

## **Zero-Emission Vehicle Infrastructure Partnership (ZEVIP)**

*Notice of grant opportunity and grant application guide  
for the installation of new and upgraded electric vehicle  
charging equipment and hydrogen fueling infrastructure  
along priority corridors in Washington*

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## ZEVIP grant summary information

### Funding available:

This an open competitive grant solicitation. WSDOT announces the availability of approximately \$8 million dollars in grant funding for electric vehicle direct-current fast charging stations and hydrogen fueling infrastructure.

### Eligible projects:

The installation of new electric vehicle direct-current fast charging equipment, the upgrade of existing electric vehicle charging equipment, and the installation of new hydrogen fueling infrastructure at publicly accessible sites along priority corridors in Washington.

### Eligible applicants:

Non-profit organizations, governmental entities, and tribes are eligible to apply, in partnership with a private sector organization.

### Completion date:

Construction of project and final reimbursement submittals must be completed by June 30, 2023.

### Applications due:

Applications must be received by 5:00 p.m. on Thursday, May 18, 2022 and must be submitted in the format outlined in application requirements.

### ZEVIP grant schedule:

Activity	Due Date	Time
Notice of grant opportunity	March 14, 2022	
Prospective applicant webinar	March 25, 2022	9:00 a.m. – 11:00 a.m.
Questions due to grant coordinator	March 30, 2022	5:00 p.m.
Questions and answers published	April 08, 2022	
<b>Applications due</b>	<b>May 18, 2022</b>	<b>5:00 p.m.</b>
Notice of proposed awards	May 31, 2022	
Grant agreements finalized	June 30, 2022	
Final reimbursement submitted	June 30, 2023	

### ZEVIP webinar:

WSDOT staff will present the ZEVIP grant opportunity and take questions at an online GoToWebinar. The webinar will be recorded in the event you're unable to attend. Please register at: <https://attendee.gotowebinar.com/register/2579791150802179342>

### ZEVIP distribution list:

Interested parties may sign up for zero-emission vehicle funding opportunities via WSDOT's GovDelivery system: <https://public.govdelivery.com/accounts/WADOT/subscriber/new>. Please enroll in the funding subscription and select zero-emission vehicle infrastructure partnerships.

## **Introduction**

### **Purpose of solicitation**

This is a competitive grant solicitation. WSDOT announces the availability of approximately \$8 million dollars in grant funding to install new electric vehicle (EV) direct-current fast charging (DCFC) equipment, upgrade existing EV charging stations, and install new hydrogen fueling infrastructure.

### **Background**

The legislation in RCW 47.04.350 directs WSDOT's Innovative Partnerships Office to develop and maintain a program to support the deployment of clean alternative fuel vehicle charging and refueling infrastructure that is supported by private financing. WSDOT refers to the program as the zero-emission vehicle infrastructure partnership (ZEVIP) program.

ZEVIP consists solely of projects that provide a benefit to the public through development, demonstration, deployment, maintenance, and operation of clean energy technologies that save energy and reduce energy costs, reduce harmful air emissions, or otherwise increase energy independence for the state.

Program funds are invested in the deployment of electric vehicle charging and hydrogen fueling stations at key intervals along state and federal highway corridors to support interurban, interstate, and interregional travel for clean alternative fuel vehicles.

### **Priority corridors**

Priority corridors for EV charging infrastructure and hydrogen fueling stations include Interstates, U.S. routes, and state routes. For EV charging, stations should be located at least every 50 miles and within one travel mile of the priority corridor. For hydrogen fueling, stations should be located at least every 150 miles and within five travel miles of the highway corridor.

WSDOT is planning for a large federal funding investment into EV charging stations along federally designated alternative fuel corridors, as outlined in the Infrastructure Investment and Jobs Act. These federally designated corridors are I-5, I-90, I-82, I-182, US-101, US-195, and US-395. WSDOT reserves the right to fund projects out of either ZEVIP or the National Electric Vehicle Infrastructure (NEVI) federal funding package. In the event that an application is better suited for NEVI funding, WSDOT will notify the applicant. The Joint Office of Energy and Transportation maintains the website <https://driveelectric.gov/> which contains EV related tools, datasets, and best practices.

### **Program rules**

Revised Code of Washington (RCW) 47.04.350 directs WSDOT to (1) deploy funding on alternative fuel vehicle charging and fueling infrastructure, (2) define priority corridors, (3) direct specific proposal requirements, (4) allow for the use of the electric vehicle financial analysis tool, (5) enter into grant agreements, (6) conducting preliminary workshops, and (7) adopt department rules to implement and administer the program.

WSDOT rules for implementation of ZEVIP are located within Washington Administrative Code (WAC) 468-602 and describe priority corridors, project requirements, and the selection process. These rules are incorporated into this document and are also located in their entirety in appendix B.

### **Available funding**

This notice announces the availability of approximately \$8 million available to install new DCFC equipment, upgrade existing EV charging equipment, and install new hydrogen fueling infrastructure. WSDOT may use the applicant pool from this notice of funding if additional funds become available this biennium through the state or the NEVI federal funding program.

WSDOT anticipates allocating the majority of this funding towards the new EV charging equipment, up to 30% to upgraded EV charging infrastructure, and up to 20% to hydrogen fueling infrastructure. WSDOT reserves the right to re-balance funding distribution targets depending on the amount and type of applications that meet program guidelines.

Match is not required, but projects will be scored higher with increased levels of match and for a robust project team. See the project evaluation for detailed breakdown. There is no maximum award for any project and there is no limit on the number of applications. Applicants are only eligible to submit one application per corridor or per batch of related charging stations.

Applicants may obtain electric vehicle supply equipment under the Washington State Department of Enterprise Services' Electric Vehicle Supply Equipment (EVSE) Master Contract # 04016. EVSE will be delivered to purchasers' installation location or installed (full turnkey contractor) at the option of the purchaser.

### **Period of performance**

Projects must be operational and have final documentation submitted by June 30, 2023. Eligible costs are reimbursed after the required documentation is submitted to WSDOT.

### **Agency mission integration**

WSDOT's vision is for Washington travelers to have a safe, sustainable, and integrated multimodal transportation system. The department's mission is to provide safe, reliable, and cost-effective transportation options to improve communities and economic vitality for people and businesses.

## **Eligibility**

### **Eligible applicants**

This solicitation is open to:

- Incorporated nonprofits
- State, local, or tribal government agencies including but not limited to:
  - Tribes
  - Cities and towns
  - Counties
  - State agencies

- Special Districts (such as water-sewer districts, irrigation districts, fire districts, school districts, community college districts, hospital districts, transportation districts, and metropolitan municipal corporations)
- Port authorities
- Investor-owned utilities, municipal utilities, public utility districts
- Air pollution control authorities

Applicants must have a private sector partner contributing to the project who stand to gain indirect value from the development of the project. Examples include, but are not limited to, motor vehicle manufacturers, dealerships, retail stores, economic developers, and tourism stakeholders.

The private sector partners must be located in Washington and/or registered with the Secretary of State to do business in Washington, such as:

- Corporations
- Partnerships
- Sole proprietorships
- Limited liability companies
- Business trusts
- Other legal business entities

### **Eligible projects**

Eligible projects are limited to:

- **New installations of EV charging infrastructure**, for example:
  - New direct-current fast charging stations with at least four combined charging system (CCS) ports, supporting at least 150 kW per port simultaneous charging.
- **Upgrades to existing EV charging infrastructure**, for example:
  - Adding new direct-current fast charging stations with at least one CCS port, supporting at least 150kW per port charging, to a location that currently has only CHAdeMO plug(s). At least one CHAdeMO plug must remain where it is currently available.
- **New installations of hydrogen refueling infrastructure**, for example:
  - Installation of a station capable of dispensing hydrogen at the mandatory H70-T40 (700 bar) that's been designed, constructed and operated in accordance with the latest standards for hydrogen refueling, including the National Fire Protection Association NFPA 2 Hydrogen Technologies Code, and SAE J2601 fueling protocols for light-duty gaseous hydrogen vehicles.

Please see the project requirements section for a complete list of EV and hydrogen fuel infrastructure requirements.

### **Eligible costs**

Examples of eligible expenditures include, but are not limited to:

- Personnel costs for site design, site preparation, and installation.



- Equipment and materials necessary to construct and operate the proposed charging stations.
- Maintenance agreements and warranty costs for the charging equipment for up to five years.
- Maintenance of the equipment during the term of the agreement, including customer service.
- EV charging station connection to electrical service
- Signage including: trailblazer signage that clearly identifies the route from the highway to the station and on-site signage that identifies the charging site location to an approaching driver from any direction

Expenditures other than site design, installation, labor, site preparation, upgrade for utility connections, signage, maintenance and equipment necessary to implement and operate the proposed charging station are not eligible for reimbursement under this solicitation and any resultant agreement(s).

The following project types are not eligible for reimbursement under this solicitation:

- Paper studies or research projects (e.g., a study which assess the cost and feasibility of electric vehicle charging station installations along certain regions/corridors).
- Surveys to determine interest in the installation of electric vehicle charging stations or hydrogen refueling in a particular region/corridor.
- Proposals for any type of vehicle demonstration or demonstrations of existing technologies for public outreach/education.
- Cost of electricity or hydrogen used to charge or fuel vehicles.
- Purchase or rental of real estate

## Project requirements

### All projects

- Must be located at a publicly accessible site in the State of Washington
- Site development and project installation must be done in compliance with all applicable laws, ordinances, regulations and standards, including compliance with the Americans with Disabilities Act (ADA).
- Must have private sector partners contributing to the project who stand to gain indirect value from development of the project including, but not limited to, motor vehicle manufacturers, dealerships, retail stores, utilities, economic developers, and tourism stakeholders.
  - Must specify how the project captures the indirect value of station deployment to the private sector partner.
- Must agree to operate and maintain the stations for at least **five years** and must meet the requirements in the department's solicitation materials for equipment offerings, interoperability standards, station operations and uptime, public access, payment options, customer service, signage, and period of performance.
- Must be located at a site that is owned and not leased by the applicant, or applicants must have a letter of intent from the project site property owner.

- If awarded funds, the applicant must have a host-operator agreement in place within 30 days of an executed agreement. Host-operator agreements must be in place for at least five years from the agreement effective date.
- Must demonstrate that the proposed project will be valuable to alternative fuel vehicle drivers and will address a gap in the state's low carbon transportation infrastructure.
- Must be expected to be profitable and sustainable over time for the owner-operator and/or the private sector partner, inclusive of indirect value gained.
  - Applicants and their private sector partners can reinvest any proceeds from ongoing operations to upgrade equipment and expand the site to accommodate higher utilization rates in the future.
- Must provide safe, convenient, cost-competitive, reliable, and easy access for passenger cars and light trucks to recharge mass-produced electric vehicles or refuel hydrogen fuel cell vehicles with industry standard equipment
- Must address gaps in the state's low-carbon transportation infrastructure which may include expanding the network of infrastructure geographically along underserved roadways, upgrading existing stations with equipment that is compatible with more makes and models of alternative fuel vehicles, and adding stations in high-usage areas to provide fault tolerance and redundancy
- Upon completion of the project, project owners must register the location with the alternative fuel data center station locator tool at: [www.afdc.energy.gov/](http://www.afdc.energy.gov/).

### **Electric vehicle charging station requirements**

In addition to the requirements for all projects, all EV charging projects must also meet the following requirements:

- New project sites must include direct-current fast charging stations with at least four CCS ports, supporting at least 150 kW per port simultaneous charging.
- Upgraded project sites must include at least one direct-current fast charging station with a CCS port, supporting 150kW per port charging.
  - At least one CHAdeMO plug must remain where it is currently available.
- Stations must support multiple point-of-sale methods, such as pay per use and subscription methods. Payment options must:
  - Include the ability to accept credit, debit, and pre-paid cards (chip and tap readers) without incurring any additional fees or delays versus other payment or access control methods.
  - Be offered without restriction based on network membership or subscription.
  - Provide clear, simple, and real-time pricing and fee information displayed on device or payment screen.
- To facilitate payments across networks, the EV service provider must maintain open charge point interface (OCPI) version 2.1.1 or 2.2 standards.
- To protect the state investment, the EV service provider must maintain open charge point protocol (OCPP) version 1.6 or 2.0.1 standards.
- Maintain appropriate hardware and software that allows remote diagnostics, remote start of the charging equipment, and collecting and reporting usage data.
- Provide customer support service that is accessible 24/7 via a toll-free telephone number clearly posted near the charging equipment that is available to EV drivers accessing the charging equipment.

- Be operational and publicly accessible 24 hours per day, every day. Stations may not be located in locations with limited access or availability such as behind a fence or in a gated parking lot closed to the public after hours.
- Sites must have dedicated paved parking spaces available for charging services. These spaces must be adequately lit and safe from traffic circulation.
- Include user interfaces that are legible in both day and nighttime conditions.
- Be certified to operate outdoors and in extreme weather conditions.
- Include adequate cord length (18-25 feet), protection, and storage.
- Have a minimum five-year manufacturer's warranty.
- Be maintained and repaired according to a project operations and maintenance plan that must be submitted to WSDOT with the grant application.
- Include a signage plan that conforms to industry standards, including the Federal Highway Administration's Manual on Uniform Traffic Control Device (MUTCD).
- Be certified through a nationally-recognized testing laboratory (NRTL) program to demonstrate compliance with appropriate product safety standards.
- Effectively communicate to EV drivers, when using and searching for a charging station, when a station is not working (e.g., through a mobile app, text alerts, or similar technology).
- Be operational at least 95 percent of the time, on an annual basis, and aim to have downtime limited to a maximum of 8.5 hours in a 7-day period. The applicant should explain their strategy for achieving this level of performance in the required operations and maintenance plan.
- Conduct a good faith effort to execute a non-exclusive trademark agreement with WSDOT to brand the installations as part of the West Coast Electric Highway.
  - [http://westcoastgreenhighway.com/pdfs/WSDOT\\_LICENSE\\_AGREEMENT\\_WCEH\\_BRANDING.pdf](http://westcoastgreenhighway.com/pdfs/WSDOT_LICENSE_AGREEMENT_WCEH_BRANDING.pdf)

### **Hydrogen fuel cell station requirements**

In addition to the requirements for all projects, hydrogen fueling projects must also meet the following requirements:

- Hydrogen fuel cell fueling projects must be designed, constructed and operated in accordance with the latest standards for hydrogen fueling systems, including NFPA 2 hydrogen technologies code, and SAE J2601\_202005 fueling protocols for light-duty gaseous hydrogen vehicles, or as otherwise updated.
- The proposed station must provide hydrogen at a quality consistent with SAE J2719\_202003: hydrogen fuel quality for fuel cell vehicles, or as otherwise updated.
- Prior to project construction, successful applicants must develop a safety plan and a hazard and operability study, in accordance with the latest guidance from the Pacific Northwest National Laboratory's hydrogen safety panel.
  - Prior to station start up, the successful applicant must contract with PNNL or the AIChE center for hydrogen safety to have the hydrogen safety panel review the station's safety plan, hazard and operability study, and the 30% station design.
  - Must provide WSDOT with the hydrogen safety panel review and operate and maintain the facility in a manner consistent with the review.
- Provide commitment letters, if applicable, from hydrogen fuel sources.
- Include a signage plan that conforms to industry standards, including the Federal Highway Administration's Manual on Uniform Traffic Control Device (MUTCD).

## **Application requirements**

### **Application due date**

Applications are due on **May 18, 2022 at 5:00 p.m.** To ensure a competitive application process and attract qualified projects, WSDOT reserves the right to extend or add application periods, as necessary.

### **Application format**

Applications must be submitted in the following format: Microsoft Word or Adobe PDF, not to exceed 30 pages (or 15 double side pages, in 11 pt font, single spaced). Pages must be numbered with sections titled. The cover sheet, resumes, and letters of support do not count towards the page limit.

### **Application submittal**

Applications must be submitted electronically to the ZEVIP grant coordinator, as follows:

Debi LaVaque, ZEVIP Grant Coordinator  
Washington State Department of Transportation  
Email: [debi.lavaque@wsdot.wa.gov](mailto:debi.lavaque@wsdot.wa.gov)

### **Maximum number of applications**

Applicants are eligible to submit one application per corridor or per bundle of related project sites. Each application must identify the corridor(s) and must adhere to all requirements contained in this solicitation. Applicants may submit multiple applications under this solicitation if addressing multiple corridors.

### **Application elements**

The application must include (1) applicant information and project summary, (2) project narrative, (3) project budget, and (4) project schedule, as detailed below.

#### **1. Applicant information and project summary**

- Organization name and type (e.g., non-profit, government, district)
- Applicant contact name, title, address, and e-mail address.
- Federal tax identification number. Or statewide vendor number.
- Amount of funds requested.
- Identification of priority corridor.
- Brief project summary.
- Estimate and source of any match funding.
- List all known organizations and companies involved in the planning, funding, or match support.

#### **2. Project narrative**

The project narrative should include a detailed description of the proposed project, its operational goals and objectives, and an explanation of how these will be implemented. The narrative should

include the total number of sites, total number of direct-current fast chargers or hydrogen fueling stations to be deployed, and geographic region(s) served.

The project narrative should list all contributing project partners and describe how the government, non-profit and private sector partners will work together to deliver the project, including long-term sustainability beyond the initial state investment.

Applicants should address each of the scoring criterion described in this solicitation by providing sufficient, clear detail so that the evaluation team will be able to evaluate the application against each scoring criterion.

Project narratives must respond directly to each criterion with the headings as titled below, and must include the following information:

**Project location(s) and corridor**

Provide a detailed description of the proposed corridor including the beginning and end points of the segment and the major metropolitan areas and/or intermodal facilities located along the corridor. Include information such as average daily passenger traffic, approximate population in the region including demographics; number of electric vehicles registered in the area; type, number, level of charging technology, and distance between existing and planned/projected zero emission vehicle charging stations on the corridor.

Provide a detailed description of the proposed charging station location(s). Provide a clear, concise, and compelling justification for the specific location(s) chosen for the charging site(s). Applicants are encouraged to provide an aerial map of each station location.

Describe how the proposed site(s) are easily accessible via a route that can safely and conveniently accommodate electric vehicles of the types, sizes and weights that would be traveling to the facility, entering and leaving the facility, returning to the interstate highway, and continuing in the original direction of travel. Highlight the visibility, convenience, and accessibility to the users on the corridor.

Provide supporting evidence that stations will be located where the charging or fueling services are in demand. Current and future demand for charging or fueling infrastructure should be based on current and predicted usage patterns, including a description of how the corridor will be extended and/or how distances between stations will be shortened (i.e., gaps closed).

Describe the amenities co-located within easy walking distance of the charging or fueling stations.

Describe how the proposed charging or fueling site(s) are customer-friendly, easy to use, aesthetic, secure, and accessible to all electric vehicle drivers.

Describe how the charging or fueling site(s) integrate with Washington's network of existing and planned stations.

Discuss how the proposed sites consider highway speed limits, topography, local average temperatures, and other factors that may impact electric vehicle range.

Explain how the proposed project meets or exceeds the minimum coverage requirements for the selected corridor.

Describe how the proposed charging or fueling sites provide the driver shelter from inclement weather, through structures associated with the charging site or in proximity to the charging site, and how it is easily and safely accessible.

### **Project equipment**

Describe the proposed equipment to be deployed and why the equipment is justified for the proposed project. Provide information including, but not limited to charging station manufacturer, model number, connector standards, security measures and safety standards.

Document the number and types of electric vehicle charging or hydrogen fueling stations that will be installed at each site.

Describe how the proposed stations will use an open communication protocol standard for any communication to or from the charging equipment.

Describe how the stations will be networked, allowing the operator the ability to remote start the equipment.

Describe the acceptable forms of payment to access the station(s) and how the total actual charges for the use of electricity or hydrogen will be disclosed to the public at point of sale. Indicate whether the fee is a flat fee per session, based on session duration, and/or based on charging duration.

### **Project team: relevant experience and qualifications**

Identify, by name, all key personnel assigned to the project, including the project manager, and clearly describe their individual areas of responsibility. The project manager is the one individual responsible for interacting with the department on all issues relating to the overall project and coordinating all aspects of work under the project.

Explain how the project team's qualifications (including relevant expertise, experience, and skill sets) are suitable to the tasks described in the proposed project. Explain the functions of each team member and key project partner and why the selection of those members/partners is appropriate for the project.

Document how the applicant has the ability to meet deadlines and complete milestones associated with large, complex projects, including examples of previously successful complex projects.

Provide a list of past projects detailing relevant technical and business experience.

For each key personnel assigned to the project, include company, position title, job description, individual resumes (maximum of two pages), and contact information.

Key project partners identified in the application are encouraged to provide support letters for the project. These letters can be attached as appendices to the application and do not count against the total page limit.

### **Project implementation**

Describe how the proposed project will be completed in an expeditious, effective and efficient manner.

Describe the proposed project's ability to serve consumers, reliably meet the needs of near-term vehicle deployment, and provide for increased EV adoption.

Describe how the proposed project will work with regional agencies (if any) that have prepared regional readiness plans for electric vehicles.

Describe the proposed plan for installing signs, where applicable:

- Trailblazer signage that clearly identifies the route from the freeway to the station(s).
- Signage that clearly identifies the charging site location to an approaching driver from any direction.
- On-site signage that identifies the charging location that meets state regulations.
- Any additional signage that may be required by federal, state, or local laws, regulations, standards, and ordinances.

Describe how the proposed project will provide customer support service, dispatch services to address customer concerns, and provide minor operational maintenance when reported.

Describe the proposed operation and maintenance plan/schedule for at least five years from the date the station is commissioned.

Document the applicant's plan to continue the proposed project beyond the term of WSDOT's funding agreement.

### **Project readiness**

Document site control or access rights to the proposed project site(s) or building facility(ies). Documentation may include, but is not limited to ownership, leases, or access rights. If site control is not secured at the time of application, explain how site control will be obtained and the anticipated timeline to secure the project site.

Identify the entity(ies) that will own and operate the proposed charging sites and equipment.

Provide a comprehensive list of permits required for the project. Identify which permits have been obtained. For permits not yet obtained, explain the process to obtain the permits along with anticipated timelines to obtain the permits.

Include information documenting progress towards project permitting and achieving compliance under the State Environmental Policy Act (SEPA). If SEPA compliance has not been obtained, applications must include a schedule to complete SEPA activities for the proposed project. Please see RCW 43.21C.410 for more information on SEPA exemptions for EV charging stations. Please provide a list of any pre-application or pre-development meetings with agencies having jurisdiction, if complete.

### **Project benefits**

Describe the degree of collaboration and support from the community and demonstrated interest for electric vehicle charging or hydrogen fueling from stakeholders.

Describe how, if at all, the proposed project will provide benefits to economically disadvantaged communities and communities with poor air quality.

Describe how the proposed project will result in beneficial local and state tax impacts. Document assumptions and calculations used and explain how they are reasonable.

### **Innovation and sustainability**

Describe methods, if any, the proposed project will use to reduce any utility demand charges, offset on-peak electricity usage (including demand charge reductions) or mitigate other adverse grid impacts. Examples include, but are not limited to, battery storage, use of photovoltaics, and energy management systems.

Describe methods, if any, to facilitate driver charging sessions (such as a reservation or queuing system, facilitator, or valet service).

Describe how the project includes innovations or advanced features, if any, including (but not limited to) renewable energy generation and integration, mitigating on-peak electricity demand, multi-use potential, innovative business models, reducing equipment or installation costs, and reduced operation and maintenance costs.

Describe the proposed business model(s), if any, for the first five (5) years of operation including partnerships, sponsorships, advertising, or other revenue generation and cost mitigation.

## **3. Project budget**

Provide a summary table of the project budget which categorizes known project expenses for: land acquisition/lease, utility upgrades, purchase of equipment, construction/installation, and operations costs. Identify other known funding sources.

Demonstrate and justify the need for state funding.

Describe how the amount of requested funding is reasonable relative to the expected benefits to the State of Washington.



Provide the amount of match funds (cash and/or in-kind) and provide verification and documentation of the source and availability. If match funding is from a third party, please include the name of the organization, the proposed dollar amount, and the proposed type of cost share (e.g., cash, services, property). Provide details (name and business location, type of entity, amount, etc.) for each match share funding partner.

Describe how the proposed project's budget is cost effective and reasonable relative to the project's overall goals and objectives.

Describe how administration and overhead expenditures are minimized.

Present credible strategies in securing additional capital, as needed, to ensure project success and the continued operations of the project beyond WSDOT's funding agreement.

The Budget should allow for the preparation and submission of quarterly progress reports (1-2 pages each) during the approved term of the agreement, and a final report. Instructions for preparing the final report will be provided to successful applicants.

Applicants should not budget for, and cannot be reimbursed for, more than their actual allowable expenses (i.e., the budget cannot include profit, fees, or markups) under the agreement.

Please note:

**Prevailing Wage:** Prevailing wage rates can be significantly higher than non-prevailing wage rates. Failure to pay legally required prevailing wage rates can result in substantial damages and financial penalties, termination of the agreement, disruption of projects, and other complications.

**Match Restrictions:** Match share expenditures are allowable under an agreement only if they are incurred after WSDOT notifies the applicant that its project has been proposed for an award through the release of a notice of proposed awards (NOPA). Match expenditures incurred prior to the approval and execution of an agreement are made at the applicant's own risk. WSDOT is not liable for applicant's match share costs if the grant is not approved, if approval is delayed, or if the match share expenditure is not allowable under the terms and conditions of the grant or this solicitation. Please note that non-match expenditures incurred prior to agreement execution are not reimbursable from WSDOT funds. Other sources of WSDOT funding may not be used as match share.

#### **4. Project schedule**

Identify key project implementation milestones with associated dates in a summary table. Example milestones include **construction** (design, permitting, SEPA, property acquisition / lease, utility upgrades, construction dates), **equipment** (contracting, delivery), and **operating** (service start date, service completion date).

All work must be scheduled for completion and final reimbursements must be submitted by June 30, 2023. It is highly recommended that final reimbursements are submitted by May 30, 2023, to allow for timely processing of final invoices.

Applicants and their private sector partners must agree to operate and maintain the stations for at least five years.

## **Project evaluation**

### **Administrative screening criteria (pass/fail)**

- Application was submitted to grant coordinator by deadline.
- The applicant is an eligible applicant.
- The project is an eligible project.
- The application addresses only one project corridor or one bundle of related project sites.
- The application does not contain any confidential information or identify any portion of the application as confidential.
- The applicant has not included a statement or otherwise indicated that it will not accept the terms and conditions, or that acceptance is based on modifications to the terms and conditions.
- The project is located at a publicly accessible site owned and not leased by the applicant, or the applicant has submitted a letter of intent from the project site property owner.

### **Technical evaluation**

Applications passing all screening criteria will be submitted to the evaluation team to review and score based on the evaluation criteria in this solicitation.

During the evaluation and selection process, the evaluation team may schedule a clarification interview with an applicant for the purpose of clarification and verification of information provided in the application. However, these interviews may not be used to change or add to the contents of the original application. Applicants will not be reimbursed for time spent answering clarifying questions.

The total score for each application will be the average of the combined scores of all evaluation team members. A minimum score of 70 percent (without inclusion of bonus points) is required for the application to be eligible for funding. Once minimum passing scores are established, bonus points (if any) will be added to obtain the final overall application score.

WSDOT will recommend awards to the highest ranked projects with the highest overall application score, including bonus points, as funding allows.

### **Scoring scale**

Using this scoring scale, the evaluation team will give a score for each criterion described in the evaluation criteria.

% of possible points	Interpretation	Explanation for percentage points
0%	Not responsive	Response does not include or fails to address the requirements being scored. The omission(s), flaw(s), or defect(s) are significant and unacceptable.
10-30%	Minimally responsive	Response minimally addresses the requirements being scored. The omission(s), flaw(s), or defect(s) are significant and unacceptable.
40-60%	Inadequate	Response addresses the requirements being scored, but there are one or more omissions, flaws, or defects or the requirements are addressed in such a limited way that it results in a low degree of confidence in the proposed solution.
70%	Adequate	Response adequately addresses the requirements being scored. Any omission(s), flaw(s), or defect(s) are inconsequential and acceptable.
80%	Good	Response fully addresses the requirements being scored with a good degree of confidence in the applicant’s response or proposed solution. No identified omission(s), flaw(s), or defect(s). Any identified weaknesses are minimal, inconsequential, and acceptable.
90-100%	Excellent	Response fully addresses the requirements being scored with a high degree of confidence in the applicant’s response or proposed solution. Applicant offers one or more enhancing features, methods or approaches exceeding basic expectations.

**Evaluation criteria**

Applications will be evaluated based on the following criterion:

**Project location: 25 possible points**

Applications will be evaluated on the degree to which:

- The proposed highway corridor and host site location(s) for the EV charging/fueling infrastructure are detailed with clear, concise, and compelling justifications.
- The proposed location(s) for the infrastructure are within a travel mile of the selected corridor for EV charging or within five travel miles for hydrogen fueling.
- The proposed site(s) are easily accessible, customer friendly, easy to use, secure and convenient to electric vehicle drivers.
- The proposed location(s) provide sufficient coverage allow a light duty electric vehicle to travel the entire length of the selected corridor, when considering highway speed limits, topography, local average temperatures, and other factors that may impact electric vehicle range.

- The proposed site location(s) provide the driver shelter from inclement weather.
- The proposed charging station site(s) integrate with Washington’s network of existing and planned stations.
- The proposed site location(s) support local and/or regional plans for electric vehicle charging if one exists.

**Project equipment: 10 possible points**

Applications will be evaluated on the degree to which:

- The equipment and materials are identified, reasonable, necessary and appropriate for the proposed project.
- The proposed project includes multiple charging options at installation sites.
- The chargers accept various forms of payment.

**Relevant experience / qualifications: 10 Possible Points**

Applications will be evaluated on the degree to which:

- The project team’s qualifications (including relevant expertise, experience, and skill sets) are suitable to the tasks described in the proposed project.
- The applicant demonstrates the ability to meet deadlines and complete milestones associated with large, complex projects.
- Team member and key project partner functions are fully documented, complete and appropriate for successful project implementation.

**Project implementation: 25 possible points**

Applications will be evaluated on the degree to which:

- The project implementation plan is complete, credible, and logical.
- The applicant demonstrates the ability to serve consumers, reliably meet the needs of near-term vehicle deployment, and provide for increased EV adoption.
- The applicant demonstrates that the proposed project will be completed expeditiously, effectively, efficiently, and within budget.
- Proposed signage is adequate and reasonable.
- Adequate customer support service and dispatch services to address customer concerns and minor operational maintenance when reported.
- The maintenance and operations plan is comprehensive and demonstrates the ability to minimize charger downtime and ensure ongoing operations.
- The applicant demonstrates a viable and credible plan to continue operating the proposed project beyond the term of the WSDOT’s funding agreement.
- The applicant demonstrates how the proposed project will work with regional agencies (if any) that have prepared regional readiness plans for electric vehicles.

**Expected project benefits: 5 Possible Points**

Applications will be evaluated on the degree to which:

- The proposed project will provide benefits to electric vehicle drivers, economically disadvantaged communities and communities with poor air quality.
- The proposed project will result in beneficial local and state tax impacts.

### **Innovation and sustainability: 5 Possible Points**

Applications will be evaluated on the degree to which:

- The proposed project reduces utility demand charges, offsets on-peak electricity usage, or mitigates other adverse grid impacts.
- The proposed project facilitates driver charging sessions.
- The proposed project includes innovations or advanced features, including (but not limited to) renewable energy generation and integration, mitigating on-peak electricity demand, multi-use potential, innovative business models, reduced equipment or installation costs, and reduced operation and maintenance costs.
- The business model(s), if any, for the first five (5) years of operation enhance(s) the continued viability and effectiveness of the proposed project.

### **Project budget: 20 possible points**

Applications will be evaluated on the degree to which:

- The applicant demonstrates the need for state funding.
- The amount of requested WSDOT funding is reasonable relative to the expected benefits to Washington.
- The source, type, and amount of match funds are appropriate, reasonable and committed.
- The applicant has a high percentage of committed match share funds.
- The proposed project's budget is cost effective and reasonable relative to the scope of work.
- Administration and overhead costs are minimized.
- The applicant presents credible strategies in securing additional capital, as needed, to ensure project success.

### **Readiness and schedule: 20 possible points**

Applications will be evaluated on the degree to which:

- Site control or access rights to the proposed project site and/or building facility are secured.
- Permits required for the project are known and permitting timelines are documented and reasonable.
- The proposed project has obtained required permitting and is likely to attain State Environmental Policy Act (SEPA) compliance.
- The permitting schedule ensures successful project completion within the timeframes specified in this solicitation.
- The key financial and contractual relationships needed to complete the project are documented through letters of support from key project supporters/partners.

## Summary

Criterion	Possible Points
Project location	25
Project equipment	10
Relevant experience and qualifications	10
Project implementation	25
Expected project benefits	5
Innovation and sustainability	5
Project budget	20
Project readiness and schedule	20
<b>Total possible points</b>	<b>120</b>
<b>Minimum passing score (70%)</b>	<b>84</b>

## Bonus points for best value: 10 possible points

To be eligible for bonus points, projects must achieve the minimum passing score of 70% prior to the application of any available bonus points.

- Providing 110/120 volt outlets to enable charging to support e-bikes, e-trikes, or e-wheelchairs (2 points)
- Installing infrastructure to the site to add 350 kW DCFC in the future, also known as make-readies (3 points)
- Offering a 350 kW DCFC charger at some or all sites (5 points)

## Tiebreaker

If the score for two or more applications for the same corridor are tied, the application with a higher score in the readiness/schedule category will be prioritized.

## Selection process

### Evaluation team

WSDOT anticipates an evaluation team comprised of representatives from the Washington State Department of Commerce, Washington State Department of Ecology, Oregon Department of Transportation, and WSDOT.

### Schedule of activities

Activity	Due date	Time
Notice of grant opportunity	March 14, 2022	
Prospective applicant webinar	March 25, 2022	9:00 a.m. – 11:00 a.m.
Questions due to grant coordinator	March 30, 2022	5:00 p.m.
Questions and answers published	April 08, 2022	
<b>Applications due</b>	<b>May 18, 2022</b>	<b>5:00 p.m.</b>
Notice of proposed awards	May 31, 2022	
Grant agreements finalized	June 30, 2022	
Final reimbursement submitted	June 30, 2023	

## **Questions**

After the notice of grant opportunity is published, questions or clarifications about this notice must be directed to the grant coordinator listed in the following section. You may submit written questions about the grant application via electronic mail. All questions must be received by 5:00 pm on the date listed in the schedule of activities.

Question and answer sets will be e-mailed to the participants in the prospective applicant webinar and will be published on [WSDOT's ZEVIP website](#) on the date listed in schedule of activities.

Any verbal communication with a WSDOT employee concerning this solicitation is not binding on the State and shall in no way alter a specification, term, or condition of the solicitation. Therefore, all communication should be directed in writing to the grant coordinator assigned to the solicitation.

## **Single point of contact**

The grant coordinator is the sole point of contact in WSDOT for this solicitation. All communication between applicants and WSDOT after the notice of grant opportunity is published must be with the grant coordinator as follows:

Debi LaVaque  
ZEVIP Grant Coordinator  
Washington State Department of Transportation  
Email: [debi.lavaque@wsdot.wa.gov](mailto:debi.lavaque@wsdot.wa.gov)

Communication regarding this grant opportunity with any other WSDOT personnel will be considered unofficial and non-binding to WSDOT. Prospective applicants are to rely on written statements issued by the grant coordinator. Communication directed to parties other than the grant coordinator may result in disqualification of the application.

## **Award determination**

Applicants passing administrative and technical screening will compete based on evaluation criteria; each applicant will be scored and ranked based on those criteria. Only the highest ranked application in each identified corridor that obtains at least the minimum passing score (prior to the application of any bonus points) will be recommended for funding. WSDOT reserves the right to recommend partially funding of any proposal. In this event, the proposed applicant/awardee and WSDOT's ZEVIP grant manager must meet and reach agreement on a reduced scope of work commensurate with the level of available funding.

## **Notice of proposed awards**

The results of the evaluation will be posted in a notice of proposed awards (NOPA) and will include the recommended funding level of awardees. WSDOT will publish the NOPA on its ZEVIP website and email the NOPA to all parties that applied.

### **Application debrief**

Unsuccessful applicants may request a debriefing after the release of the NOPA. A request for debriefing must be received no later than five days after the NOPA is released.

### **Complaint and protest procedures**

Eligible applicants may make formal complaints during the application process both prior to award and after award.

### **Complaints prior to award**

A complaint may be made before a potential applicant responds to a solicitation document, if the potential applicant believes that the application document unduly constrains competition or contains inadequate or improper criteria. The written complaint must be made to the department before the due date of the application. A person authorized to bind the eligible applicant to a contractual relationship must sign the complaint. The agency solicitation process may however continue. The complaint letter must be addressed to:

WSDOT Innovative Partnerships  
Attn: Kara Symonds, ZEVIP Grant Manager  
Email: [symondk@wsdot.wa.gov](mailto:symondk@wsdot.wa.gov)

The ZEVIP grant manager must reply to the eligible applicant with a written decision within five (5) days after the complaint was received by WSDOT. If the potential applicant rejects WSDOT's proposed solution to the complaint, the potential applicant may appeal to the Director of Innovative Partnerships. The director may direct modification of solicitation requirements or the schedule, direct withdrawal of the solicitation, or take other appropriate steps or may affirm the decision of the ZEVIP grant manager. The Director's decision is final and no further administrative appeal is available.

### **Protests after award**

Protests may be made after the notice of proposed awards (NOPA). Protests may be made only after the Applicant has had a debriefing conference with WSDOT. Protests may be made on only the following grounds;

- Failed to follow procedures established in Application Guide, or applicable State or Federal laws or regulations.
- There was bias, discrimination or conflict of interest on part of an evaluator.

A person authorized to bind the Applicant to a contractual relationship must sign the protest letter. The WSDOT Innovative Partnerships Director must receive the written protest within ten (10) business days from the date of notice of proposed award (NOPA) and must, in turn, immediately notify the ZEVIP grant manager of receipt of the protest. If the Director needs more time to issue a written decision, WSDOT must notify the protesting applicant and the applicant against whom the protest was made of the delay. WSDOT must also postpone further steps in the awards process until the protest has been resolved. Protests must be addressed to:

Anthony Buckley, Innovative Partnerships Director  
Washington State Department of Transportation



Email: bucklea@wsdot.wa.gov

WSDOT will issue a written decision within ten (10) business days after receipt of the notice of appeal, unless more time is needed. The protesting proposer will be notified if additional time is necessary. WSDOT's determination is final, and no further administrative appeal is available.

If the Director finds that the award should not have been awarded, he must notify the applicant that received the award and provide the reasons for the decision. Such applicant must then have five (5) business days in which to appeal the director's decision to WSDOT's Chief Financial Officer who will review the director's decision. The written appeal must be mailed to the following address:

Doug Vaughn, Chief Financial Officer  
Washington State Department of Transportation  
P.O. Box 47319  
Olympia, WA 98504-7319

The proposer must also forward a copy of the written appeal to the ZEVIP grant manager at the same time the appeal is sent to WSDOT's Chief Financial Officer and the applicant against whom the protest is being made.

WSDOT's Chief Financial Officer must consider the facts available and issue a decision within ten (10) business days after receipt of the appeal, unless more time is needed. If more time is required, the appellant and the initial protesting proposer must be notified.

If WSDOT's Chief Financial Officer agrees that the award should be canceled, he must order the ZEVIP grant manager to cancel the award within ten (10) business days after the decision is delivered to the applicant which the contract had been initially awarded. If the award is canceled, WSDOT may award the contract to the next highest ranked and responsible applicant whose proposal is responsive to the solicitation.

### **Protest form and content**

A protest or appeal must be in writing and must contain the facts and arguments upon which the protest is based and must be signed by a person authorized to bind the applicant to a contractual relationship. At a minimum, this must include:

- The name of the protesting applicant, mailing address, phone number, and the name of the individual responsible for submission of the protest.
- Specific and complete statement of the agency's action(s) being protested.
- Specific reference to the grounds for the protest.
- Description of the relief or corrective action requested. All facts and arguments on which the protesting Applicant is relying as the basis for its action.
- All relevant exhibits related to, or referred to in the protest, which must be attached to the protest or supplied on demand by WSDOT.
- Copies of all protests, appeals and exhibits must be mailed or delivered by the protesting Applicant to the applicants against whom the protest is made at the same time such protest, appeal, and exhibits are submitted to WSDOT.

## **Reporting requirements**

### **Quarterly reports**

Awardees will submit quarterly reports, beginning after contract execution, to the ZEVIP grant manager, within 10 days after the end of each quarter during the project period. Reporting quarters end March 31, June 30, September 30, and December 31. Quarterly reports can be submitted through electronic mail sent to the ZEVIP grant manager. Grantees will, in quarterly reports, provide WSDOT with the status of the project work, as compared to the schedule included in the grant agreement.

### **Final report**

A final report will be submitted to the ZEVIP grant manager upon completion of the project, no later than 30 days after the project completion date established by the grant agreement or future amendments.

### **Annual follow up reports for EV charging stations**

All project owners must submit annual station utilization data to WSDOT for three years after project completion. Annual report submission instructions will be included in executed grant agreements. The following information must be submitted for each charger installed:

- Number of charging events.
- Total kWh dispensed.
- Charging time.
- Out of service time (time when station is unavailable due to maintenance or repair).
- Total cost charged to customers.
- Number and duration of service interruptions.
- Types of fees charged to customers and methods of payment collection.
- Average monthly peak power in kW (if available).

### **Annual follow up reports for hydrogen fueling stations**

All project owners must submit annual station utilization data to WSDOT for three years after project completion. Annual report submission instructions will be included in executed grant agreements. The following information must be submitted for each station:

- Number of refueling events
- Number of unique vehicles
- Total volume of hydrogen fuel dispensed
- Average volume of hydrogen fuel dispensed
- Percent of station downtime
- Identification of the source of the hydrogen fuel

## **Administration**

### **Confidential information**

WSDOT will not accept or retain any applications that have any portion marked confidential.

### **Solicitation cancelation and amendments**

It is the policy of WSDOT not to solicit applications unless there is a bona fide intention to award an agreement. However, if it is in the State's best interest, WSDOT reserves the right to do any of the following:

- Cancel this solicitation.
- Revise the amount of funds available under this solicitation.
- Amend this solicitation as needed.
- Reject any or all applications received in response to this solicitation.

If the solicitation is amended, WSDOT will publish it on its ZEVIP grant website.

### **Grounds to reject**

In addition to the screening criteria identified within this solicitation, WSDOT reserves the right to reject an application and/or cancel an award if at any time during the application or agreement process the following circumstances are discovered:

- The application contains false or intentionally misleading statements or references which do not support an attribute or condition contended by the applicant.
- The application is intended to mislead the State erroneously and fallaciously in its evaluation of the application and the attribute, condition, or capability is a requirement of this solicitation.
- The application does not literally comply or contains caveats that conflict with the solicitation and the variation or deviation is material or it is otherwise non-responsive.

### **Terms and conditions**

Each grant agreement resulting from this solicitation will include terms and conditions that set forth the recipient's rights and responsibilities. By submitting an application, each applicant agrees to enter into an agreement, if awarded, with WSDOT to conduct the proposed project according to the terms and conditions that correspond to its organization, without negotiation.

Failure to agree to the terms and conditions by taking actions such as indicating that acceptance is based on modification of the terms will result in rejection of the application. Applicants must read the terms and conditions carefully. WSDOT reserves the right to modify the terms and conditions prior to executing grant agreements. The template contract agreement is located in appendix A.

### **Errors**

If an applicant discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, the applicant must immediately notify WSDOT of such error in writing and request modification or clarification of the document. Modifications or clarifications will be given by written notice of all parties who requested the solicitation, without divulging the source of the request for clarification. WSDOT shall not be responsible for failure to correct errors.

### **Modifying or withdrawal of application**

An applicant may, by letter to WSDOT's grant coordinator, withdraw or modify a submitted application before the deadline to submit applications. Applications cannot be changed after that date and time. An application cannot be timed to expire on a specific date. For example, a

statement such as the following is non-responsive to the solicitation: “This application and the cost estimate are valid for 60 days.”

### **Immaterial defect**

WSDOT may waive any immaterial defect or deviation contained in an applicant’s application. WSDOT’s waiver shall in no way modify the application or excuse the successful applicant from full compliance.

### **Disposition of applicant’s documents**

The entire evaluation process from receipt of applications up to the posting of the notice of proposed award is confidential. On the notice of proposed award posting date, or date of solicitation cancellation, all applications and related material submitted in response to this solicitation become a part of the property of the State and public record.

### **Applicant’s admonishment**

This solicitation contains the instructions governing the requirements for a firm quotation to be submitted by interested applicants, the format in which the technical information is to be submitted, the material to be included, the requirements which must be met to be eligible for consideration, and applicant responsibilities. Applicants must take the responsibility to carefully read the entire solicitation, ask appropriate questions in a timely manner, submit all required responses in a complete manner by the required date and time, and make sure that all procedures and requirements of the solicitation are followed and appropriately addressed.

### **Agreement requirements**

The content of this solicitation must be incorporated by reference into the final agreement. See the sample agreement terms and conditions included in appendix A.

WSDOT reserves the right to negotiate with applicants to modify the project scope, the level of funding, or both. If WSDOT is unable to successfully negotiate and execute a funding agreement with an applicant, WSDOT, at its sole discretion, reserves the right to cancel the pending award and fund the next highest ranked eligible project.

Public agencies that receive funding under this solicitation must provide an authorizing resolution approved by their governing authority to enter into an agreement with WSDOT and designating an authorized representative to sign.

WSDOT will send the approved agreement, including the general terms and conditions and any additional terms and conditions, to the grant recipient for review, approval, and signature. Once the grant recipient signs, WSDOT will fully execute the agreement. Recipients are approved to begin the project only after full execution of the agreement.

### **No agreement until signed and approved**

No agreement between WSDOT and the successful applicant is in effect until the agreement is signed by the recipient and signed by WSDOT representative. WSDOT reserves the right to modify the award documents prior to executing the agreement.

# APPENDIX A – CONTRACT TEMPLATE

*Draft Zero Emission Vehicle Infrastructure Partnership Grant Agreement (In review)*

**Washington State Department of Transportation**

Innovative Partnerships Office  
310 Maple Park Avenue SE  
PO Box 47395  
Olympia, WA 98504-7395

**Contractor:** To Be Determined

**Term of Project:** Mutual Execution through June 30, 2023

**Federal Identification Number:** To Be Determined

**Scope of Project:** Scope of Project as set forth in Attachment A, Project Scope, Schedule, and Budget

**Project Title:** To Be Determined

**Agreement Number:** To Be Determined

**Project Costs:** To Be Determined

THIS AGREEMENT, entered into by the Washington State Department of Transportation, hereinafter “WSDOT” and the contractor identified above, hereinafter the “CONTRACTOR,” individually the “PARTY” and collectively the “PARTIES,” WITNESSETH THAT:

WHEREAS, RCW 47.04.350 directs the Washington State Department of Transportation Innovative Partnerships Office to develop a program to support the deployment of electric vehicle infrastructure that is supported by private financing;

WHEREAS, the state legislature appropriated funding for Electric Vehicle Infrastructure through the 2021-2023 Fiscal Biennial Transportation Budget (Substitute Senate Bill 5165 Sec. 214);

NOW, THEREFORE, in consideration of the terms, conditions, performances, and mutual covenants herein set forth and the attached Attachment A, “Project Scope, Schedule and Budget,” IT IS MUTUALLY AGREED AS FOLLOWS:

## **Section 1**

### **Purpose of Agreement**

A. The purpose of this AGREEMENT is for WSDOT to provide funding assistance to the CONTRACTOR for the acquisition, construction and operation of publicly accessible electric vehicle charging and hydrogen fueling stations along major roadways to be used in the provision of transportation services to persons in the State of Washington, hereinafter referred to as the “Project.” Reference to the “Project” shall include all such capital infrastructure and/or associated equipment (**Project Equipment**) designed, acquired, constructed, improved or installed under this AGREEMENT. The Project shall provide safe, convenient, cost competitive, reliable and easy access for drivers to recharge mass-produced electric vehicles with industry standard charging equipment.

B. On projects where WSDOT is providing only state funds and the CONTRACTOR is using funds received directly from the federal government as their share or part thereof on the project, the CONTRACTOR must assume full responsibility for complying with all federal rules and regulations. If the CONTRACTOR is found in non-compliance with federal rules and regulations, the CONTRACTOR shall provide a written notification to WSDOT supplying details related to the non-compliance. Both parties will analyze and determine the impact on the scope, schedule, and funding of the project. Required remedies will be identified to ensure the project’s scope of work is met as intended and may include requiring CONTRACTOR to return funds.

## **Section 2**

### **Scope of Project**

The CONTRACTOR agrees to perform the work and complete the Project as described and detailed in “Project Scope, Schedule and Budget” from the CONTRACTOR’s ZEVIP Grant Application, which is attached hereto as Attachment A, and by this reference fully incorporated herein as if fully set out in this AGREEMENT, and to perform the Project in accordance with the terms and conditions of this AGREEMENT.

### **Section 3**

#### **Term of Project**

The Project period of this AGREEMENT shall commence and terminate on the dates shown in the caption space header titled “Term of Project” regardless of the date of execution of this AGREEMENT, unless terminated as provided herein. The caption space header titled “Term of Project” and all caption space headers above are by this reference incorporated herein into the AGREEMENT as if fully set forth in the AGREEMENT.

### **Section 4**

#### **State Review of Project**

WSDOT shall review the Project identified in this AGREEMENT as Attachment A, “Project Scope, Schedule and Budget,” at least quarterly to determine whether the Project is making satisfactory progress and is valuable to electric vehicle drivers and addresses a gap in the state’s electric vehicle charging and fueling station infrastructure. If WSDOT has awarded funds, but the CONTRACTOR does not report satisfactory progress within one (1) year of the initial grant award, WSDOT shall review the Project to determine whether the grant should be terminated as provided in Section 31, Termination.

### **Section 5**

#### **Project Costs and Private Sector Partners Requirement**

A. The reimbursable costs of the Project shall not exceed the amounts detailed in the caption space header titled “Project Costs.” The CONTRACTOR agrees to expend eligible funds, together with other funds allocated for the Project, in an amount sufficient to complete the Project as detailed in Attachment A, “Project Scope, Schedule and Budget”. If at any time the CONTRACTOR becomes aware that the cost which it expects to incur in the performance of this AGREEMENT will exceed or be less than the amount identified as “Total Project Cost” in the caption space header titled “Project Costs,” the CONTRACTOR shall notify WSDOT in writing within thirty (30) calendar days of making that determination.

B. The CONTRACTOR must have one or more private sector partners contributing to the Project who stand to gain indirect value from development of the Project including, but not limited to, a motor vehicle manufacturer, a retail store, or tourism stakeholder.

### **Section 6**

#### **Inspection of the Project Equipment**

The CONTRACTOR shall inspect Project Equipment purchased pursuant to this AGREEMENT at the time of delivery to the CONTRACTOR. Upon receipt and acceptance of Project Equipment, the CONTRACTOR agrees that it has fully inspected the Project Equipment and accepts it as suitable for the purpose under this AGREEMENT, as being in good condition and that the CONTRACTOR is satisfied with the Project Equipment and that the Project Equipment complies with all regulations, rules, and laws. If there are any apparent defects in the materials, supplies, or equipment at the time of delivery, the CONTRACTOR will promptly notify the manufacturer. At the CONTRACTOR’s option and without limiting any other rights, the CONTRACTOR may require the manufacturer to:

1. Repair or replace, at the manufacturer’s expense, any or all of the damaged goods.
2. Refund the price of any or all of the damaged goods.
3. Accept the return of any or all of the damaged goods.

In the event that the CONTRACTOR requires a formal Acceptance Testing period, then the CONTRACTOR must formalize acceptance in writing. If there is no Acceptance Testing period required, Acceptance occurs when the products are delivered and inspected.

### **Section 7**

#### **Miscellaneous Charges and Conditions**

The CONTRACTOR shall pay and be solely responsible for all storage charges, parking charges, late fees, and fines, as well as any fees and taxes, except applicable state sales or use tax, which may be imposed with respect to the Project by a duly constituted governmental authority as the result of the CONTRACTOR’s use or intended use of the Project. All replacements, repairs, or substitutions of parts or Project Equipment shall be at the cost and expense of the CONTRACTOR. The Project must be expected to be profitable and sustainable within the five-year performance period for the owner-operator and/or the private sector partner, inclusive of indirect value gained.

**Section 8  
Payment**

A. State funds shall be used to reimburse the CONTRACTOR for allowable expenses incurred in completing the Project as described in Attachment A, "Project Scope, Schedule and Budget." Allowable Project expenses shall be determined by WSDOT. In no event shall the total amount reimbursed by WSDOT exceed "State Funds" identified in the caption space header titled "Project Costs," above. At the completion of the Project, any remaining "State Funds" will be released back to WSDOT by the CONTRACTOR to reallocate to other Zero Emission Vehicle Infrastructure Partnership projects.

B. Payment will be made by WSDOT on a reimbursable basis for actual net Project costs incurred within the timeframe in the caption space titled "Term of Project." WSDOT shall make no payments for costs incurred prior to the beginning or after the end date of the "Term of the Project" as set forth in the caption space header above. The CONTRACTOR shall submit an invoice detailing and supporting the costs incurred. Such invoices may be submitted no more than once a month and no less than once per year. If approved by WSDOT, invoices shall be paid by WSDOT within thirty (30) days of submission to WSDOT. Payment is subject to the submission to and approval by WSDOT of appropriate invoices, reports, and financial summaries. Any financial summaries submitted to WSDOT must include a record of the actual costs.

C. The CONTRACTOR shall submit an invoice for completed work in the same state fiscal period, as defined in RCW 43.88, starting on July 1 and ending on June 30 the following year within the timeframe set forth in the caption space header of this AGREEMENT entitled "Term of Project" during which the work was performed. Reimbursement requests must be received by July 15 of each state fiscal period. If the CONTRACTOR is unable to provide an invoice by this date, the CONTRACTOR shall provide an estimate of the charges to be billed so WSDOT may accrue the expenditures in the proper fiscal period. Any subsequent reimbursement request submitted will be limited to the amount accrued as set forth in this section. Any payment request received after the timeframe prescribed above will not be eligible for reimbursement.

**Section 9  
Assignments, Subcontracts, and Leases**

A. Unless otherwise authorized in advance in writing by WSDOT, the CONTRACTOR shall not assign any completed Project facilities and/or infrastructure under this AGREEMENT, or execute any contract, amendment, or change order thereto pertaining to the Project or obligate itself in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT or lease or lend the Project or any part thereof to be used by anyone not under the CONTRACTOR's direct supervision.

B. The CONTRACTOR agrees to include Sections 10 through 23 and Section 31 of this AGREEMENT in each subcontract and in all contracts it enters into for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT. The PARTIES further agree that those clauses shall not be modified, except to identify the subcontractor or other person or entity that will be subject to its provisions. In addition, the following provision shall be included in an advertisement or invitation to bid for any procurement by the CONTRACTOR under this AGREEMENT:

*Statement of Financial Assistance:*

*"This AGREEMENT is subject to the appropriations of the State of Washington."*

**Section 10  
Reports and Project Use**

A. The CONTRACTOR and their private sector partners must agree to operate and maintain the stations for at least five years and must meet the requirements in WSDOT's solicitation materials as detailed in Attachment B "WSDOT's, Zero Emission Vehicle Infrastructure Partnership (ZEVIP) Grant Application Guide" which is attached hereto and by this reference incorporated into the AGREEMENT. The CONTRACTOR agrees that the Project shall be used for the provision of transportation services within the area indicated in Attachment A, Project Scope, Schedule and Budget for the term of the Project. The CONTRACTOR further agrees that it will not use or permit the use of the Project in a negligent manner or in violation of any law, or so as to avoid any insurance covering the same, or permit the Project to become subject to any lien, charge, or encumbrance. Should the CONTRACTOR unreasonably delay or fail to implement the Project during the project term and reporting period, the CONTRACTOR agrees that it may be required to refund up to the entire amount of the "State Funds" expended on the Project. The CONTRACTOR shall immediately notify WSDOT when any Project facilities and/or infrastructure

is withdrawn from Project use or when the Project or any part thereof is used in a manner substantially different from that identified in Attachment A, “Project Scope, Schedule and Budget”. If the Project is permanently removed from transportation services, the CONTRACTOR agrees to immediately notify WSDOT of its intentions regarding the disposal of the Project or any part of the Project thereof.

B. Reports. The CONTRACTOR shall keep satisfactory written records with regard to the Project. To periodically verify that satisfactory and continued progress is made towards achieving the objectives of this AGREEMENT on time and within budget and shall submit the following reports to, and in a form and at such times:

1. **Quarterly Progress Reporting.** During the performance period, the CONTRACTOR is to prepare and submit Quarterly Progress Reports, which are due to WSDOT within 10 days of the end of the reporting period. The Quarterly Progress Reports shall summarize all AGREEMENT activities conducted by the CONTRACTOR for the reporting period, including:

**Project Progress:** This section shall include a brief restatement of the approved tasks, a report on the status of each milestone, and a discussion of whether or not the project is progressing according to schedule. This section also should include a discussion of any problems encountered, proposed changes to the tasks in the Scope of Work, and anticipated accomplishments in the upcoming quarter.

**Financial Status:** This section should include a narrative report comparing costs incurred to date with the approved Budget. The report should state whether or not the project is progressing within the approved Budget and discuss any proposed changes

2. **Monthly EVSE Usage and Analytical Data Reporting.** During the operational phase, the CONTRACTOR must provide ongoing information and reporting on the costs to operate each EV charging station, the energy dispensed for each EVSE at each location, and vehicle-related data related to consumer use of the EV charging stations detailed by month. Vendor shall monitor charger performance and fault indications on an ongoing basis and report the same to WSDOT during the full period of performance.

C. **Remedies for Misuse or Noncompliance.** The CONTRACTOR shall not use the Project or any part thereof in a manner different from that described in Attachment A, Project Scope, Schedule and Budget, as set forth in Section 2 of the AGREEMENT. If WSDOT determines that the Project has been used in a manner different from Attachment A, Project Scope, Schedule and Budget, WSDOT may direct the CONTRACTOR to repay WSDOT the State funded share of the “Project Costs.” WSDOT may also withhold payments should it determine that the CONTRACTOR has failed to comply with any provision of this AGREEMENT.

#### **Section 11**

##### **Maintenance of the Project**

The CONTRACTOR shall make all necessary repairs and reasonably maintain the Project to assure it remains in good and operational condition for at least five years. The CONTRACTOR agrees, at a minimum, to maintain the Project and service or replace parts at intervals recommended in the manuals and/or instructions provided by the subcontractors and/or component manufacturers, or sooner if needed. The CONTRACTOR shall have the Project routinely inspected and make arrangements for any appropriate service and repair under the manufacturer’s warranty. WSDOT shall not be liable for repairs. The CONTRACTOR shall retain records of all maintenance and parts replacement performed on the Project in accordance with Section 22, Audits, Inspection, and Retention of Records. The CONTRACTOR shall provide copies of such records to WSDOT, upon request.

#### **Section 12**

##### **General Compliance Assurance**

The CONTRACTOR agrees to comply with all requirements of Chapter 468-602 WAC et seq, Zero-Emission Vehicle Infrastructure Partnership instructions as prescribed in Attachment B *WSDOT’s Zero-Emission Vehicle Infrastructure Partnerships (ZEVIP) Grant Application Guide*. The CONTRACTOR agrees that, WSDOT and/or any authorized WSDOT representative, shall have not only the right to monitor the compliance of the CONTRACTOR with respect to the provisions of this AGREEMENT, but also have the right to seek judicial enforcement with regard to any matter arising under this AGREEMENT. It is understood by the CONTRACTOR that this assurance obligates the CONTRACTOR and any transferee of the CONTRACTOR, or said transferee’s successor(s), for the term of this AGREEMENT.

#### **Section 13**

##### **Compliance with State Design and Industry Charging Equipment Standards**

The CONTRACTOR agrees the Project design must comply with all Washington State Standard Specifications for Road, Bridge, and Municipal Construction ([www.wsdot.wa.gov/Publications/Manuals/M41-10.htm](http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm)), and any revisions thereto. The CONTRACTOR agrees that the non-proprietary Electric Vehicle Supply Equipment (EVSE)



meets the common standards used for most mass-produced makes and models of plug-in electric vehicles sold in North America including, but not limited to, SAE CCS. The CONTRACTOR shall also comply with Attachment B *WSDOT's Zero-Emission Vehicle Infrastructure Partnership (ZEVIP) Grant Application Guide*. Projects that wish to use design standards that differ from state standards must submit a request to WSDOT's Innovative Partnerships Office and obtain documented approval before design work commences.

#### **Section 14**

##### **No Obligation by the State Government**

No contract between the CONTRACTOR and its subcontractors shall create any obligation or liability of WSDOT with regard to this AGREEMENT without WSDOT's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof and the CONTRACTOR hereby agrees to include this provision in all contracts it enters into for the design, acquisition, and construction of facilities and/or infrastructure related to the Project, or the performance of any work to be accomplished under this AGREEMENT.

#### **Section 15**

##### **Ethics**

A. **Relationships with Employees and Officers of WSDOT.** The CONTRACTOR shall not extend any loan, gratuity or gift of money in any form whatsoever to any employee or officer of WSDOT, nor shall the CONTRACTOR rent or purchase any Project Equipment and materials from any employee or officer of WSDOT.

B. **Employment of Former WSDOT Employees.** The CONTRACTOR hereby warrants that it shall not engage on a full, part-time, or other basis during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of WSDOT without written consent of WSDOT.

#### **Section 16**

##### **Compliance with Laws and Regulations**

The CONTRACTOR agrees to abide by all applicable state regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence compliance with such state laws and regulations, and retention of all such records. The CONTRACTOR will adhere to all of the nondiscrimination provisions in Chapter 49.60 RCW. The CONTRACTOR agrees to meet all the requirements listed in WAC 468-602, Zero-Emission Vehicle Infrastructure Partnerships (ZEVIP) program. Except when a federal statute or regulation pre-empts state or, local law, no provision of this AGREEMENT shall require the CONTRACTOR to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law. Thus if any provision or compliance with any provision of this AGREEMENT violates state, or local law, or would require the CONTRACTOR to violate state or local law, the CONTRACTOR agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the CONTRACTOR agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the Project.

#### **Section 17**

##### **Labor Provisions**

**Overtime Requirements.** No CONTRACTOR or subcontractor contracting for any part of the Project work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. CONTRACTOR will comply with Title 49 RCW, Labor Regulations.

#### **Section 18**

##### **Environmental Requirements and Archeological Preservation**

The CONTRACTOR agrees to comply with all applicable requirements of chapter 43.21C RCW "State Environmental Policy Act" (SEPA). The CONTRACTOR also agrees to comply with all applicable requirements of Executive Order 05-05, Archeological and Cultural Resources, for all capital construction projects or land acquisitions for the purpose of a capital construction project, not undergoing Section 106 review under the National Historic Preservation Act of 1966 (Section 106).

#### **Section 19**

##### **Accounting Records**

A. **Project Accounts.** The CONTRACTOR agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with

the Project. The CONTRACTOR agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible and available to WSDOT upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.

**B. Documentation of Project Costs and Program Income.** The CONTRACTOR agrees to support all allowable costs charged to the Project, including any approved services contributed by the CONTRACTOR or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The CONTRACTOR also agrees to maintain accurate records of all program income derived from implementing the Project.

## **Section 20**

### **Audits, Inspection, and Retention of Records**

**A. Submission of Proceedings, Contracts, Agreements, and Other Documents.** During the term of the Project and for six (6) years thereafter, the CONTRACTOR agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as WSDOT may require. Project closeout does not alter these recording and record-keeping requirements. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned six (6) year period then the CONTRACTOR's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

**B. General Audit Requirements.** The CONTRACTOR agrees to obtain any other audits required by WSDOT at CONTRACTOR's expense. Project closeout will not alter the CONTRACTOR's audit responsibilities.

**C. Inspection.** The CONTRACTOR agrees to permit WSDOT, and the State Auditor, or their authorized representatives, to inspect all Project work materials, payrolls, maintenance records, and other data, and to audit the books, records, and accounts of the CONTRACTOR and its contractors pertaining to the Project. The CONTRACTOR agrees to require each third party contractor to permit WSDOT, the State Auditor, or their duly authorized representatives, to inspect all work, materials, payrolls, maintenance records, and other data and records involving that third party contract, and to audit the books, records, and accounts involving that third party contract as it affects the Project.

## **Section 21**

### **Permitting**

The CONTRACTOR agrees to be solely responsible for all required State and/or local permitting as related to the Project.

## **Section 22**

### **Loss or Damage to the Project**

**A.** The CONTRACTOR, at its own expense, shall cover any loss, theft, damage, or destruction of the Project's facilities, Project Equipment and/or infrastructure using either of the following methods:

1. The CONTRACTOR shall maintain property insurance for facilities, Project Equipment and/or infrastructure adequate to cover the value of the Project; the CONTRACTOR shall supply a copy of the Certificate of Insurance specifying such coverage to WSDOT with the first request for reimbursement, and supply proof of renewal annually thereafter; or

2. The CONTRACTOR shall certify that it has self-insurance and provide a written certificate of self-insurance to WSDOT with the first request for reimbursement, and annually thereafter. The CONTRACTOR will cover from its own resources the costs of repairing or replacing any Project facilities, Project Equipment and/or infrastructure, if it is stolen, damaged, or destroyed in any manner.

**B.** If any disabling damage to the Project Equipment occurs, by either theft or collision, The CONTRACTOR shall, within thirty (30) days, either:

1. Devote all of the insurance proceeds received to repair the Project and place it back in service, and the CONTRACTOR shall, at its own expense, pay any portion of the cost of repair which is not covered by insurance; or

2. In the event the CONTRACTOR certified to self- insurance, devote all funds necessary to repair the Project and place it back into service.

**C.** Coverage, if obtained or provided by the CONTRACTOR in compliance with this section, shall not be deemed as having relieved the CONTRACTOR of any liability in excess of such coverage as required by the limitation of liability section of this AGREEMENT, or otherwise.

## **Section 23**

### **Liens on the Project**

The CONTRACTOR shall not have any liens placed upon the Project Equipment and will not take any action that may jeopardize the usage and ownership of the Project Equipment during the five year minimum period of performance.

**Section 24**  
**Limitation of Liability**

A. The CONTRACTOR shall indemnify and hold WSDOT, its agents, employees, and officers harmless from and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as “claims”), of whatsoever kind or nature brought against WSDOT arising out of, in connection with or incident to this AGREEMENT and/or the CONTRACTOR’s performance or failure to perform any aspect of this AGREEMENT. This indemnity provision applies to all claims against WSDOT, its agents, employees and officers arising out of, in connection with or incident to the negligent acts or omissions of the CONTRACTOR, its agents, employees, officers and subcontractors. Provided, however, that nothing herein shall require the CONTRACTOR to indemnify and hold harmless or defend the WSDOT, its agents, employees or officers to the extent that claims are caused by the negligent acts or omissions of the WSDOT, its agents, employees or officers; and provided further that if such claims result from the concurrent negligence of (a) the CONTRACTOR its employees, agents, officers or contractors and (b) the STATE, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the PARTY, its employees, officers, authorized agents, and/or contractors. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.

B. The CONTRACTOR shall be deemed an independent contractor for all purposes, and the employees of the CONTRACTOR or its subcontractors and the employees thereof, shall not in any manner be deemed to be employees of WSDOT.

C. The CONTRACTOR specifically assumes potential liability for actions brought by CONTRACTOR’s employees and/or subcontractors and solely for the purposes of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the State Industrial Insurance Law, Title 51 Revised Code of Washington.

D. In the event either the CONTRACTOR or WSDOT incurs attorney’s fees, costs or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs and expenses shall be recoverable by the prevailing PARTY.

**Section 25**  
**Personal Liability of Public Officers**

No officer or employee of WSDOT shall be personally liable for any acts or failure to act in connection with this AGREEMENT, it being understood that in such matters he or she is acting solely as an agent of WSDOT.

**Section 26**  
**WSDOT Advice**

The CONTRACTOR bears complete responsibility for the administration and success of the Project as it is defined by this AGREEMENT and any amendments thereto. If the CONTRACTOR solicits advice from WSDOT on problems that may arise, the offering of WSDOT advice shall not shift the responsibility of the CONTRACTOR for the correct administration and success of the Project, and WSDOT shall not be held liable for offering advice to the CONTRACTOR.

**Section 27**  
**Forbearance by WSDOT Not a Waiver**

Any forbearance by WSDOT in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**Section 28**  
**Lack of Waiver**

In no event shall any WSDOT payment of funds to the CONTRACTOR constitute or be construed as a waiver by WSDOT of any CONTRACTOR breach, or default. Such payment shall in no way impair or prejudice any right or remedy available to WSDOT with respect to any breach or default.

**Section 29**  
**Changed Conditions Affecting Performance**

The CONTRACTOR hereby agrees to immediately notify WSDOT of any change in conditions or law, or of any other event, which may affect its ability to perform the Project in accordance with the provisions of this AGREEMENT.

**Section 30**  
**Agreement Modifications**

Either PARTY may request changes to this AGREEMENT. Any changes to the terms of this AGREEMENT must be mutually agreed upon and incorporated by written amendment to this AGREEMENT. Such amendments shall not be binding or valid unless signed by the persons authorized to bind each of the PARTIES.

### **Section 31 Disputes**

A. **Disputes.** Disputes, arising in the performance of this AGREEMENT, which are not resolved by agreement of the PARTIES, shall be decided in writing by the WSDOT Public-Private Partnership Office's Director or designee. This decision shall be final and conclusive unless within ten (10) days from the date of CONTRACTOR'S receipt of WSDOT's written decision, the CONTRACTOR mails or otherwise furnishes a written appeal to the Public-Private Partnership Office Director or the Director's designee. The CONTRACTOR's appeal shall be decided in writing by the Director or designee of the Public-Private Partnership Office within thirty (30) days of receipt of the appeal by the Director of the Public-Private Partnership Office or the Director's designee. The decision shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

B. **Performance During Dispute.** Unless otherwise directed by WSDOT, CONTRACTOR shall continue performance under this AGREEMENT while matters in dispute are being resolved.

C. **Claims for Damages.** Should either PARTY to this AGREEMENT suffer injury or damage to person, property, or right because of any act or omission of the other PARTY or any of that PARTY's employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other PARTY within thirty (30) days after the first observance of such injury or damage.

D. **Rights and Remedies.** All remedies provided in this AGREEMENT are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively and shall not be construed to be a limitation of any duties, obligations, rights and remedies of the PARTIES hereto. No action or failure to act by the WSDOT or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under this AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

### **Section 32 Termination**

A. **Termination for Convenience.** WSDOT may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the other PARTY. Written notification must set forth the reasons for such termination, the effective date, and in case of a partial termination the portion to be terminated. However, if in the case of partial termination, WSDOT determines that the remaining portion of the award will not accomplish the purposes for which the award was made, WSDOT may terminate the award in its entirety. PARTIES may terminate this AGREEMENT for reasons including, but not limited to, the following:

1. WSDOT may terminate this AGREEMENT for convenience including but not limited to should the requisite funding provided under this AGREEMENT becomes unavailable through failure of appropriation or otherwise;

2. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;

3. The CONTRACTOR is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources; or if the requisite funding provided under this AGREEMENT becomes unavailable through failure of appropriation or otherwise;

4. The CONTRACTOR is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the CONTRACTOR; or

5. The State Government or WSDOT determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of financial assistance for the Project.

6. In the case of termination under subsections A.1-5 above, WSDOT shall reimburse the CONTRACTOR for all costs payable under this AGREEMENT that the CONTRACTOR properly incurred prior to termination. The CONTRACTOR shall promptly submit its claim for reimbursement to WSDOT. If the CONTRACTOR has any

property in its possession belonging to WSDOT, the CONTRACTOR will account for the same, and dispose of it in the manner WSDOT directs.

**B. Termination for Default.** WSDOT may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the CONTRACTOR, if the CONTRACTOR materially breaches or fails to perform any of the requirements of this AGREEMENT, including:

1. Take any action pertaining to this AGREEMENT without the approval of WSDOT, which under the procedures of this AGREEMENT would have required the approval of WSDOT;
2. Jeopardizes its ability to perform pursuant to this AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the CONTRACTOR operates;
3. Failure to perform the Project or any part thereof including, but not limited to:
  - a) Failure to build the Project according to the design specifications and all building code required standards;
  - b) Failure to remedy all defects in the performance of the Project and correct all faulty workmanship by the CONTRACTOR or its subcontractors in a timely manner;
  - c) Failure to take any action which could affect the ability of the Project to perform its designated function or takes any action which could shorten the 5 year minimum period of performance for Project use or otherwise; or
  - d) Failure to make reasonable and appropriate use of the Project real property, facilities, equipment and/or infrastructure.
4. Fails to make reasonable progress on the Project or other violation of this AGREEMENT that endangers substantial performance of the Project; or
5. Fails to perform in the manner called for in this AGREEMENT, or fails, to comply with or, is in violation of, any provision of this AGREEMENT. WSDOT shall serve a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default hereunder. If it is later determined by WSDOT that the CONTRACTOR had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the CONTRACTOR, such as a strike, fire or flood, WSDOT may: a) allow the CONTRACTOR to continue work after setting up a new delivery of performance schedule, or b) treat the termination as a termination for convenience.

C. WSDOT, in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) business days, or such longer period as determined by WSDOT, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the CONTRACTOR fails to remedy to WSDOT's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, WSDOT shall have the right to terminate this AGREEMENT without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude WSDOT from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

D. In the event that WSDOT elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this AGREEMENT, such waiver by WSDOT shall not limit WSDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.

### **Section 33 Venue and Process**

In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Thurston County. The PARTIES agree that the laws of the State of Washington shall apply.

### **Section 34 Subrogation**

A. **Prior to Subrogation.** WSDOT may require the CONTRACTOR to take such action as may be necessary or appropriate to preserve the CONTRACTOR's right to recover damages from any person or organization alleged to be legally responsible for injury to the Project or other property in which WSDOT has a financial interest.

B. **Subrogation.** WSDOT may require the CONTRACTOR to assign to WSDOT all right of recovery against any person or organization for loss, to the extent of WSDOT's loss. Upon assignment, the CONTRACTOR shall execute, deliver, and do whatever else necessary to secure WSDOT's rights. The CONTRACTOR shall do nothing after any loss to prejudice the rights of WSDOT.

C. **Duties of the Contractor.** If WSDOT has exercised its right of subrogation, the CONTRACTOR shall cooperate with WSDOT and, upon WSDOT's request, assist in the prosecution of suits and enforce any right against any person or organization who may be liable to WSDOT due to damage to the Project. The CONTRACTOR shall attend hearings and trials as requested by WSDOT, assist in securing and giving evidence as requested by WSDOT, and obtain the attendance of witnesses as requested by WSDOT.

#### **Section 35 Severability**

If any covenant or provision of this AGREEMENT shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or any part thereof, which in itself is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this AGREEMENT. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.

#### **Section 36 Counterparts**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONTRACTOR does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements and their supporting materials contained and/or mentioned herein, and does hereby accept WSDOT's grant and agrees to all of the terms and conditions thereof.

#### **Section 37 Complete Agreement**

This document contains all covenants, stipulations, and provisions agreed upon by WSDOT. No agent or representative of WSDOT has authority to make, and WSDOT shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein or made by written amendment hereto.

#### **Section 38 Execution**

This AGREEMENT is executed by the Director, Public-Private Partnerships Office, State of Washington, Department of Transportation or the Director's designee, not as an individual incurring personal obligation and liability, but solely by, for and on behalf of the State of Washington, Department of Transportation, in the capacity as Director, Public-Private Partnerships Office, or as a designee.

#### **Section 39 Binding Agreement**

The undersigned acknowledge that they are authorized to execute this AGREEMENT and bind their respective agency(ies) and/or entity(ies) to the obligations set forth herein.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year last written below.

WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION

CONTRACTOR

---

Anthony Buckley  
Director  
Innovative Partnerships Office

---

Authorized Representative

---

Title

---

Print Name

---

Date

---

Date

APPROVED AS TO FORM  
WITHOUT MATERIAL  
MODIFICATIONS

BY:

Susan Cruise  
\_\_\_\_\_  
Assistant Attorney General

6/16/2017

\_\_\_\_\_  
Date

# **Attachment A**

Project Scope, Schedule and Budget

(CONTRACTOR's ZEVIP Grant Application Project Narrative, Scope of Work, Schedule, and Budget)



## **Attachment B**

WSDOT's Zero-Emission Vehicle Infrastructure Partnership (ZEVIP) Grant Application Guide

## APPENDIX B – PROGRAM RULES

### RCW 47.04.350

Alternative fuel vehicle charging and refueling infrastructure program—Bid proposal requirements, evaluation, financing—Workshops—Rules.

(1) Subject to the availability of amounts appropriated for this specific purpose through the 2023-2025 biennium, the department's public-private partnership office must develop and maintain a program to support the deployment of clean alternative fuel vehicle charging and refueling infrastructure that is supported by private financing.

(2) The department must define corridors in which bidders may propose to install electric vehicle charging infrastructure or hydrogen fueling stations, and may update these corridors over time as needed. Alternatively, a bidder may propose a corridor in which the bidder proposes to install electric vehicle infrastructure or hydrogen fueling stations if the department has adopted rules allowing such a proposal and establishing guidelines for how such a proposal will be considered.

(3)(a) For bid proposals under this section, the department must require the following:

- (i) Bidders must have private sector partners contributing to the project who stand to gain indirect value from development of the project, such as motor vehicle manufacturers, retail stores, or tourism stakeholders;
- (ii) Bidders must demonstrate that the proposed project will be valuable to clean alternative fuel vehicle drivers and will address an existing gap in the state's low carbon transportation infrastructure;
- (iii) Projects must be expected to be profitable and sustainable for the owner-operator and the private partner; and
- (iv) Bidders must specify how the project captures the indirect value of charging or refueling station deployment to the private partner.

(3)(b) The department may adopt rules that require any other criteria for a successful project.

(4) In evaluating proposals under this section, the department may use the electric vehicle financial analysis tool that was developed in the joint transportation committee's study into financing electric vehicle charging station infrastructure.

(5)(a) After selecting a successful proposer under this section, the department may provide a loan or grant to the proposer.

(5)(b) Grants and loans issued under this subsection must be funded from the electric vehicle account created in RCW 82.44.200.

(5)(c) Any project selected for support under this section is eligible for only one grant or loan as a part of the program.

(6) The department may conduct preliminary workshops with potential bidders and other potential private sector partners to determine the best method of designing and maintaining the program, discuss how to develop and maintain the partnerships among the private sector partners that may receive indirect value, and any other issues relating to the implementation and

administration of this section. The department should consider regional workshops to engage potential business partners from across the state.

(7) The department must adopt rules to implement and administer this section.

## **WAC Chapter 468-602**

### **WAC 468-602-010 Authority and purpose**

RCW 47.04.350 directs the Washington state department of transportation public-private partnership office to develop and maintain a program to support the deployment of clean alternative fuel vehicle charging and refueling infrastructure that is supported by private financing.

The program consists solely of projects that provide a benefit to the public through development, demonstration, deployment, maintenance, and operation of clean energy technologies that save energy and reduce energy costs, reduce harmful air emissions or otherwise increase energy independence for the state. The department refers to the program as the zero emission vehicle infrastructure partnerships (ZEVIP) program.

Program funds are invested in the deployment of electric vehicle charging and hydrogen refueling stations at key intervals along state and federal highway corridors to support interurban, interstate, and interregional travel for clean alternative fuel vehicles. Funds may be used as match to leverage federal funds for the sole purpose of installing, maintaining, and operating electric vehicle charging and hydrogen refueling infrastructure.

### **WAC 468-602-020 Definitions**

**Bidder:** Nonprofit organizations and government agencies including, but not limited to, federal, state and local public agencies such as cities, counties, municipal corporations, special purpose districts, tribes, ports, air quality districts, public utility districts, transit systems, and regional organizations serving areas adjacent to highway corridors.

**Clean alternative fuel vehicles:** Vehicles that are powered by electricity including plug-in electric vehicles (PEV) that are capable of drawing electricity from off-board electrical power sources and storing it in batteries and fuel cell electric vehicles (FCEV) that use renewable hydrogen to generate electricity onboard the vehicles. These vehicles are also known as zero emission vehicles (ZEV).

**Clean alternative fuel vehicle charging and refueling infrastructure:** Products or assemblies installed for the purpose of safely delivering and managing the transfer of electrical energy from an electrical source to an electric vehicle or for refueling hydrogen fuel cell vehicles. Infrastructure may include structures, machinery, and equipment necessary and integral to support an electric vehicle, including battery charging stations, rapid charging stations, battery exchange stations, storage or filling stations for renewable hydrogen intended to refuel fuel cell electric vehicles, and renewable hydrogen production facilities.

**Corridor:** A state or federal highway and interconnected streets connecting communities or destinations and serving major sources of vehicular travel within the state of Washington.

**Department:** Washington state department of transportation.

**Electric vehicles (EV):** Plug-in electric vehicles (PEV) that are recharged from the electrical grid including battery electric vehicles (BEV) that run entirely on electricity and plug-in hybrid electric vehicles (PHEV) that run partially on electricity.

**Fuel cell electric vehicles (FCEV):** Vehicles that run on electricity produced from an onboard fuel cell using hydrogen and that emit zero tailpipe emissions except for warm air and water vapor.

**Eligible project or project:** The installation of one or more clean alternative fuel vehicle charging or refueling stations along a corridor within the state of Washington. Projects may include upgrades and improvements that expand access to existing charging or refueling sites.

**Indirect value:** Benefits of the project that may accrue to project participants other than for the use of the equipment.

**Industry standard electric vehicle charging equipment:** Nonproprietary electric vehicle supply equipment (EVSE) that meets the common standards used for most mass-produced makes and models of plug-in electric vehicles sold in North America including, but not limited to, CHAdeMO, SAE CCS, and SAE J1772.

**Industry standard hydrogen fuel cell vehicle refueling equipment:** Equipment and infrastructure that is designed, installed, and maintained as required by the existing recognized national codes and standards for refueling hydrogen fuel cell vehicles.

**Nationally recognized interval targets:** Meets or exceeds criteria provided by the Federal Highway Administration Alternative Fuel Corridors designation program for corridor-ready infrastructure coverage including the number of miles between one station/site and the next along the corridor and the proximity to the highway.

**Owner-operator:** An entity involved in installing, operating, and maintaining charging and/or refueling equipment including, but not limited to, dedicated clean alternative fuel vehicle charging and refueling service companies, equipment manufacturers, property owners serving as site hosts, automakers, electric utilities, electricity generators, and state and local governments.

**Private sector partner:** An entity contributing to the project who stands to gain indirect value from development of the project including, but not limited to, a motor vehicle manufacturer, retail store, nonprofit organization, electric utility, renewable hydrogen producer, or tourism stakeholder.

**Profitable and sustainable:** Yielding profit or financial gain after the initial project investment and the financial ability to maintain the equipment over time. Projects that strongly demonstrate their financial sustainability within a five-year performance period may be prioritized.

**Project:** Deployment of publicly accessible clean alternative fuel vehicle charging and refueling stations at one or more accessible locations along a corridor.

**Renewable hydrogen:** Hydrogen produced using renewable resources (such as water, wind, and solar energy) both as the source for hydrogen and as the source for energy input into the production process.

**Vulnerable populations:** Communities that experience a disproportionate cumulative risk from environmental burdens due to adverse socioeconomic factors, including unemployment, high housing and transportation costs relative to income, access to food and health care, and linguistic isolation and of sensitivity factors, such as low birth weight and higher rates of hospitalization.

**Zero emission vehicles (ZEV):** Vehicles that do not produce tailpipe pollution or that generate fewer emissions than gas-powered cars including battery electric vehicles, plug-in hybrid electric vehicles, and hydrogen fuel cell vehicles.

### **WAC 468-602-030 Priority corridors**

The department shall define the corridors within which bidders may propose to install electric vehicle charging and hydrogen refueling infrastructure. Priority corridors for electric vehicle charging infrastructure include Interstate 5, Interstate 82, Interstate 90, Interstate 405, U.S. Route 2, U.S. Route 12, U.S. Route 101, U.S. Route 395, and roadways connecting midsize communities and major tourist destinations. Priority corridors for hydrogen fueling stations include, but are not limited to, Interstate 5, Interstate 82, Interstate 90, U.S. Route 2, U.S. Route 97, State Route 7, and State Route 167. These priority corridors may be updated over time and bidders may propose other corridors for consideration.

The department believes having publicly accessible electric vehicle fast chargers and hydrogen refueling stations in regular intervals along corridors will provide the basic network necessary to enable alternative fuel vehicle travel between communities. The department further recognizes that an effective corridor requires redundancy and fault tolerance, especially in high-use areas. Bidders are encouraged to submit proposals that clearly meet nationally recognized interval targets by fuel type. The department supports upgrades and improvements that expand driver access to existing charging and refueling sites and/or that add capacity/redundancy in congested, high-volume areas for a more robust, dependable charging network. Bidders must explain how their project will lead to the eventual build out of the corridor, and/or planned infrastructure along the corridor.

A bidder may submit a proposal for a project in a corridor that is not listed above as a priority corridor. The department will consider such proposals under the following guidelines:

- Must meet the requirements listed in WAC 468-602-040.

- Must provide supporting evidence that stations will be located where the charging or hydrogen refueling services are currently in demand and are expected to continue to be in demand in the future by alternative fuel vehicle drivers.

### **WAC 468-602-040 Project requirements**

Projects shall provide safe, convenient, cost-competitive, reliable, and easy access for drivers to recharge mass-produced electric vehicles or refuel hydrogen fuel cell vehicles with industry standard equipment. Projects shall address gaps in the state's low-carbon transportation infrastructure which may include expanding the network of infrastructure geographically along underserved roadways, upgrading existing stations with equipment that is compatible with more makes and models of alternative fuel vehicles, and adding stations in high-usage areas to provide fault tolerance and redundancy. The department may prioritize projects located in or benefiting vulnerable populations and highly impacted communities. The department shall ensure projects meet the following requirements:

- (1) Bidders must have private sector partners contributing to the project who stand to gain indirect value from development of the project including, but not limited to, motor vehicle manufacturers, dealerships, retail stores, utilities, economic developers, and tourism stakeholders;
- (2) Bidders must demonstrate that the proposed project will be valuable to alternative fuel vehicle drivers and will address a gap in the state's low carbon transportation infrastructure;
- (3) Projects must be expected to be profitable and sustainable over time for the owner-operator and/or the private sector partner, inclusive of indirect value gained;
- (4) Bidders must specify how the project captures the indirect value of station deployment to the private sector partner;
- (5) Bidders and their private sector partners must agree to operate and maintain the stations for at least five years and must meet the requirements in the department's solicitation materials for equipment offerings, interoperability standards, station operations and uptime, public access, payment options, customer service, signage, and period of performance; and
- (6) Bidders and their private sector partners can reinvest any proceeds from ongoing operations to upgrade equipment and expand the site to accommodate higher utilization rates in the future.

### **WAC 468-602-050 Selection process**

The selection process shall comply with all applicable state laws and policies that govern the department. Solicitations will include, but are not limited to, the following steps:

- Appointment of a procurement coordinator;
- A schedule of procurement activities;
- Bidder question and answer period;

- Public notification of apparently successful bidder;
- An optional bidder debrief; and
- Complaint and protest procedures.

The department may award only one grant or loan per project from the electric vehicle infrastructure account.