CPO who will invest own capital budget for EV chargers. Officers anticipate this will take a minimum of a year to tender without carrying out the due diligence work.

- Securing WODC's own funds through council budgets or by other sources and grants which exist, anticipated to take a further year to source and apply for funding then tender process following successful funding.

3.3. Both options have been considered and rejected due to:

- The large amount of OZEV funding available.
- The timescales to have EV chargers operational in 2025/26.
- The opportunity to work collaboratively with OCC and other district councils.

4. FINANCIAL IMPLICATIONS

4.1. Officer time will be required to evaluate the tender and award the Lot 2 Contract and there is capacity within teams to absorb this.

4.2. WODC will have to cover any further costs associated with outsourcing legal services as part of the Lot 2 Contract award; however, it is unlikely that the Contract will require significant changes as the tender documents have been drafted and legally signed off by OCC and WODC.

5. LEGAL IMPLICATIONS

5.1. WODC's Legal team has reviewed the Contracts for each lot. Advice has been taken in respect of any major concerns and associated risks regarding the robustness and reliability of the terms and conditions of the Contracts to be advertised with the procurement exercise. They comment as follows:

- Limitation of liability found in Clause 17.5 of the Lot 2 Contract states that the maximum aggregate liability of the concessionaire shall not exceed £10 million, which appears to be linked to the Public Liability insurance. The £10 million cap for the concessionaire's aggregate liability has been agreed by partner authorities; however, WODC should seek further legal advice, prior to contract approval, to confirm that this figure is sufficient and does not place WODC at risk.
- OCC acting as agent for WODC is responsible for paying any monies due to the Concessionaire. Clause 22.8 reference in the Lot 2 Contract may lead to termination if any monies remain unpaid. This is beyond the WODC's control. However, WODC intend to negotiate and enter into a Collaboration Agreement to mitigate this risk and seek indemnities over any losses the Council may suffer because of the agent's failings.
- Force Majeure (FM) found in Section 24 of the Lot 2 Contract and defined within the Contract. FM Events have been considered and are matters, should they occur should be unforeseeable, beyond the power of the parties, and may lead to termination of the Contract. These have been reviewed, and legal advice is that these do not require amendment at this stage.
- Intellectual Property (IP) that is produced by the Concessionaire but used by WODC in another capacity may be considered breach of IP clause. IP is defined in the Lot 2 Contract as "patents, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright,

semi-conductor topography rights, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including the United Kingdom) and the right to sue for passing off. It is unlikely that WODC would need to use the IP and, if WODC did, they would seek IP rights.

- WODC's Legal team have commented that data processing (individual's data) must be incorporated into the Lot 2 Contract, via a Data Processing (DP) Schedule to comply with Data Protection Act (DPA) 2018 and (EU/UK General Data Protection Regulation (GDPR) provisions). OCC have confirmed that data protection is referred to throughout the Lot 2 Contract, including a definition of 'Data Protection Legislation' that references the DPA 2018 and UK GDPR, and Clause 10: Information Governance which states that "Each Party shall in connection with the provision of the Services and the performance of its obligations under this Concession Contract comply with the Data Protection Legislation".

6. RISK ASSESSMENT

- 6.1. OCC is drafting the funding agreement for review by WODC. Until funding is assured, and the funding agreement is in place, officers will not start the tender evaluation process and so not award the Lot 2 Contract to a CPO. OCC have provided a 'letter of comfort', prior to the legally binding collaboration agreement being in place.
- 6.2. Currently the total contract value is unknown. As part of the CPOs' tender submissions, they will include a programme of works and financial assessment of the full contract value. The final contract value will be agreed and clarified as part of the contract award which will be set out in a delegated officer decision.

7. EQUALITIES IMPACT

- 7.1. An Equalities Impact Assessment has been completed for the LEVI programme. The change in the procurement route and the financial implications have no further impact on equalities.

8. CLIMATE AND ECOLOGICAL EMERGENCIES IMPLICATIONS

- 8.1. Transition to EVs is an important part of the journey to net zero. EVs have zero tailpipe emissions of air pollutants, and their motors are more efficient than combustion engines. Nationally, the sale of new petrol and diesel cars is set to end in the UK by 2035 and the necessary infrastructure will need to be in place to support the increase of EVs across the district and beyond.

9. BACKGROUND PAPERS

- 9.1. None.

(END)