

**APPENDIX D-4**  
**Beneficiary Eligible Mitigation Action Certification**

**BENEFICIARY ELIGIBLE MITIGATION ACTION CERTIFICATION**

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Beneficiary \_\_\_\_\_

Lead Agency Authorized to Act on Behalf of the Beneficiary \_\_\_\_\_  
*(Any authorized person with delegation of such authority to direct the Trustee delivered to the Trustee pursuant to a Delegation of Authority and Certificate of Incumbency)*

<b>Action Title:</b>	
<b>Beneficiary's Project ID:</b>	
<b>Funding Request No.</b>	<i>(sequential)</i>
<b>Request Type:</b> (select one or more)	<input type="checkbox"/> Reimbursement <span style="margin-left: 200px;"><input type="checkbox"/> Advance</span> <input type="checkbox"/> Other (specify): _____
<b>Payment to be made to:</b> (select one or more)	<input type="checkbox"/> Beneficiary <input type="checkbox"/> Other (specify): _____
<b>Funding Request &amp; Direction (Attachment A)</b>	<input type="checkbox"/> Attached to this Certification <input type="checkbox"/> To be Provided Separately

**SUMMARY**

<b>Eligible Mitigation Action</b> <input type="checkbox"/> Appendix D-2 item (specify): _____ <b>Action Type</b> <input type="checkbox"/> Item 10 - DERA Option (5.2.12) (specify and attach DERA Proposal): _____
<b>Explanation of how funding request fits into Beneficiary's Mitigation Plan (5.2.1):</b>
<b>Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2):</b>
<b>Estimate of Anticipated NOx Reductions (5.2.3):</b>
<b>Identification of Governmental Entity Responsible for Reviewing and Auditing Expenditures of Eligible Mitigation Action Funds to Ensure Compliance with Applicable Law (5.2.7.1):</b>
<b>Describe how the Beneficiary will make documentation publicly available (5.2.7.2).</b>
<b>Describe any cost share requirement to be placed on each NOx source proposed to be mitigated (5.2.8).</b>
<b>Describe how the Beneficiary complied with subparagraph 4.2.8, related to notice to U.S. Government Agencies (5.2.9).</b>

If applicable, describe how the mitigation action will mitigate the impacts of NOx emissions on communities that have historically borne a disproportionate share of the adverse impacts of such emissions (5.2.10).

**ATTACHMENTS**  
(CHECK BOX IF ATTACHED)

- Attachment A Funding Request and Direction.
- Attachment B Eligible Mitigation Action Management Plan Including Detailed Budget and Implementation and Expenditures Timeline (5.2.4).
- Attachment C Detailed Plan for Reporting on Eligible Mitigation Action Implementation (5.2.11).
- Attachment D Detailed cost estimates from selected or potential vendors for each proposed expenditure exceeding \$25,000 (5.2.6). [Attach only if project involves vendor expenditures exceeding \$25,000.]
- Attachment E DERA Option (5.2.12). [Attach only if using DERA option.]
- Attachment F Attachment specifying amount of requested funding to be debited against each beneficiary's allocation (5.2.13). [Attach only if this is a joint application involving multiple beneficiaries.]

**CERTIFICATIONS**

By submitting this application, the Lead Agency makes the following certifications:

1. This application is submitted on behalf of Beneficiary \_\_\_\_\_, and the person executing this certification has authority to make this certification on behalf of the Lead Agency and Beneficiary, pursuant to the Certification for Beneficiary Status filed with the Court.
2. Beneficiary requests and directs that the Trustee make the payments described in this application and Attachment A to this Form.
3. This application contains all information and certifications required by Paragraph 5.2 of the Trust Agreement, and the Trustee may rely on this application, Attachment A, and related certifications in making disbursements of trust funds for the aforementioned Project ID.
4. Any vendors were or will be selected in accordance with a jurisdiction's public contracting law as applicable. (5.2.5)
5. Beneficiary will maintain and make publicly available all documentation submitted in

**support of this funding request and all records supporting all expenditures of eligible mitigation action funds subject to applicable laws governing the publication of confidential business information and personally identifiable information. (5.2.7.2)**

**DATED:** \_\_\_\_\_



\_\_\_\_\_  
**Lisa Borin Ogden**  
**Deputy Secretary**

\_\_\_\_\_  
**[LEAD AGENCY]**

**for**

\_\_\_\_\_  
**[BENEFICIARY]**

# ATTACHMENT 1

## Appendix D-4: Supplemental Information

Beneficiary Eligible Mitigation Action Certification

Beneficiary: State of Delaware, Department of Natural Resources and Environmental Control

Funding Request 4 – Light-duty ZEV Supply Equipment

### **Explanation of how funding requests fits into Beneficiary’s Mitigation Plan (5.2.1):**

This project falls under the Status Update of Phase 4 on pages 19 and 20 of Delaware’s Beneficiary Mitigation plan. This phase utilizes the full 15% allowed under the Volkswagen Consent Decree. Utilizing Mitigation Trust funds for the installation of fast-charging electric vehicle supply equipment encourages adoption of the use of electric vehicles (EV) in Delaware. EVs do not produce any direct tailpipe emissions which will assist in alleviating excess nitrogen oxide emissions caused by the Volkswagen violations. Widespread adoption of EVs maximizes air quality benefits, particularly in historically disadvantaged communities, by reducing particulate emissions, greenhouse gas emissions and the carcinogens associated with diesel exhaust.

### **Detailed Description of Mitigation Action Item Including Community and Air Benefits (5.2.2):**

The projects involve the installation of DC fast electric vehicle charging stations around Delaware along major highways and corridors. This infrastructure will continue to encourage widespread adoption of EVs, which do not have any tailpipe emissions. Widespread adoption of EVs maximizes air quality benefits, particularly in historically disadvantaged communities, by reducing particulate emissions, greenhouse gas emissions and the carcinogens associated with diesel exhaust.

### **Estimate of Anticipated NOx Reductions (5.2.3):**

Delaware will not quantify NOx reductions at this time as this information is dependent upon the consumer adoption of electric vehicles. However, Delaware will collect charger utilization data, which will be used to calculate in-use NOx reductions.

### **Describe how the Beneficiary will make documentation public available (5.2.7.2)**

The Department of Natural Resources and Environmental Control (DNREC) in the State of Delaware is committed to maintaining and making publicly available all documentation submitted in support of the funding requests and all records supporting all expenditures of Eligible Mitigation Action funds.

The public will be able to view funding requests on the DNREC website. DNREC will maintain these records on the Volkswagen (VW) Environmental Mitigation Trust Fund specific webpage. The webpage is designed to support public access and limit burden for the general public. The webpage can currently be found at <https://dnrec.alpha.delaware.gov/air/mobile-sources/vwmitigation->

plan/.

DNREC has also created an electronic listserv. The Listserv is open to the public, used to communicate news, events, and information related the Environmental Mitigation Trust Fund. The listserv is advertised through the website and at public events related to the Volkswagen Environmental Mitigation Fund.

**Describe any cost share requirement to be placed on each NOx source proposed to be mitigated (5.2.8)**

Public DC Fast Charging Installation Grant Program: For selected, eligible projects, the program will provide 75% of the eligible costs to purchase, install, operate and maintain DCFC infrastructure that will be located in areas of the state that lacked fast charging options and will be available to the public. This program will not support the purchase or rental of real estate, other capital costs (e.g. construction of buildings or parking areas) or general maintenance other than of the EV charging infrastructure. Program participants will be required to provide at least 25% of the total project cost through direct or in-kind cost share. This program will require selected projects to install at least two DC fast charging stations at each location. Each station must provide a minimum of 50kWh per station without power sharing. Grant recipients are responsible for locating suitable host sites, purchasing, installing owning, operating and maintaining program-funded fast charging equipment for a period of no less than five years.

**Describe how the Beneficiary compiled the subparagraph 4.2.8, related to notice to U.S. Government Agencies (5.2.9)**

The Delaware Department of Natural Resources and Environmental Control sent emails to the representative from the U.S. Department of the Interior and the U.S. Department of Agriculture listed in subparagraph 4.2.8 of the State Trust Agreement on February 19, 2018.

**If applicable, describe how the mitigation action will mitigate the impacts of NOx emissions on communities that have historically borne a disproportionate share of the adverse impacts of such emissions (5.2.10).**

Delaware will use the funding available through the Volkswagen Settlement to help facilitate a statewide electric vehicle charging network. DNREC anticipates that increased adoption of electric vehicles by Delawareans as a result of the increase in infrastructure availability will result in air quality benefits for Delaware communities including those communities that have borne a disproportionate share of the adverse impacts of NOx emissions from Volkswagen vehicles subject to the settlement and areas with historically high ozone and fine particulate matter concentrations.

# Attachment B – 5.2.4

## Project Timeline

Milestone	Date
DNREC Publishes Request for Proposals (DCFC Projects)	November 2021
Request for Proposals Closing – Application deadline	April 2022
DNREC selects potential grant recipients from eligible application pool	May – June 2022
DNREC begins contracting phase with selected vendors	July 2022-current
DNREC submits Funding Request to Trustee – Appendix D-4: Beneficiary Eligible Action Certification including Attachments	
Trustee Acknowledges Receipt of Funding Request	
Grant agreements signed with selected vendors	FY2023, Q2-Q3
Project completion dates	Varies by project. Within 2-years after grant agreement is executed

This funding request is for the maximum 15% allowable for the Light-Duty Zero Emission Vehicle Supply Equipment (\$1,451,502.44). Through a competitive RFP process, DNREC has selected 14 DC Fast Charging station projects to fund under the grant funding opportunity and will exhaust the allowable 15% for ZEV supply equipment. Grant awardees will receive reimbursement of up to 75% of the total cost of equipment and installation of the DC fast charging stations. Attachment D (5.2.6) provides a total cost breakdown for each funded project.

# Attachment C–5.2.11

## Detailed Plan for Reporting on Eligible Mitigation Action Implementation

The Delaware Department of Natural Resources and Environmental Control (DNREC) will provide detailed reporting on this Environmental Mitigation Trust projects in the following ways:

- Timely updates to DNREC Volkswagen (VW) Environmental Mitigation Plan webpage.
- Delaware’s semiannual reporting obligations to Wilmington Trust (the “Trustee”); and
- Quarterly reports submitted to the Environmental Protection Agency (EPA).

DNREC maintains a Volkswagen (VW) Environmental Mitigation specific webpage that has been designed to support public access and limit burden for the general public. DNREC’s VW specific webpage can be found at <https://dnrec.alpha.delaware.gov/air/mobile-sources/vw-mitigation-plan/>. Timely updates to the webpage will inform the general public on each project’s status.

DNREC shall, in the next semiannual report following the Trustee’s approval of this project, describe the progress implementing this Eligible Mitigation Action that will include a summary of all costs expended on the Eligible Mitigation Action through the reporting date per 5.3 of the Environmental Mitigation Trust Agreement for State Beneficiaries. The report will also include a complete description of the status, development, implementation (including project schedule and milestone updates), and any modification to this Eligible Mitigation Action.



# ATTACHMENT D (5.2.6) – Detailed cost estimates for expenditures over \$25,000

Table of DC Fast Charging Station Costs by Project

Grant Applicant/Location	Number of Stations	Cost of each DCFC station	Total Cost of DCFC Stations
City of Milford-Milford, DE	2	\$46,565	\$93,130
GPM Investments-New Castle, DE	2	\$45,065	\$90,130
EVGo -Claymont and Newark, DE	5	\$71,771	\$358,856
Blink-Multiple DE locations	6	\$73,149	\$438,894
Universal EV, Inc.- Multiple DE locations	14	\$53,825	\$753,550
<b>Total</b>	<b>29</b>	<b>\$290,375</b>	<b>\$1,734,560</b>

Table of Combined Projects and Cost Share Breakdown

Grant Applicant/Location	Number of Stations	Requested Eligible Project Costs	Awarded Eligible Project Costs	Grant %
City of Milford-Milford, DE	2	\$172,428	\$129,321	75%
GPM Investments-New Castle, DE	2	\$272,776	\$204,582	75%
EVGo -Claymont and Newark, DE	5	\$849,126	\$358,856	42% (Vendor did not request full 75%)
Blink-Multiple DE locations	6	\$679,734.30	\$479,800.75	75%
Universal EV, Inc.- Multiple DE locations	14	\$1,039,500	\$779,625	75%
<b>TOTAL</b>	<b>29</b>	<b>\$2,841,136.30</b>	<b>\$1,822,863.75</b>	
Amount from Trust		<b>\$1,451,502.44</b> (74% of total eligible costs)		
State Match		<b>\$371,361.31</b> (26% cost share)		

The total grant amount exceeds the maximum amount of \$1,451,502.44. DNREC will provide the remaining cost share of 26% through the Regional Greenhouse Gas Initiative funding.

# Attachment D: 5.2.6

## City of Milford Project Cost Breakdown

### Total Project Costs

Total Budget Expenses	Description	Estimated Costs
Total Ineligible Costs	Permits for the project	\$ 4,000
Total Eligible Costs	Installation of 2 Express 250 Charging Stations,	\$ 172,428
<b>Total Costs (Total Project Costs plus Total Eligible Costs)</b>		<b>\$ 176,428</b>

### Eligible Costs

Eligible Costs	Description	Number of Each Item (if applicable)	Estimated Costs
Charging station (make and model)	ChargePoint Express 250 Station (62.5 kW) - includes Express 250 Station, 2x Power Modules, 1x CCS1 200A cable, 1x CHAdeMO cable, North America Modem/SIM, cUL and UL listed Shipping and Sales Tax	2	\$ 93,130
Payment and tracking technologies (key pads, credit card readers, etc.)	N/A - included in charging station purchase		\$ -
Electrical equipment	Estimated Utility Interconnection & Equipment	1	\$ 8,350
Electrical conduit	N/A - included in electrical equipment		\$ -
Security fencing (fencing around the station only)	N/A		\$ -
Concrete pad (concrete only)	Concrete included in construction materials, per quote provided	1	\$ -
Bollards and car stops	Construction materials including concrete	1	\$ 13,996
Other necessary equipment for the charging station	N/A		\$ -

Necessary signage (i.e. directional signage, safety and usage signage, etc.)	Onsite Signage	2	\$ 500
Labor	Construction Labor Engineering and Design Comissioning on-site validation of Power Block and Power Link	Construction Labor and Engineering and Design of 1 site Commissioning of Paired CPE250	\$ 12,804
Other	5 prepaid years of Assure for Power Block and Power Link 5 prepaid years of Enterprise Cloud Plan Paint Striping and Stenciling	1 Assure package 1 Enterprise Cloud Plan 1 purchase of Paint Striping and Stenciling materials	\$ 43,648
<b>Total Eligible Costs</b>			<b>\$ 172,428</b>

#### Ineligible Costs

Ineligible Costs	Description	Number of Each Item (if applicable)	Estimated Costs
Administration	Administrative labor		\$ 2,000
Printing and supplies	N/A	0	\$ -
Office equipment	N/A		
Acquisition of real estate property	N/A		
Travel	N/A		
Acquisition of permits	Electrical permit estimates	1	\$ 2,000
Landscaping	N/A		
Renewable energy infrastructure (solar,	N/A		
<b>Total Ineligible Costs</b>			<b>\$ 4,000</b>

# Attachment D: 5.2.6

## GPM Investments Cost Breakdown

### Total Project Costs

Total Budget Expenses	Description	Estimated Costs
Total Ineligible Costs	Permits for the project	\$ 2,100
Total Eligible Costs	Installation of 2 Express 250 Charging Stations,	\$ 272,776
<b>Total Costs (Total Project Costs plus Total Eligible Costs)</b>		<b>\$ 274,876</b>

### Eligible Costs

Eligible Costs	Description	Number of Each Item (if applicable)	Estimated Costs
Charging station (make and model)	ChargePoint Express 250 Station (62.5 kW) - includes Express 250 Station, 2x Power Modules, 1x CCS1 200A cable, 1x CHAdeMO cable, North America Modem/SIM, cUL and UL listed Shipping	2	\$ 90,130
Payment and tracking technologies (key pads, credit card readers, etc.)	N/A - included in charging station purchase		\$ -
Electrical equipment	Electrical Equipment: Panel, Circuits, conduit, wire	1	\$ 25,300
Electrical conduit	NA - Included in Electrical Equipment	1	\$ -
Security fencing (fencing around the station only)	N/A		\$ -
Concrete pad (concrete only)	Concrete	2	\$ 6,000
Bollards and car stops	Bollards and car stops	2	\$ 3,000
Other necessary equipment for the charging station	Estimated Utility Interconnection & Equipment		\$ 30,000

Necessary signage (i.e. directional signage, safety and usage signage, etc.)	Onsite Signage & Charger Branding	2	\$ 1,600
Labor	Engineering & Design Construction Labor Comissioning on-site validation & Activation	Construction Labor and Engineering and Design of 1 site Commissioning of Paired CPE250 Activation of Paired CPE250	\$ 73,498
Other	5 prepaid years of Assure 5 prepaid years of Enterprise Cloud Plan Paint Striping and Stenciling	2 Assure package 2 Enterprise Cloud Plan	\$ 43,248
<b>Total Eligible Costs</b>			<b>\$ 272,776</b>

#### Ineligible Costs

Ineligible Costs	Description	Number of Each Item (if applicable)	Estimated Costs
Administration	NA		\$ -
Printing and supplies	N/A	0	\$ -
Office equipment	N/A		
Acquisition of real estate property	N/A		
Travel	N/A		
Acquisition of permits	Electrical permit estimates	1	\$ 2,100
Landscaping	N/A		
Renewable energy infrastructure (solar, wind, geothermal, etc.)	N/A		
<b>Total Ineligible Costs</b>			<b>\$ 2,100</b>

# Attachment D: 5.2.6

## EVgo Project Cost Breakdown

### EVgo, EVgo Delaware DCFC, Wawa Claymont #0854, Project Budget

Please be as detailed as possible when completing your budget. If additional space is needed, please label pages in your application package "<Title of Project>, Project Budget".

The applicant is responsible for detailing the proposed budget associated with the project. This includes "eligible costs" which includes the equipment necessary for the project and the "ineligible costs" which includes the other expenses related to the project.

Total project costs, including eligible and ineligible costs, associated with the entire project. See Section 3 "Definitions" under the Grant RFP for this project for additional information.

Eligible Costs are those costs that qualify for funding under this RFP grant announcement. See page 3 "Eligible Costs" under the Grant RFP for this project for additional information.

Ineligible costs are those costs that do not qualify for funding under this grant announcement. See page 3 "Ineligible Costs" under the Grant RFP for this project for additional information.

**Note: EVgo is only requesting \$179,428.00 in funding to offset the cost of purchasing charging equipment.**

#### Total Project Costs

Total Budget Expenses	Description	Estimated Cost
Total Ineligible Costs		\$51,000.00
Total Eligible Costs	EVgo is only requesting \$179,428.00	\$424,563.00
<b>Total Costs (Total Project Costs plus Total Eligible Costs)</b>		\$475,563.00

#### Eligible Costs

Eligible Costs	Description	Number of Each Item (if applicable)	Estimated Costs
Charging station (make and model)	<b>EVgo is only requesting reimbursement for the cost of the charging equipment (\$179,428.00). The State clarified this is allowable in the RFP Questions and Answers. Delta High Power 350 kW (1) and Delta City 100 kW (2).</b>	4	\$179,428.00
Payment and tracking technologies (key pads, credit card readers, etc.)	Included with charging equipment.	0	0
Electrical equipment	Switchgear. EVgo is not requesting funding for this line item.	1	\$44,750.00
Electrical conduit	Conduit for chargers and electrical equipment. EVgo is not requesting funding for this line item.		\$1,655.00
Security fencing (fencing around the station only)	Fencing and walls around the station. EVgo is not requesting funding for this line item.		\$5,000.00

Concrete pad (concrete only)	Pads for chargers and electrical equipment. EVgo is not requesting funding for this line item.		\$5,000.00
Bollards and car stops	Bollards for charging units. EVgo is not requesting funding for this line item.	12	\$12,250.00
Other necessary equipment for the charging station	Electrical wire. EVgo is not requesting funding for this line item.	1	\$41,981.00
Necessary signage (i.e. directional signage, safety and usage signage, etc.)	Directional and EV charging only signage and EV charging striping for parking spaces. EVgo is not requesting funding for this line item.	6	\$7,000.00
Labor	Trenching and boring, electrical labor, charger installation. EVgo is not requesting funding for this line item.		\$77,088.00
Utility Upgrade Costs	Cost of having the utility upgrades necessary to support fast charging infrastructure. EVgo is not requesting funding for this line item.		\$50,411.00
<b>Total Eligible Costs</b>			\$424,563.00

#### Ineligible Costs

Ineligible Costs	Description	Number of Each Item (if applicable)	Estimated Costs
Administration	EVgo project management		\$10,000.00
Printing and supplies			
Office equipment			
Acquisition of real estate property			
Travel			
Acquisition of permits	Permits to construct site		\$10,000.00
Landscaping	Landscaping to restore site to original condition.		\$10,000.00
Renewable energy infrastructure (solar, wind, geothermal, etc.)	Not calculated as part of site construction costs- EVgo records this as an operating expense.		
Site Design and Engineering			\$21,000.00
<b>Total Ineligible Costs</b>			\$51,000.00

## EVgo, EVgo Delaware DCFC, ShopRite Wakefern #538, Project Budget

Please be as detailed as possible when completing your budget. If additional space is needed, please label pages in your application package "<Title of Project>, Project Budget".

The applicant is responsible for detailing the proposed budget associated with the project. This includes "eligible costs" which includes the equipment necessary for the project and the "ineligible costs" which includes the other expenses related to the project.

Total project costs, including eligible and ineligible costs, associated with the entire project. See Section 3 "Definitions" under the Grant RFP for this project for additional information.

Eligible Costs are those costs that qualify for funding under this RFP grant announcement. See page 3 "Eligible Costs" under the Grant RFP for this project for additional information.

Ineligible costs are those costs that do not qualify for funding under this grant announcement. See page 3 "Ineligible Costs" under the Grant RFP for this project for additional information.

**Note: EVgo is only requesting \$179,428.00 in funding to offset the cost of purchasing charging equipment.**

### Total Project Costs

Total Budget Expenses	Description	Estimated Cost
Total Ineligible Costs		\$46,000.00
Total Eligible Costs	EVgo is only requesting \$179,428.00	\$392,580.00
<b>Total Costs (Total Project Costs plus Total Eligible Costs)</b>		\$438,580.00

### Eligible Costs

Eligible Costs	Description	Number of Each Item (if applicable)	Estimated Costs
Charging station (make and model)	<b>EVgo is only requesting reimbursement for the cost of the charging equipment (\$179,428.00). The State clarified this is allowable in the RFP Questions and Answers.</b> Delta High Power 350 kW and Delta City 100 kW.	3	\$179,428.00
Payment and tracking technologies (key pads, credit card readers, etc.)	Included with charging equipment.	0	0
Electrical equipment	Switchgear. EVgo is not requesting funding for this line item.	1	\$44,750.00
Electrical conduit	Conduit for chargers and electrical equipment. EVgo is not requesting funding for this line item.		\$750.00
Security fencing (fencing around the station only)	Fencing and walls around the station. EVgo is not requesting funding for this line item.		\$5,000.00



Concrete pad (concrete only)	Pads for chargers and electrical equipment. EVgo is not requesting funding for this line item.		\$5,000.00
Bollards and car stops	Bollards for charging units. EVgo is not requesting funding for this line item.	12	\$12,250.00
Other necessary equipment for the charging station	Electrical wire. EVgo is not requesting funding for this line item.	1	\$10,750.00
Necessary signage (i.e. directional signage, safety and usage signage, etc.)	Directional and EV charging only signage and EV charging striping for parking spaces. EVgo is not requesting funding for this line item.	6	\$7,000.00
Labor	Trenching and boring, electrical labor, charger installation. EVgo is not requesting funding for this line item.		\$82,100.00
Utility Upgrade Costs	Cost of having the utility upgrades necessary to support fast charging infrastructure. EVgo is not requesting funding for this line item.		\$45,552.00
<b>Total Eligible Costs</b>			\$392,580.00

#### Ineligible Costs

Ineligible Costs	Description	Number of Each Item (if applicable)	Estimated Costs
Administration	EVgo project management		\$10,000.00
Printing and supplies			
Office equipment			
Acquisition of real estate property			
Travel			
Acquisition of permits	Permits to construct site		\$10,000.00
Landscaping	Landscaping to restore site to original condition.		\$5,000.00
Renewable energy infrastructure (solar, wind, geothermal, etc.)	Not calculated as part of site construction costs- EVgo records this as an operating expense.		
Site Design and Engineering			\$21,000.00
<b>Total Ineligible Costs</b>			\$46,000.00


# Attachment D: 5.2.6

## Blink Project Cost Breakdown



### Blink Pricing

Total Project Cost				
Location	# of Chargers	DCFC Cost	DCFC Cost Per Site	Installation Cost Per Site
Royal Farms: Smyrna	2	\$ 73,149.05	\$ 146,298.10	\$ 127,200.00
Royal Farms: Dover	2	\$ 73,149.05	\$ 146,298.10	\$ 127,200.00
Royal Farms: Milford	2	\$ 73,149.05	\$ 146,298.10	\$ 127,200.00
Royal Farms: Georgetown	2	\$ 73,149.05	\$ 146,298.10	\$ 127,200.00
Royal Farms: Laurel	2	\$ 73,149.05	\$ 146,298.10	\$ 127,200.00
Arby's: Lewes	2	\$ 73,149.05	\$ 146,298.10	\$ 80,280.00
Arby's: Millsboro	2	\$ 73,149.05	\$ 146,298.10	\$ 80,280.00
Gulf (Pep-Up): Bethany Beach	2	\$ 73,149.05	\$ 146,298.10	\$ 80,280.00
			\$ 1,170,384.80	\$ 876,840.00
			<b>Project Total:</b>	<b>\$ 2,047,224.80</b>

Level 3 DC Fast Charging Stations 480VAC, 3-phase		Model Codes
	<p><b>Blink - Tellus 180kW DCFC</b> – 500 Amps / 1000 V Ped, CCS1 13 ft. cable + CHAdeMO 16 ft. cable; simultaneous charging; RFID reader; 7" touch LCD.</p> <p><b>PRICE: \$73,149.05</b> plus shipping</p> <p>2-year parts warranty included. Extended Warranty including parts &amp; labor – <b>3yr \$6,799/5-yr \$12,999/7-yr \$19,299</b></p> <p><b>Blink Network Fee: \$216 annually</b></p>	<p><b>180kW</b> <b>01-0506</b></p>
	<p><b>Cord Management for Blink - Tellus 60-180kW DCFCs</b></p> <p>Cable Management (Cord Retractor - DC Fast Charger)</p> <p><b>PRICE: \$1,199</b> plus shipping</p> <p>2-year parts warranty included. Extended Warranty including parts &amp; labor – <b>3yr \$179/5-yr \$399/7-yr \$699</b></p>	

**Blink Project Budget Sheet - each project is the same cost so only one project budget included.**

STATE OF DELAWARE  
DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL

**Appendix D. PROJECT BUDGET**

Please be as detailed as possible when completing your budget. If additional space is needed, please label pages in your application package "<Title of Project>, Project Budget".

The applicant is responsible for detailing the proposed budget associated with the project. This includes "eligible costs" which includes the equipment necessary for the project and the "ineligible costs" which includes the other expenses related to the project.

Total project costs, including eligible and ineligible costs, associated with the entire project. See Section 3 "Definitions" under the Grant RFP for this project for additional information.

Eligible Costs are those costs that qualify for funding under this RFP grant announcement. See page 3 "Eligible Costs" under the Grant RFP for this project for additional information.

Ineligible costs are those costs that do not qualify for funding under this grant announcement. See page 3 "Ineligible Costs" under the Grant RFP for this project for additional information.

**Total Project Costs**

<b>Total Budget Expenses</b>	<b>Description</b>	<b>Estimated Cost</b>
Total Ineligible Costs		
Total Eligible Costs		
<b>Total Costs (Total Project Costs plus Total Eligible Costs)</b>		

**Eligible Costs**

<b>Eligible Costs</b>	<b>Description</b>	<b>Number of Each Item (if applicable)</b>	<b>Estimated Costs</b>
Charging station (make and model)			
Payment and tracking technologies (key pads, credit card readers, etc.)			
Electrical equipment			\$36,300.00
Electrical conduit			\$5,400.00
Security fencing (fencing around the station only)			\$500.00

STATE OF DELAWARE  
DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL

Concrete pad (concrete only)			\$12,960.00
Bollards and car stops			\$1,200.00
Other necessary equipment for the charging station			\$6,500.00
Necessary signage (i.e. directional signage, safety and usage signage, etc.)			
Labor			\$17,420.00
Other			
<b>Total Eligible Costs</b>			

**Ineligible Costs**

Ineligible Costs	Description	Number of Each Item (if applicable)	Estimated Costs
Administration			
Printing and supplies			
Office equipment			
Acquisition of real estate property			
Travel			
Acquisition of permits			
Landscaping			
Renewable energy infrastructure (solar, wind, geothermal, etc.)			
(add rows as necessary)			
<b>Total Ineligible Costs</b>			

# Attachment D: 5.2.6

Universal EV, Inc. Project Cost Breakdown



305 Spring Creek Parkway, Suite 100B  
Plano, TX 75023

Call Us: 1(866)350-2738

Project Title: 004\_DCFC\_Holiday Inn Express & Suites  
Applicant name: Universal EV INC  
RFP #: NAT21001-DCCE\_DCFC  
Document #: 004\_DCFC\_Holiday Inn Express & Suites

STATE OF DELAWARE  
DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL

## PROJECT BUDGET

Please be as detailed as possible when completing your budget. If additional space is needed, please label pages in your application package "<Title of Project>, Project Budget".

The applicant is responsible for detailing the proposed budget associated with the project. This includes "eligible costs" which includes the equipment necessary for the project and the "ineligible costs" which includes the other expenses related to the project.

Total project costs, including eligible and ineligible costs, associated with the entire project. See Section 3 "Definitions" under the Grant RFP for this project for additional information.

Eligible Costs are those costs that qualify for funding under this RFP grant announcement. See page 3 "Eligible Costs" under the Grant RFP for this project for additional information.

Ineligible costs are those costs that do not qualify for funding under this grant announcement. See page 3 "Ineligible Costs" under the Grant RFP for this project for additional information.

### Total Project Costs

Total Budget Expenses	Description	Estimated Cost
Total Ineligible Costs	All ineligible costs described below	\$14,600
Total Eligible Costs	All eligible costs described below	\$148,500
<b>Total Costs (Total Project Costs Plus Total Eligible Costs)</b>		<b>\$163,100</b>

### Eligible Costs

Eligible Costs	Description	Number of Each Item (if applicable)	Estimated Costs
Charging station (make and model)	Tellus power green 160 KW (Dual Port) Model no: TP5-160-480	2 * 53,825	\$107,650

Project Title: 004\_DCFC\_Holiday Inn Express & Suites  
 Applicant name: Universal EV INC  
 RFP #: NAT21001-DCCE\_DCFC  
 Document #: 004\_DCFC\_Holiday Inn Express & Suites

STATE OF DELAWARE  
 DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL

Payment and tracking technologies (keypads, credit card readers, etc.)	Networking costs, \$20 per port per month (5 Years)	\$20 * 4 ports * 60 months	\$4,800
Electrical equipment	Electrical upgrades (Switchboards, transformers)	N/A	\$15,000
Electrical conduit	Conduit from main electric room to charging station location (Includes trenching and labor)	N/A	\$4,000
Security fencing (fencing around the station only)	NO FENCING	N/A	N/A

Project Title: 004\_DCFC\_Holiday Inn Express & Suites  
Applicant name: Universal EV INC  
RFP #: NAT21001-DCCE\_DCFC  
Document #: 004\_DCFC\_Holiday Inn Express & Suites

STATE OF DELAWARE  
DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL

Concrete pad (concrete only)	Concrete pads for 6 charging stations and transformer	1	\$3,250
Bollards and car stop	Two bollards per charging station	4* \$750	\$3,000
Other necessary equipment for the charging station	Nayax Credit card reader	2* \$550	\$1,100
Necessary signage (i.e., directional signage, safety and usage signage, etc.)	Signage boards, poles and parking strip	N/A	\$3,450
Labor	Installation and commissioning	N/A	\$6,250
Other			
<b>Total Eligible Costs</b>			<b>\$148,500</b>

**Ineligible Costs**

Ineligible Costs	Description	Number of Each Item (if applicable)	Estimated Costs
Administration	Site and electrical designs	N/A	\$1250
Printing and supplies	Application and site design prints	N/A	\$1,100
Office equipment	Stationery supplies	N/A	\$500
Acquisition of real estate property	N/A	N/A	N/A
Travel	Staff travel	N/A	\$8000
Acquisition of permits	Permit fee	N/A	\$2500

Project Title: 004\_DCFC\_Holiday Inn Express & Suites  
 Applicant name: Universal EV INC  
 RFP #: NAT21001-DCCE\_DCFC  
 Document #: 004\_DCFC\_Holiday Inn Express & Suites

STATE OF DELAWARE  
 DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL

Landscaping	Site survey and evaluation	N/A	\$1250
Renewable energy infrastructure (solar, wind, geothermal, etc.)	N/A	N/A	N/A
(Add rows as necessary)			
<b>Total Ineligible Costs</b>			\$14,600



Project Title: 004\_DCFC\_Holiday Inn Express & Suites  
 Applicant name: Universal EV INC  
 RFP #: NAT21001-DCCE\_DCFC  
 Document #: 004\_DCFC\_Holiday Inn Express & Suites

STATE OF DELAWARE  
 DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL

Budget Narrative:

Objective: Installing two 160KW DCFC charging station

Based upon all the costs mentioned in project budget, the total project cost is:

Eligible expenses + Ineligible Expenses = Total Project Cost

$$\$148,500 + \$14,600 = \$163,100$$

Proposed structure for funding: After identifying the expenses involved in the project, we have derived following cost sharing structure to secure funds for the project.

After the analysis from finance team, Universal EV will bear 25% of total project eligible costs along with ineligible expenses towards the execution while we will be requesting 75% of total eligible project costs from department of natural resources and environmental control under their bid solicitation # NAT21001-DCCE\_DCFC

Funding sources for Universal EV INC will be, internal funds sponsored by company for their mission of developing extensive EV Charging network in North America.

Funding Source	Amount
Universal EV LLC (Internal Funds)	\$51,725
GRANT PROGRAM	\$111,375
Total project costs	\$163,100

Project Title: 005\_DCFC\_Quality Inn  
Applicant name: Universal EV INC  
RFP #: NAT21001-DCCE\_DCFC  
Document #: 005\_DCFC\_Quality Inn

STATE OF DELAWARE  
DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL

**PROJECT BUDGET**

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<b>Total Costs (Total Project Costs Plus Total Eligible Costs)</b>		\$163,100

**Eligible Costs**

Eligible Costs	Description	Number of Each Item (if applicable)	Estimated Costs
Charging station (make and model)	Tellus power green 160 KW (Dual Port) Model no: TP5-160-480	2 * 53,825	\$107,650

Project Title: 005\_DCFC\_Quality Inn  
 Applicant name: Universal EV INC  
 RFP #: NAT21001-DCCE\_DCFC  
 Document #: 005\_DCFC\_Quality Inn

STATE OF DELAWARE  
 DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL

Payment and tracking technologies (keypads, credit card readers, etc.)	Networking costs, \$20 per port per month (5 Years)	\$20 * 4 ports * 60 months	\$4,800
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RFP #: NAT21001-DCCE\_DCFC  
Document #: 005\_DCFC\_Quality Inn

STATE OF DELAWARE  
DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL

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Project Title: 005\_DCFC\_Quality Inn  
 Applicant name: Universal EV INC  
 RFP #: NAT21001-DCCE\_DCFC  
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STATE OF DELAWARE  
 DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL

Landscaping	Site survey and evaluation	N/A	\$1250
Renewable energy infrastructure (solar, wind, geothermal, etc.)	N/A	N/A	N/A
(Add rows as necessary)			
<b>Total Ineligible Costs</b>			\$14,600

Project Title: 005\_DCFC\_Quality Inn  
 Applicant name: Universal EV INC  
 RFP #: NAT21001-DCCE\_DCFC  
 Document #: 005\_DCFC\_Quality Inn

STATE OF DELAWARE  
 DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL

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Funding sources for Universal EV INC will be, internal funds sponsored by company for their mission of developing extensive EV Charging network in North America.

Funding Source	Amount
Universal EV LLC (Internal Funds)	\$51,725
GRANT PROGRAM	\$111,375
Total project costs	\$163,100

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES  
PUBLIC DC FAST ELECTRIC VEHICLE CHARGING STATION INSTALLATION  
ISSUED BY DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL  
CONTROL  
CONTRACT NUMBER: NAT21001-DCCE\_DCFC  
CONTRACT NAME: PUBLIC DC FAST ELECTRIC VEHICLE CHARGING STATION  
INSTALLATION**

**Contents:**

- I. Overview
  - II. Scope of Services
  - III. Required Information
  - IV. Professional Services RFP Administrative Information
  - V. Contract Terms and Conditions
  - VI. RFP Miscellaneous Information
  - VII. Attachments
- Appendix A - MINIMUM MANDATORY SUBMISSION REQUIREMENTS
- Appendix B - SCOPE OF WORK AND TECHNICAL REQUIREMENTS
- Appendix C. APPLICATION
- Appendix D. PROJECT BUDGET
- Appendix E. MAP RESOURCES

**\*\* [Ctrl+Click on the headings above will take you directly to the section.](#)**

**I. Overview**

The State of Delaware Department of Natural Resources and Environmental Control, seeks qualified recipients to distribute grant monies in affiliation with the Volkswagen Mitigation Settlement Fund. This request for proposals (“RFP”) is issued pursuant to 29 *Del. C.* §§ [6981](#) and [6982](#). All selected grant recipients shall be expected to procure all necessary professional services, construction and/or project management to fulfill the grant requirements for the installation of public direct-current (DC) fast charging stations in Delaware.

The proposed schedule of events subject to the RFP is outlined below:

- |                                   |   |
|-----------------------------------|---|
| Public Notice                     | Date: November 15, 2021                       |
| Deadline for Questions            | Date: December 6, 2021 4:00 p.m. (Local Time) |
| Response to Questions Posted by:  | Date: December 20, 2021                       |
| Deadline for Receipt of Proposals | Date: April 15, 2022 at 1:00 PM (Local Time)  |

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Estimated Notification of Award      Date: June 15, 2022

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3).

Furthermore, the transmittal letter must attest to the fact, at a minimum, that the Vendor shall not store or transfer non-public State of Delaware data outside of the United States. For technology related solicitations, Vendors may refer to the Delaware Department of Technology and Information identified terms and conditions included in this solicitation.

The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

**MANDATORY PREBID MEETING**

A mandatory pre-bid meeting has not been established for this Request for Proposal.

**II. Scope of Services**

Competitive grant funding is available to businesses, non-profit organizations, schools and universities, and government entities for design and installation of publicly accessible DC fast charging equipment in Delaware. Charging stations funded through this opportunity must be maintained and operated for public use by the grant recipient for a minimum of five (5) years.

Grant awardees can receive reimbursement of up to 75% of the total equipment and installation costs of a DC fast charging station installation project.

Proposals for public charging stations at multiple locations are accepted; however, each location should have no less than two (2) 50kW or greater DC fast charging dual-cord stations configured with no less than one (1) Society of Automotive Engineers Combined Charging System (SAE CCS) connection and no less than one (1) Charge de Move (CHAdeMO) connection. Projects funded under this grant opportunity should seek to provide DC fast charging stations for public use along highly trafficked highways and roadways. All DC fast charging stations must be networked.

**FOR FULL SCOPE OF WORK PLEASE REFER TO APPENDIX B**

**III. Required Information**

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

**A. Minimum Requirements**

1. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work.



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DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL

Prior to the execution of an award document, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required.

2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.
3. Complete all appropriate attachments and forms as identified within the RFP.
4. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the RFP, Section D, Item 7, subsection g (insurance).
5. The Vendor must provide documentation from the electric utility company that will serve each proposed DC fast charging station. The document must indicate whether adequate amperage is available and/or include a cost estimate of associated electrical upgrades if necessary.
6. Each Vendor must have or be able to secure necessary property rights, easements, rights-of-way, and access to the property for the proposed DC fast charging station. Documentation of site control (e.g., a letter of commitment, lease, or property title) must be included in the grant application
7. The location of the proposed DC fast charging stations site must be clearly outlined in the submitted application.

Please provide:

- a. A regional map showing the location of the proposed DC fast charging stations in relation to other stations and designated Federal Highway Administration Alternative Fuel EV Corridors.
  - b. A detailed site map depicting the location of the DC fast charging stations with respect to parking, site egress and ingress, buildings, etc.
  - c. GPS coordinates of the proposed stations location
8. All Vendors must include an Operations and Maintenance Plan with their application.
  9. The Vendor must demonstrate that the proposed project budget is reasonable, applicable, and eligible for funding.
  10. The Vendor and must set forth a reasonable and achievable timeline for project completion.
  11. All projects must be located in the State of Delaware.

**B. General Evaluation Requirements**

1. The project will facilitate the transition to electric vehicles in Delaware by providing DC fast charging stations in geographic areas without adequate charging infrastructure.
2. The project will facilitate the reduction of tailpipe emissions in geographic areas overburdened by transportation emissions, specifically carbon dioxide ("CO2"), nitrogen oxides, carbon monoxide and particulate matter.

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3. Proposed Project Location:
  - a. The project is sited near a major highway or transportation corridor.
  - b. The project avoids environmentally sensitive areas or areas containing critical habitats.
4. Equity:
  - a. The project provides charging infrastructure access to all.
5. Project Budget:
  - a. The proposed budget is thorough, robust, realistic, and cost effective.
6. Future Proofing:
  - a. The project considers anticipated future charging infrastructure needs in the area and plans to help meet them.
7. Renewable Energy Use:
  - a. The project uses renewable energy to power the charging stations either through onsite generation or purchase of renewable energy credits.
8. Other criteria necessary for a quality cost-effective project.

**IV. Professional Services RFP Administrative Information**

**A. RFP Issuance**

**1. Public Notice**

Public notice has been provided in accordance with 29 *Del. C.* [§ 6981](#).

**2. Obtaining Copies of the RFP**

This RFP is available in electronic form through the State of Delaware Procurement website at [www.bids.delaware.gov](http://www.bids.delaware.gov). Paper copies of this RFP will not be available.

**3. Assistance to Vendors with a Disability**

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

**4. RFP Designated Contact**

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

**Breanne Preisen  
Planner III  
Division of Climate, Coastal and Energy  
100 W. Water Street, Suite 10B  
Dover, DE 19904  
[Breanne.Preisen@delaware.gov](mailto:Breanne.Preisen@delaware.gov)**

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DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

**5. Consultants and Legal Counsel**

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Vendors shall not contact the State's consultant or legal counsel on any matter related to the RFP.

**6. Contact with State Employees**

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

**7. Organizations Ineligible to Respond**

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to respond. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

**8. Exclusions**

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d. Has violated contract provisions such as;
  - 1) Known failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
  - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e. Has violated ethical standards set out in law or regulation; and
- f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

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**B. RFP Submissions**

**1. Acknowledgement of Understanding of Terms**

By submitting a proposal, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

**2. Proposals**

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals.

Each proposal, containing no less than what is in the Minimum Mandatory Submission Requirements must be submitted with:

- One complete electronic copy on CD, DVD media disk, or USB memory stick.
- Five (5) printed copies of Attachment 2, Non-Collusion Statement one of which shall be submitted with original ink or electronic signatures and notary. Please provide a separate electronic pricing file from the rest of the RFP proposal responses.

Proposals shall be delivered in sealed envelopes and shall bear on the outside:

- Name and Address of the Vendor
- RFP number: NAT210001-DCCE\_TRANSPORTATION
- Title: PUBLIC DC FAST ELECTRIC VEHICLE  
CHARGING STATION INSTALLATION

Proposals must be delivered to the address listed below. It is strongly encouraged the Vendor utilize delivery confirmation or package tracking services to ensure delivery prior to the proposal deadline date. All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **1:00 PM (Local Time) on April 15, 2022**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Breanne Preisen**  
**Planner III**  
**Division of Climate, Coastal and Energy**  
**100 W. Water Street, Suite 10B**  
**Dover, DE 19904**  
**Breanne.Preisen@delaware.gov**

Any proposal received after the Deadline for Receipt of Proposals date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery and any delivery costs for returned proposals.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

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**3. Proposal Modifications**

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment, or modification to a previously submitted proposal. Changes, amendments, or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

**4. Proposal Costs and Expenses**

The State of Delaware will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations or negotiation process.

**5. Proposal Expiration Date**

Prices quoted in the proposal shall remain fixed and binding on the vendor at least one year from the date the proposals are due. The State of Delaware reserves the right to ask for an extension of time if needed.

**6. Late Proposals**

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

**7. Proposal Opening**

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened in the presence of State of Delaware personnel. Any unopened proposals will be returned to the submitting Vendor.

There will be no public opening of proposals, but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed in accordance with [Executive Order # 31](#) and Title 29, Delaware Code, [Chapter 100](#).

**8. Non-Conforming Proposals**

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

**9. Concise Proposals**

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

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**10. Realistic Proposals**

It is the expectation of the State of Delaware that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The State of Delaware shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

**11. Confidentiality of Documents**

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, 29 Del. C. § 10001, et seq. ("FOIA"). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. All proposals are subject to FOIA's public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Proposals must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure, or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor's confidential business information may be lost.

In order to allow the State to assess its ability to protect a vendor's confidential business information, vendors will be permitted to designate appropriate portions of their proposal as confidential business information.

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information" and include the specific RFP number. The envelope must contain a letter from the vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed. A vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly,

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vendor(s) assume the risk that confidential business information included in a proposal may enter the public domain.

**12. Multi-Vendor Solutions (Joint Ventures)**

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the “**prime contractor**”. The “**prime contractor**” must be the joint venture’s contact point for the State of Delaware and be responsible for the joint venture’s performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendor shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each vendor.

**a. Primary Vendor**

The State of Delaware expects to negotiate and contract with only one “prime vendor”. The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from vendors who are co-responding on this RFP. The prime vendor will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded vendor. Payments to any-subcontractors are the sole responsibility of the prime vendor (awarded vendor).

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.18 regarding multiple source contracting.

**b. Sub-contracting**

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The prime vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used.** Any sub-contractors must be approved by State of Delaware.

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**c. Multiple Proposals**

A primary vendor may not participate in more than one proposal in any form. Sub-contracting vendors may participate in multiple joint venture proposals.

**13. Sub-Contracting**

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. Any sub-contractors must be approved by State of Delaware.

**14. Discrepancies and Omissions**

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, at least ten (10) calendar days prior to the time set for opening of the proposals.

• **RFP Question and Answer Process**

The State of Delaware will allow written requests for clarification of the RFP. All questions shall be received no later than **December 6, 2021**. All questions will be consolidated into a single set of responses and posted on the State's website at [www.bids.delaware.gov](http://www.bids.delaware.gov) by the date of **December 20, 2021**. Vendor names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

- Section number
- Paragraph number
- Page number
- Text of passage being questioned

Questions not submitted electronically shall be accompanied by a CD or USB drive and questions shall be formatted in Microsoft Word.

**15. State's Right to Reject Proposals**

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether



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they be in the State of Delaware's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

**16. State's Right to Cancel Solicitation**

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

**17. State's Right to Award Multiple Source Contracting**

Pursuant to 29 *Del. C.* [§ 6986](#), the State of Delaware may award a contract for a particular professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

**18. Potential Contract Overlap**

Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all proposals in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

**19. Supplemental Solicitation**

The State reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.

**20. Notification of Withdrawal of Proposal**

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

**21. Revisions to the RFP**

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at [www.bids.delaware.gov](http://www.bids.delaware.gov). The State of Delaware is

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not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

**22. Exceptions to the RFP**

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be recorded on Attachment 3. Acceptance of exceptions is within the sole discretion of the evaluation committee.

**23. Business References**

Provide at least three (3) business references consisting of current or previous customers of similar scope and value using Attachment 5. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered.

**24. Award of Contract**

The final award of a contract is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

**a. RFP Award Notifications**

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the State of Delaware will award the contract.

The contract shall be awarded to the vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the State of Delaware is not obligated to award the contract to the vendor who submits the lowest proposal or the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning vendor will be invited to negotiate a contract with the State of Delaware; remaining vendors will be notified in writing of their selection status.

**25. Cooperatives**

Vendors, who have been awarded similar contracts through a competitive proposal process with a cooperative, are welcome to submit the cooperative pricing for this solicitation. **State of Delaware terms will take precedence.**

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**C. RFP Evaluation Process**

An evaluation team composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in a timely manner any and all information that the State of Delaware may deem necessary to make a decision.

**1. Proposal Evaluation Team**

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ [6981](#) and [6982](#). Professional services for this solicitation are considered under 29 *Del. C.* § 6982(b). The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to the Director, Government Support Services, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § [6982\(b\)](#), to award a contract to the successful vendor in the best interests of the State of Delaware.

**2. Proposal Selection Criteria**

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Team in the proposal evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.

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- Select more than one vendor pursuant to 29 Del. C. § [6986](#). Such selection will be based on the following criteria:
  - Emission Reduction Potential
  - Project budget
  - Project location
  - Accessibility for All
  - Economic development
  - Future Proofing
  - Renewable Energy use

**Criteria Weight**

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

Criteria	Weight
<p><b>Emission Reduction Potential</b></p> <ul style="list-style-type: none"> <li>• The project is anticipated to serve a high volume of customers and has measurable reduction of CO2 based on high level of use.</li> </ul>	<b>20</b>
<p><b>Project Budget</b></p> <ul style="list-style-type: none"> <li>• The proposed budget is thorough, robust, realistic and cost effective.</li> <li>• The budget is detailed and all costs documented.</li> </ul>	<b>10</b>
<p><b>Proposed Project Location</b></p> <ul style="list-style-type: none"> <li>• The project is sited within 1 mile of a major highway or transportation corridor.</li> <li>• The project avoids environmentally sensitive areas or areas containing critical habitats.</li> </ul>	<b>20</b>
<p><b>Accessibility for All</b></p> <ul style="list-style-type: none"> <li>• The project has a plan for ADA accessibility of stations beyond what is required.</li> <li>• The project incorporates payment methods that are accessible for all regardless of access to internet.</li> <li>• The project is located near areas with limited access to at home charging.</li> </ul>	<b>20</b>

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<p><b>Future Proofing</b></p> <ul style="list-style-type: none"> <li>• The project considers anticipated future charging infrastructure needs in the area and plans to help meet them.</li> <li>• The project provides charging of 100kw or greater.</li> <li>• The project creates “EV-ready” spots.</li> <li>• The electrical capacity of the project site can expand to meet future charging needs with no upgrades.</li> <li>• Stations are equipped with Powershare technology (i.e., the ability to proportionately distribute energy across active charging sessions)</li> </ul>	<p><b>20</b></p>
<p><b>Renewable Energy Use</b></p> <ul style="list-style-type: none"> <li>• The project uses renewable energy to power the charging stations either through onsite generation or purchase of renewable energy credits.</li> </ul>	<p><b>10</b></p>
<p><b>Total</b></p>	<p><b>100%</b></p>

Vendors are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a vendor’s capabilities so the responding vendor should be detailed in their proposal responses. Applicants should provide a description of how they will meet each criterion in Appendix D, Supplemental Questionnaire.

**3. Proposal Clarification**

The Evaluation Team may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

**4. References**

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor’s reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

**5. Oral Presentations**

After initial scoring and a determination that vendor(s) are qualified to perform the required services, selected vendors may be invited to make oral presentations to the Evaluation Team. All vendor(s) selected will be given an opportunity to present to the Evaluation Team.

The selected vendors will have their presentations scored or ranked based on their ability to successfully meet the needs of the contract requirements, successfully demonstrate their product and/or service, and respond to questions about the solution capabilities.

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The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components. All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

**V. Contract Terms and Conditions**

**I. Contract Use by Other Agencies**

**REF: Title 29, Chapter [6904\(e\)](#) Delaware Code.** If no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

**A. Cooperative Use of Award**

As a publicly competed contract awarded in compliance with 29 DE Code Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded vendor(s).

**B. General Information**

1. The term of the contract between the successful vendor(s) and the State shall be for two (2) year with three (3) optional extensions for a period of one (1) year for each extension.
2. As a Service subscription license costs shall be incurred at the individual license level only as the individual license is utilized within a fully functioning solution. Subscription costs will not be applicable during periods of implementation and solution development prior to the State's full acceptance of a working solution. Additional subscription license requests above actual utilization may not exceed 5% of the total and are subject to Delaware budget and technical review.
3. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services and may be required to sign additional agreements.
4. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
5. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow

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agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.

6. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed with work in accordance with the proposal specifications and the special instructions, once it is received by the awarded vendor.
7. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.
8. The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.
9. Vendors are not restricted from offering lower pricing at any time during the contract term.

**C. Collusion or Fraud**

Any evidence of agreement or collusion among vendor(s) and prospective vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such vendor(s) void.

By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the vendor's proposal preparation.

Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

**D. Lobbying and Gratuities**

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

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The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

**E. Solicitation of State Employees**

Until contract award, vendors shall not, directly, or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

**F. General Contract Terms**

**1. Independent Contractors**

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture, or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations, or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware may provide working space and sufficient supplies and material to augment the Contractor's services.

**2. Temporary Personnel are Not State Employees Unless and Until They are Hired**

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position



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that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third-party governmental entity determines that the State of Delaware is a dual employer, or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

**3. Work Performed in a State Building**

Awarded Vendor(s) who have any employees carrying out any work related to the awarded contract at a State facility shall have those employees comply with any health mandate or policy issued by the State related to a pandemic or other State of Emergency issued by any State authority during the term of the awarded contract, including those that apply directly to State employees. At the present time these include, but not limited to, wearing a mask in all State buildings and the policy for State employees regarding vaccination. The vaccination policy is located at <https://dhr.delaware.gov/policies/documents/covid19-vaccination-and-test-policy.pdf> . For clarity, State buildings are those owned or leased by the State.

**4. ACA Safe Harbor**

The State and its utilizing agencies are not the employer of temporary or contracted staff. However, the State is concerned that it could be determined to be a Common-law Employer as defined by the Affordable Care Act ("ACA"). Therefore, the State seeks to utilize the "Common-law Employer Safe Harbor Exception" under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can be attained when the State and/or its agencies are charged and pay for an "Additional Fee" with respect to the employees electing to obtain health coverage from the Vendor.

The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health coverage from the Vendor but does not state the required amount of the fee. The State requires that all Vendors shall identify the Additional Fee to obtain health coverage from the Vendor and delineate the Additional Fee from all other charges and fees.

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The Vendor shall identify both the Additional Fee to be charged and the basis of how the fee is applied (i.e., per employee, per invoice, etc.). The State will consider the Additional Fee and prior to award reserves the right to negotiate any fees offered by the Vendor. Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged, nor the Additional Fee charged will have a detrimental effect when selecting vendor(s) for award.

**5. Licenses and Permits**

In performance of the contract, the vendor will be required to comply with all applicable federal, state, and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § [2502](#).

Prior to receiving an award, the successful vendor shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject vendor to applicable fines and/or interest penalties.

**6. Notice**

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

**Breanne Preisen  
Planner III  
Division of Climate, Coastal & Energy  
100 W. Water Street, Suite 10B  
Dover, DE 19904  
[Breanne.Preisen@delaware.gov](mailto:Breanne.Preisen@delaware.gov)**

**7. Indemnification**

**a) General Indemnification**

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's, its agents and employees' performance work or services in connection with the contract.

**b) Proprietary Rights Indemnification**

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against

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the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

- (1) Procure the right for the State of Delaware to continue using the Product(s);
- (2) Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- (3) Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

**8. Insurance**

**a)** Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.

**b)** The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.

**c)** As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry the following coverage depending on the type of service or product being delivered.

(1) Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.

(2) Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate.

(3) Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to Vendor pursuant to this Agreement as well as all units used by Vendor, regardless

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of the identity of the registered owner, used by Vendor for completing the Work required by this Agreement to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:

- (a) \$1,000,000 combined single limit each accident, for bodily injury;
  - (b) \$250,000 for property damage to others;
  - (c) \$25,000 per person per accident Uninsured/Underinsured Motorists coverage;
  - (d) \$25,000 per person, \$300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 *Del. C.* §2118; and
  - (e) Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.
- d)** The successful vendor must carry at least one of the following depending on the scope of work being performed.
- (1) Medical/Professional Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate
  - (2) Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/\$3,000,000 per aggregate
  - (3) Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate
- e)** Should any of the policies described above be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.
- f)** Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

Department of Natural Resources and Environmental Control  
Contract No: **NAT210001-DCCE\_TRANSPORTATION**  
State of Delaware  
100 W. Water Street  
Dover, DE 19904

- g)** Nothing contained herein shall restrict or limit the Vendor's right to procure insurance coverage in amounts higher than those required by this Agreement. To the extent that the Vendor procures insurance coverage in amounts higher than the amounts required by this Agreement, all said additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.

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h) To the extent that Vendor has complied with the terms of this Agreement and has procured insurance coverage for all vehicles Leased and/or operated by Vendor as part of this Agreement, the State of Delaware's self-insured insurance program shall not provide any coverage whether coverage is sought as primary, co-primary, excess or umbrella insurer or coverage for any loss of any nature.

i) In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

j) The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided to agency contact prior to any work being completed by the awarded vendor(s).

k) The State of Delaware shall not be named as an additional insured.

**9. Performance Requirements**

The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

**10. Bid Bond**

**The Bid Bond requirement has been waived.**

**11. Performance Bond**

**The Performance Bond requirement has been waived.**

**12. Vendor Emergency Response Point of Contact**

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty-four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic, or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

**13. Warranty**

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations, or modifications so that it functions according to the State's requirements.

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**14. Costs and Payment Schedules**

All contract costs must be as detailed specifically in the Vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the State of Delaware. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

The State of Delaware will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The State of Delaware may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

**15. Liquidated Damages**

The State of Delaware may include in the final contract liquidated damages provisions for non-performance.

**16. Dispute Resolution**

At the option of the parties, they shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, the parties elect to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to a mediator selected by the parties. If the matter is not resolved through mediation, it may be submitted for arbitration or litigation. The Agency reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by State of Delaware law, and jurisdiction and venue shall be in the State of Delaware. Each party shall bear its own costs of mediation, arbitration, or litigation, including attorneys' fees.

**17. Remedies**

Except as otherwise provided in this solicitation, including but not limited to Section 7.o above, all claims, counterclaims, disputes, and other matters in question between the State of Delaware and the Contractor arising out of, or relating to, this solicitation, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

**18. Termination of Contract**

The contract resulting from this RFP may be terminated as follows by the Department of Natural Resources and Environmental Control.

- a) **Termination for Cause**: If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract,

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the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of the contract cancellation notice from the State, the Vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not affect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

**b) Termination for Convenience:** The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

**c) Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

**19. Non-discrimination**

In performing the services subject to this RFP the vendor, as set forth in Title 19 Delaware Code Chapter 7 section [711](#), will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

**20. Covenant against Contingent Fees**

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide

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employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

**21. Vendor Activity**

No activity is to be executed in an offshore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

**22. Vendor Responsibility**

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 6, and are subject the approval and acceptance of Government Support Services.

**23. Personnel, Equipment and Services**

- a) The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- b) All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c) None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the State.

**24. Fair Background Check Practices**

Pursuant to 29 *Del. C.* [§ 6909B](#), the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 *Del. C.* [§ 711\(g\)](#) for applicable established provisions.

**25. Vendor Background Check Requirements**

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry: Delaware Sex Offender Central Registry at: <https://sexoffender.dsp.delaware.gov/>

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract but may provide support or off-site premises service for contract vendors. Should an individual be identified, and the Vendor(s) believes their employee's service does not represent a conflict with this requirement,



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may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, the Vendor(s) shall provide a list of all employees serving an awarded contract and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract.

**26. Drug Testing Requirements for Large Public Works**

Pursuant to 29 *Del. C. § 6908(a)(6)*, effective as of January 1, 2016, OMB has established regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds. The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 *Del. C. § 6962*.

Final publication of the identified regulations can be found at the following:  
[4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects](#)

**27. Work Product**

All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the State. The vendor will seek written permission to use any product created under the contract.

**28. Contract Documents**

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor shall constitute the contract between the State of Delaware and the vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, State of Delaware's RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the vendor.

**29. Applicable Law**

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware.

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In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

- a) the laws of the State of Delaware;
- b) the applicable portion of the Federal Civil Rights Act of 1964;
- c) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- d) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- e) that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any vendor fails to comply with (a) through (e) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

**30. Severability**

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

**31. Assignment of Antitrust Claims**

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

**32. Scope of Agreement**

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

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**33. Affirmation**

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

**34. Audit Access to Records**

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

**35. IRS 1075 Publication (If Applicable)**

**a) Performance**

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All work will be performed under the supervision of the contractor or the contractor's responsible employees.

The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

Any Federal tax returns or Federal tax return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

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No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

The contractor shall comply with agency incident response policies and procedures for reporting unauthorized disclosures of agency data.

**36. Criminal/Civil Sanctions**

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five (5) years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a

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contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10 ) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

**b) Inspection**

The IRS and the Agency, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

**37. Other General Conditions**

**a) Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.

**b) Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.

**c) Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.

**d) Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.

**e) Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as

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progress of work being performed, milestones attained, resources expended, problems encountered, and corrective action taken, until final system acceptance.

**f) Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.

**g) Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the Agency.

**h) Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.

**i) Billing** - The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.

**j) Payment** - The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. The agencies will authorize and process for payment of each invoice within thirty (30) days after the date of receipt of a correct invoice. Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.

**k) W-9** - The State of Delaware requires completion of the [Delaware Substitute Form W-9](https://esupplier.erp.delaware.gov) through the Supplier Public Portal at <https://esupplier.erp.delaware.gov> to make payments to vendors. Successful completion of this form enables the creation of a State of Delaware vendor record.

**l) Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number NAT210001-DCCE\_TRANSPORTATION on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

**m) Purchase Card** - The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally, there shall be no minimum or maximum limits on any P-Card transaction under the contract.

**n) Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

## VI. RFP Miscellaneous Information

### A. No Press Releases or Public Disclosure

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

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**B. Definitions of Requirements**

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

**C. Production Environment Requirements**

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

**VII. Attachments**

The following attachments and appendixes shall be considered part of the solicitation:

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Monthly Usage Report
- Attachment 8 – Subcontracting (2<sup>nd</sup> Tier Spend) Report
- Attachment 9 – Office of Supplier Diversity Application
- Appendix A – Minimum Response Requirements
- Appendix B – Scope of Work / Technical Requirements
- Appendix C – Application
- Appendix D – Budget
- Appendix E – Map Resources

**IMPORTANT – PLEASE NOTE**

- **Attachments 2, 3, 4, and 5 must be included in your proposal**
- Attachment 6 must be included in your proposal if subcontractors will be involved
- Attachments 7 and 8 represent required reporting on the part of awarded vendors. Those vendors receiving an award will be provided with active spreadsheets for reporting.

**REQUIRED REPORTING**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract

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and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

A complete and accurate Usage Report (Attachment 7) shall be furnished in an Excel format and submitted electronically, no later than the 15<sup>th</sup> (or next business day after the 15<sup>th</sup> day) of each month, detailing the purchasing of all items and/or services on this contract. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to [vendorusage@delaware.gov](mailto:vendorusage@delaware.gov), with a copy going to the contract officer identified as your point of contact. Submitted reports shall cover the full month (Report due by January 15<sup>th</sup> will cover the period of December 1 – 31.), contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured and prices paid. Reports are required monthly, including those with “no spend”. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes minority (MBE), woman (WBE), veteran owned business (VOBE), or service-disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service-disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women’s Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2<sup>nd</sup> Tier report is shown as in Attachment 8.

Accurate 2<sup>nd</sup> tier reports shall be submitted to the contracting Agency’s Office of Supplier Diversity at [vendorusage@delaware.gov](mailto:vendorusage@delaware.gov) on the 15<sup>th</sup> (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.



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**Appendix A - MINIMUM MANDATORY SUBMISSION REQUIREMENTS**

Each vendor solicitation response should contain at a minimum the following information:

1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant's experience, if any, providing similar services.
2. The remaining vendor proposal package submitted in ELECTRONIC format shall identify how the vendor proposes meeting the contract requirements and shall include pricing. Vendors are encouraged to review the Evaluation criteria identified to see how the proposals will be scored and verify that the response has sufficient documentation to support each criteria listed. Please use Appendix D, Supplemental Questionnaire to describe how your proposal meets the criteria listed.
3. Each applicant must have or be able to secure necessary property rights, easements, right of way and access to the property for the stations. Documentation of site control (e.g., a letter of commitment, lease, or property title) must be included in the grant application.
4. Pricing as identified in the solicitation
5. One (1) PRINTED complete, signed and notarized copy of the non-collusion agreement (See Attachment 2). **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK .** All other copies may have reproduced or copied signatures – Form must be included.
6. One (1) ELECTRONIC completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.
7. One (1) ELECTRONIC completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.
8. One (1) ELECTRONIC completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.
9. One (1) ELECTRONIC complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor – only provide if applicable.
10. One (1) ELECTRONIC complete OSD application (See link on Attachment 9) – only provide if applicable
11. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work.
12. Prior to the execution of an award document, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required.
13. Complete all appropriate attachments and forms as identified within the RFP.
14. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section V, Item 8, subsection h (insurance).

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15. The Vendor must provide documentation from the electric utility company that will serve each proposed DC fast charging station. The document must indicate whether adequate amperage is available and/or include a cost estimate of associated electrical upgrades if necessary.
16. The location of the proposed DC fast charging stations must be clearly outlined in the submitted application. Please provide:
  - a. A regional map showing the location of the proposed DC fast charging stations in relation to other stations and designated Federal Highway Administration Alternative Fuel EV Corridors.
  - b. A detailed site map depicting the location of the charging stations with respect to parking, site egress and ingress, buildings, etc.
  - c. GPS coordinates of the proposed stations location
17. All Vendors must include an Operations and Maintenance Plan with their application.
18. The Vendor must demonstrate that the proposed project budget is reasonable, applicable, and eligible for funding.
19. The Vendor and must set forth a reasonable and achievable timeline for project completion.
20. All projects must be located in the state of Delaware.

The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

Vendors shall provide proposal packages in the following format:

1. Five (5) paper copies of the vendor proposal paperwork. **One (1) paper copy must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures.**
2. One (1) electronic copy of the vendor proposal saved USB memory stick. Copy of electronic price file shall be a separate file from all other files on the electronic copy. (If Agency has requested multiple electronic copies, each electronic copy must be on a separate computer disk or media).

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**Appendix B - SCOPE OF WORK AND TECHNICAL REQUIREMENTS**

**Introduction**

Greenhouse gases (“GHGs”) emitted from the transportation sector account for nearly a third of GHGs emitted in the state. Of that, light-duty passenger vehicles account for approximately 62% of GHG emissions from the transportation sector. Reducing GHG emissions from the transportation sector is pivotal to achieving Governor Carney’s goal of reducing GHG emissions by 26% below 2005 levels by 2025. Delaware has already made significant strides in reducing GHG emissions from mobile sources, including adopting the Low Emission Vehicle Standards, reducing vehicle miles traveled by the state fleet, and working with our institutions of higher learning to promote new and cutting-edge technologies. However, one of the most effective strategies to reduce GHG emissions from the transportation sector is broad consumer adoption of electric vehicles. Delaware does not currently have enough DC fast charging stations to support the number of electric vehicles registered in the state. According to the US Department of Energy’s “Electric Vehicle Infrastructure Projection Tool (EVI-Pro)”, the state would need 40 DC charging ports to service the current registered EV’s and PHEV’s; the state currently has less than 10 DC charging ports. Additionally, the National Renewable Energy Laboratory recommends that electric vehicle drivers in cities are never more than 3 miles from a DC fast charging station; there are currently no DC fast charging stations in the city limits of Wilmington.

This Request for Proposals (RFP) announces the Delaware DC Fast Charging Grant Program. Through the Delaware DC Fast Charging Grant Program, approximately \$1.4 million is available on a competitive basis to offset the costs of installation of DC fast charging stations throughout the state. Grant funding will be offered on a reimbursement basis to offset up to 75% of the eligible costs including labor and installation costs, equipment costs and signage.

**Funding**

This funding opportunity is the result of the Volkswagen Clean Air Act Civil Settlement. From 2009 to 2016, Volkswagen manufactured diesel engine vehicles equipped with “defeat devices” to falsely pass the U.S. federal emissions testing guidelines. As a result, the vehicles emitted excess pollutants, most notably nitrogen oxides (NOx) which have significant impacts on human health. Delaware received \$9.6 million from the Environmental Mitigation Trust for State Beneficiaries, a majority of which will go towards projects to reduce NOx emissions. The trust fund allows 15% of state mitigation funding to be allocated towards zero emission vehicle fueling and charging infrastructure. Delaware is using this 15% allocation to incentivize the deployment of DC fast charging in the state.

The Department of Natural Resources and Environmental Control (“DNREC”) developed a Volkswagen Environmental Mitigation Plan that highlights the strategies the State will use to reduce GHG and NOx emissions. This funding announcement is part of Phase 3 of Delaware’s Volkswagen Environmental Mitigation Plan<sup>1</sup>. During Phase 3 of this funding, DNREC’s Division of Climate, Coastal and Energy will receive 15% (\$1.45M) of the Trust funds to administer a competitive grant program for the deployment of electric vehicle supply equipment (EVSE). Specifically, these funds will be utilized to incentivize the construction and operation of DC fast charging stations in the state to provide residents and travelers with convenient and consistent access to electric vehicle supply equipment. Grant funding will be provided for a portion of the material costs of publicly available DC fast charging stations installed within the State of Delaware. Eligible entities for grant funding include Delaware-based businesses, not-for-profit organizations, government entities, and educational institutions

Grant awardees can receive reimbursement of up to 75% of the total cost of equipment and installation of DC fast charging stations. DNREC envisions awarding 1-3 grants through this program.

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<sup>1</sup> <https://dnrec.alpha.delaware.gov/air/mobile-sources/vw-mitigation-plan/>

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Grants will be awarded on a reimbursement basis. Successful applicants must sign a state contract and comply with the requirements therein.

**Applicant Eligibility**

Applicants can be a business, government entity, academic institution or non-governmental organization.

**Applicant Ineligibility**

Individuals are not eligible for this program.

**Eligible Costs**

Eligible grant expenses that can be included in this grant application are limited to actual and necessary costs incurred for the purchase and installation of DC fast electric vehicle charging equipment.

Equipment eligible for funding includes (but is not limited to):

- Charging station with upfront five (5) years of networking costs
- Payment and tracking technologies (keypads, credit card readers, etc.)
- Electrical equipment
- Electrical conduit
- Signage
- Concrete pad
- Bollards and car stops
- Other necessary equipment for physical protection of the charging station
- Necessary signage (i.e., directional signage, safety and usage signage, etc.) AND
- Labor

Each applicant must demonstrate how the equipment is necessary for the deployment of the project.

**Ineligible costs**

- Maintenance costs of charging stations are not eligible for funding. In addition, grant funds cannot be used for ancillary expenses including, but not limited to:
  - Acquisition of real estate property
  - Administration
  - Printing and supplies
  - Office equipment
  - Travel
  - Acquisition of permits
  - Landscaping
  - Awnings
  - Shelters
  - Canopies AND
  - Information display kiosks

**Project Requirements**

Proposals for public charging stations at multiple locations are accepted, however each location should have no less than two 50kW or greater direct-current (DC) fast charging dual-cord stations configured with no less than one (1) Society of Automotive Engineers Combined Charging System (SAE CCS) connection and no less than one (1) Charge de Move (CHAdeMO) connection.

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Projects funded under this grant opportunity should seek to provide DC fast charging stations for public use along highly trafficked highways and roadways. All stations must be networked. The following station, site and operation plan requirements must be met by all projects to be considered for funding.

**The following Application requirements MUST be met to be eligible to participate in this competitive grant.**

- The applicant must provide documentation from the electric utility company that will serve each site. The document should indicate whether adequate amperage is available and/or include a cost estimate of associated electrical upgrades if necessary.
- Each applicant must have or be able to secure necessary property rights, easements, right of way and access to the property for the stations. Documentation of site control (e.g., a letter of commitment, lease, or property title) must be included in the grant application.
- The location shall be clearly outlined in the submitted application. Applicants must provide a regional map and site map with proposed charging station locations as well as GPS coordinates of proposed locations.
- All applicants must include a proposed Operations and Maintenance Plan with their application.
- The Applicant and Project Team must demonstrate that the proposed project budget is reasonable, applicable, and eligible for funding.
- The Applicant and Project team must provide a reasonable and rational timeline for project completion.
- All projects must be located in the State of Delaware.

**The following station and location requirements MUST be met to be eligible to participate in this competitive grant.**

**1) Charging Station Equipment Requirements**

- a. Each site must host at least two (2) Direct-current (DC) fast charging stations capable of at least 480V 3-phase AC input configured with at least 1 Society of Automotive Engineers Combined Charging System (SAE CCS) connection and at least 1 CHAdeMO connection.
- b. Each station must meet a minimum power level of 50kW. Greater power levels are encouraged.
- c. Each station must be networked for at least five (5) years through cellular service, Wi-Fi, or ethernet.
- d. Each station must be open access. Charging station payment options must be accessible to all drivers regardless of network memberships or subscriptions. Customers should not be required to pay a subscription fee or obtain membership in any network, club, association, or organization as a condition of using the charging station; however, separate price schedules conditional on a subscription or membership can be set by the operator.
- e. The charging stations must maintain compliance with all manufacturer requirements and recommendations for a period of at least five (5) years following the date when the charging station commences operation.
- f. Each station must provide a customer support service number that is accessible to customers during hours of operation through a toll-free telephone number clearly visible and posted on the charging station. A customer who calls the toll-free number must get immediate assistance, including rebooting the system if necessary.

**2) Site Design Requirements**

Accessibility and geographic distribution of the stations is a critical component of this program in order to facilitate the movement of people and goods throughout the state.

The proposed project site must be clearly outlined in the submitted application.

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Each proposed location must meet the following criteria:

- a. The project location must be eligible for DC fast charging equipment certified by the electric utility company associated with the site through a letter of intent. Within the certification letter, the utility company must include estimated costs associated with utility upgrades or indicate that no upgrades are required.
- b. Cannot be located in sensitive habitat areas including but not limited to wetlands, floodplains, and mature forests.
- c. Have adequate network connectivity to support payment options (cellular, Wi-Fi, ethernet).
- d. Be protected to prevent physical damage to the station. Adequate protection should be detailed in the proposal.
- e. Have two (2) clearly designated parking spaces reserved for EV charging
- f. Parking spaces for EV charging must be adequately lit from dusk to dawn.
- g. Have adequate signage that directs designated fleets and the general public to charging stations, signage that assists customers in charging, emergency operation procedures, and other critical station components. Signage must be consistent with the Federal Highway Administration Manual on Uniform Traffic Control.
- h. Installation will meet the accessibility standards outlined in the Americans with Disabilities Act. [https://afdc.energy.gov/files/u/publication/WPCC\\_complyingwithADArequirements\\_1114.pdf](https://afdc.energy.gov/files/u/publication/WPCC_complyingwithADArequirements_1114.pdf)
  - o At least one (1) parking space per site must meet ADA accessible requirements.
    - One of the 4 parking spaces must be made ADA-accessible by repainting the parking spot to provide an access aisle and ensuring that all equipment heights are ADA-compliant. The preference is for the ADA access lane to be split up to 5' on the charger side and 3' on the other side.
    - The space is not required to be a dedicated handicap space; others may use it.
- i. Pricing information must be made available to all drivers in advance of each charging session either through a user interface that is legible both at night and in direct sunlight, or through another form of display on the charging station: the unit of sale (free, kWh, time, etc.), pricing per unit, any additional fees that may be assessed (e.g., fees associated with parking, dwell time surcharges, etc.); and the maximum power level of the station (when not sharing power) in kilowatts or equivalent units. Please provide a description of how the requirements for pricing information will be met in the application.

### 3) Operation and Maintenance Requirements

- a. Each connector on each public DC fast charging station pedestal shall be operational at least 95 percent (95%) of the time based on a 24 hour 7-day week.
- b. The operator must provide a customer support service number that is accessible to customers during hours of operation through a toll-free telephone number clearly visible and posted on the charging stations. A customer who calls the toll-free number must get immediate assistance, including rebooting the system if necessary.
- c. All applicants must include an Operations and Maintenance Plan with their application. The Operation and Maintenance Plan should outline how the owners and operators will manage the installed equipment and ensure that it remains in good working order.

#### **The Operation and Maintenance plan must include:**

- o Designation of the party responsible for operating and maintaining the electric vehicle charging equipment.
- o Plans for inclement weather that cause access issues such as snow removal and flooding.

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- A schedule for regular inspection and maintenance of each charging station and all ancillary equipment.
- A succession plan for how future Owners and Operators will manage the facility in the future.
- Repairs must be initiated within 24 hours following notice of a malfunction or other operational issue; repairs should be made in accordance with the provisions of the approved operations and maintenance plan.
- A signage plan that is adequate, robust and demonstrates how the facility will be signed and promoted.
  - The signage plan should detail how signage will assist customers in locating EVSE and identify the refueling sites, emergency contact information, and other pertinent information.
  - For more information on Federal Highway Signage Requirements and the Delaware Department of Transportation's signage requirements please visit [https://deldot.gov/Publications/manuals/de\\_mutcd/index.shtml](https://deldot.gov/Publications/manuals/de_mutcd/index.shtml)

### **Application Review Process**

#### **Evaluation Criteria**

The following criteria will be used by a Grant Review Committee to review and score applications received for the DC Fast Charging Grant. Once reviewers verify that all requirements detailed above are met, points will be awarded in the following categories.

- Emission Reduction Potential
- Project budget
- Project location
- Equity considerations
- Economic development
- Future Proofing
- Renewable Energy use

#### **Reporting Requirements**

All grant award recipients will be required to submit quarterly project progress reports for a period of no less than five (5) years after contract initiation. During engineering and installation phases, progress reports must detail project progress, any departures from the proposed timeline and budget. After the charging stations are open to the public, the grantee must collect and submit all EVSE utilization data requested to DNREC, Division of Climate, Coastal and Energy on an annual basis for a minimum of five (5) years in the format prescribed. The data requested includes but is not limited to the following fields: session ID; session date; session start/end times; station time zone; total session length; total charging duration; total energy dispensed (kWh); total transaction fee; station ID; plug ID; connector type; max power output (kWh); city, state, zip code; venue type; and station activation date.

#### **Project Duration**

All construction and/or site improvements must be completed within two (2) years of signing the final contract. The overall project period will be defined as a part of the final scope of work and grant contract. Applicants will be required to submit quarterly progress reports for no less than five (5) years after the implementation of the project. Timelines for reporting and protocols will be specified in the final contract.

#### **Cancellation**

DNREC reserves the right to cancel this RFP, accept or reject any and all proposals in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussion

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with all qualified or potentially qualified offering parties in any manner necessary to serve the best interests of the State.

**Grant Award Conditions**

- All grant awardees will be required to sign a State Contract (see Appendix C).
- All grant awards will be made via a DNREC Grant Contract and associated grant conditions
- All grant award recipients will be required to submit quarterly project progress reports for a period of no less than five (5) years after contract initiation. Generally, progress reports must describe the project implementation success and actual greenhouse gas reductions resulting from project completion, utilization of infrastructure, difficulties encountered during the reporting period, and successes encountered during the reporting period.
- All payments for this program are by reimbursement only. Grant payments will be reimbursed based on actual costs incurred during the completion on the project. All receipts are due at the completion of the project for reimbursement. All reimbursements are contingent on the completeness and correctness of the submitted final report, as well as complete documentation of the costs incurred (all receipts for equipment will be required). The content and schedule for the payment will be determined in the final grant contract
- Contracts must be fully executed within 60 days of award notification or risk forfeiture of the grant award. DNREC may, at its discretion, extend the time of execution.

**Definitions**

- **Eligible Costs**- Eligible costs are costs that are eligible under this RFP grant announcement.
- **Greenhouse Gases (GHG)** - Greenhouse gases are any gas that absorbs infrared radiation in the atmosphere. Greenhouse gases include, carbon dioxide, methane, nitrous oxide, chlorofluorocarbons, hydrochlorofluorocarbons, hydrofluorocarbons, perfluorocarbons and sulfur hexafluoride.
- **Ineligible Costs**- Ineligible costs are those costs that do not qualify for funding under this grant announcement.
- **Total Project Costs**- The sum of eligible and ineligible costs associated with the entire project.
- **Public electric vehicle charging station**- an electric vehicle charging station located at a publicly available parking space that can be used by all makes and models of electric vehicles.
- **Publicly available parking space**- a parking space that has been designated by a property owner or a lessee to be available to and accessible by the public, and may include on-street parking spaces and parking spaces in surface lots or parking garages; provided, however, that “publicly available parking space” shall not include a space that is part of or associated with a private residence or a parking space that is reserved for the exclusive use of an individual driver or vehicle or for a group of drivers of vehicles.
- **DC Charging**- An electric vehicle charging station with a minimum power output of 50kW that allows accelerated electric vehicle charging.
- **CHAdEMO**- a DC charging standard plug configuration, established by Toyota, Nissan, Mitsubishi and other Japanese automakers.
- **CSS**- a combo type 2 and DC charging standard plug configuration, auto groups that support CSS are Jaguar, Volkswagen Group, Renault, General Motors, BMW, Daimler, Ford, FCA, Tesla, Kia and Hyundai.



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**Appendix C. APPLICATION**  
*2021 Delaware VW Settlement Program*  
*Phase 3 DC Charging Station Grant Program*

If your application proposes charging stations at multiple locations, please complete the below tables for each project site.

Project title		
Applicant Company Name:		
Applicant Mailing address		
Street:		
City	State	Zip code
Applicant Contact Name		
Applicant Contact Email Address	Applicant Contact Phone Number	
<b>Designated Responsible Party (Owner/Operator)</b> (most likely the site host)		
Name		
Email Address	Phone Number	

Please list all principals on the project team and their associated title and company. All project team members are required to submit a resume and/or qualifications as part of this application. Please add additional team members as appropriate. If additional space is needed please label pages in your application package "Title of Project, Project Team"

Project Team	
Project Team Member	
If Title	
Company	
Project Team Member	
Title	

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Company	
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**Project Details**

Location Name or Reference Number		
Street Address		
City	County	Zip Code
Location Details		
Latitude (°N):		
Longitude (-°W):		
Distance from major roadway (miles):		
Distance to closest DC charging station (miles):		
Utility		
Utility Company		
Coordination Contact		
Contact E-mail		
Operation		
Hours of availability		
Is there adequate safety lighting?		

Charging Station(s) Technical Specifications		
Plug Type	CSS	CHAdeMO
Number of Ports		
Number of Dedicated Parking Spaces		
Station Manufacturer		
Charging Capacity (kW)		
Warranty Period (years)		
Network		

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**In addition to the project application please include the following documents clearly labeled as attachments with “Applicant Name, Project Title, Location or Reference Number, document name”.**

- Applicant and project team resumes
- Letter of Intent/certification from the Utility company servicing each location
- Host site land agreement/ letter of intent
- Operation and Maintenance Plan for each location
  - Provide a proposed operation and maintenance plan that includes how the owners and operators will manage the facility, weather management plans, and a succession plan for how maintenance will be transitioned to future owners and operators.

**Executive Summary**

Please provide an executive summary of the proposed project. Please include a list of any collaborations with fleets, utilities, companies, etc. If additional space is needed please label pages in your application package “Title of Project Executive Summary”.

**Statement of Project Objectives, Detailed Scope of Work and Proposed Schedule**

Please state the project objectives and provide a detailed scope of work along with a work schedule in the space below. Please describe in detail: the project location, site design, accessibility, signage plan, and pricing transparency plan. If permits (County, State, Local, Land Use, Fire, Building and/or Environmental) are necessary for this project please list all known permits and the timelines to secure them. Please describe additional pertinent information such as if the project is using existing renewable energy generation or the grantee is purchasing renewable energy certificates.

If additional space is needed please label pages in your application package “Title of Project, Statement of Project Objectives, Detailed Scope of Work and Schedule”

**PLEASE PROVIDE PROJECT MAPS (SITE SPECIFIC and STATEWIDE) AS ATTACHMENTS WITH THE FOLLOWING HEADING: Applicant Name, Title of Project, Location Name or Reference Number**

**Criteria Support Descriptions**

This section will be used to evaluate the projects ability to meet evaluation criteria. Please use detail when describing how your proposed project address criteria categories.

**Emission Reduction Potential**

**Criteria description:** The project is anticipated to serve a high volume of customers and has measurable reduction of CO2 based on high level of use.

In this section, provide details regarding the emission reduction potential of the project. Include the estimated average daily and monthly usage.

**Proposed Project Location(s)**

**Criteria description:**

- The project is sited near a major highway or transportation corridor
- The project avoids environmentally sensitive areas or areas containing critical habitats.

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Please provide a short description of how the project meets the criteria. See **Appendix E, Map Resources** for spatial references including location of existing charging infrastructure, Federal Highway Designated Electric Vehicle Alternative Fuel Corridors, and traffic density along major roadways.

**Accessibility for All**

**Criteria description:**

- The project has a discrete plan for ADA accessibility of stations beyond what is required.
- The project incorporates payment methods that are accessible for all regardless of access to internet, i.e. credit card reader
- The projects are located near areas with limited access to at home charging

If your project will address ADA accessibility beyond the standard requirements highlighted, please describe. This may include increased number of accessible spaces, increased access routes, or adjacency to entry points.

Will your project incorporate payment systems for those who do not have access to smartphone or subscription services? This may include adding a credit card reader or coin option.

Is your project located near an area with limited access to at home charging, including multi-family dwelling complexes, and homes lacking driveways or designated parking? If so, please describe and include a map of the location of the charging in relation to the limited access housing above.

We encourage applicants to consider a wide range of accessibility including but not limited to income range, Limited English Proficiency, and mobility challenged populations.

**Economic Development**

**Criteria Description:** The project creates and/or retains local jobs for Delawareans **and serves as an economic development engine for local DE based companies.**

Please provide a short description of how the project meets this criterion.

**Future Proofing**

**Criteria Description:**

- The project considers anticipated future charging infrastructure needs in the area and plans to help meet them.
- The project provides charging of 100kw or greater
- The project creates “EV-ready” spots
- The electrical capacity of the project site can expand to meet future charging needs with no upgrades
- Stations are equipped with Powershare technology

Describe how your project considers anticipated future charging needs including but not limited to technology upgrades and electrical upgrades. Please provide a short description of how the project meets this criterion.

**Renewable Energy Use**

**Criteria Description:**

- The project uses renewable energy to power the charging stations either through onsite generation or purchase of renewable energy credits.

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**Appendix D. PROJECT BUDGET**

Please be as detailed as possible when completing your budget. If additional space is needed, please label pages in your application package "<Title of Project>, Project Budget".

The applicant is responsible for detailing the proposed budget associated with the project. This includes "eligible costs" which includes the equipment necessary for the project and the "ineligible costs" which includes the other expenses related to the project.

Total project costs, including eligible and ineligible costs, associated with the entire project. See Section 3 "Definitions" under the Grant RFP for this project for additional information.

Eligible Costs are those costs that qualify for funding under this RFP grant announcement. See page 3 "Eligible Costs" under the Grant RFP for this project for additional information.

Ineligible costs are those costs that do not qualify for funding under this grant announcement. See page 3 "Ineligible Costs" under the Grant RFP for this project for additional information.

**Total Project Costs**

Total Budget Expenses	Description	Estimated Cost
Total Ineligible Costs		
Total Eligible Costs		
<b>Total Costs (Total Project Costs plus Total Eligible Costs)</b>		

**Eligible Costs**

Eligible Costs	Description	Number of Each Item (if applicable)	Estimated Costs
Charging station (make and model)			
Payment and tracking technologies (key pads, credit card readers, etc.)			
Electrical equipment			
Electrical conduit			
Security fencing (fencing around the station only)			

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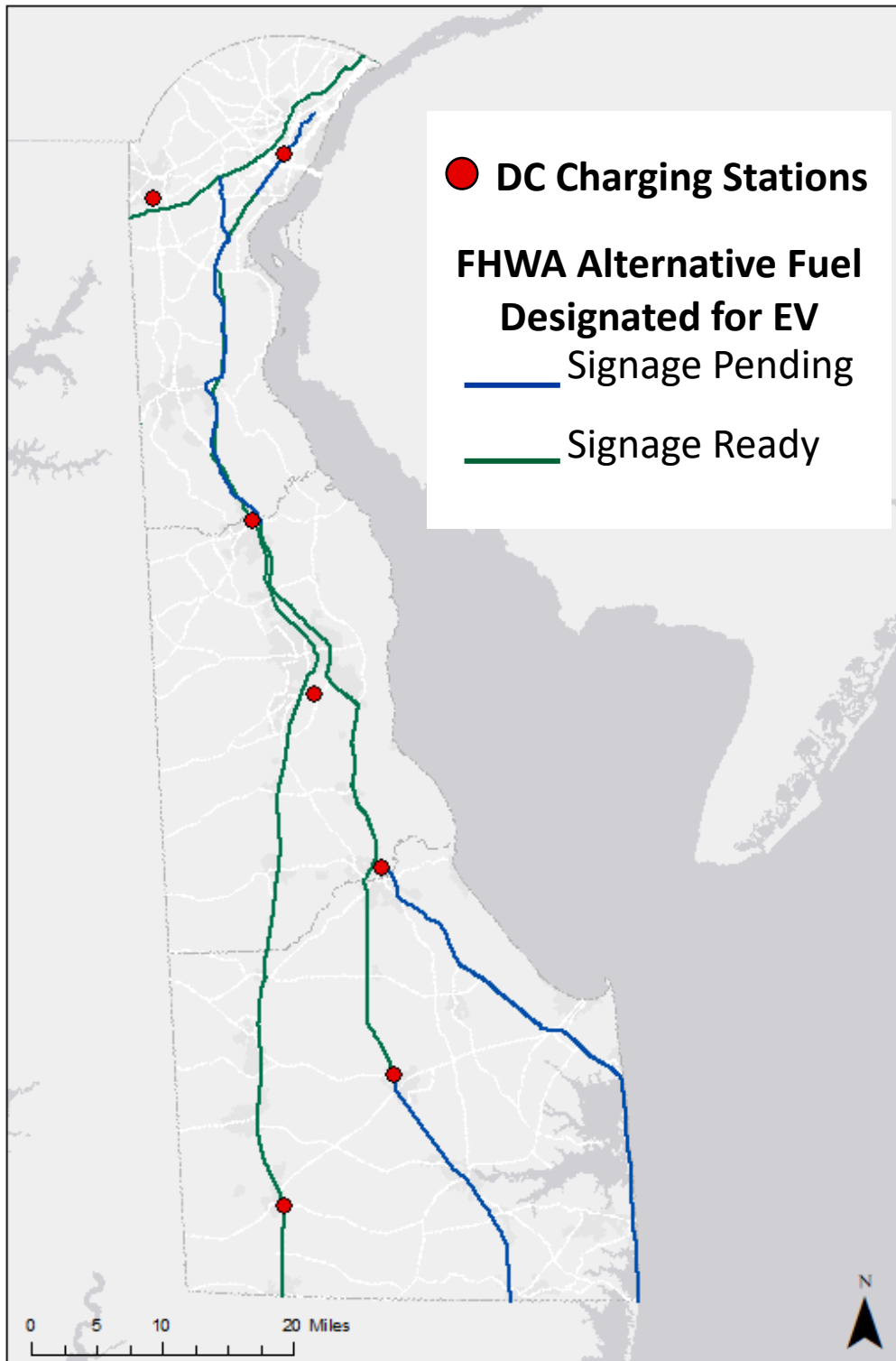
Concrete pad (concrete only)			
Bollards and car stops			
Other necessary equipment for the charging station			
Necessary signage (i.e. directional signage, safety and usage signage, etc.)			
Labor			
Other			
<b>Total Eligible Costs</b>			

**Ineligible Costs**

Ineligible Costs	Description	Number of Each Item (if applicable)	Estimated Costs
Administration			
Printing and supplies			
Office equipment			
Acquisition of real estate property			
Travel			
Acquisition of permits			
Landscaping			
Renewable energy infrastructure (solar, wind, geothermal, etc.)			
(add rows as necessary)			
<b>Total Ineligible Costs</b>			

Appendix E. MAP RESOURCES

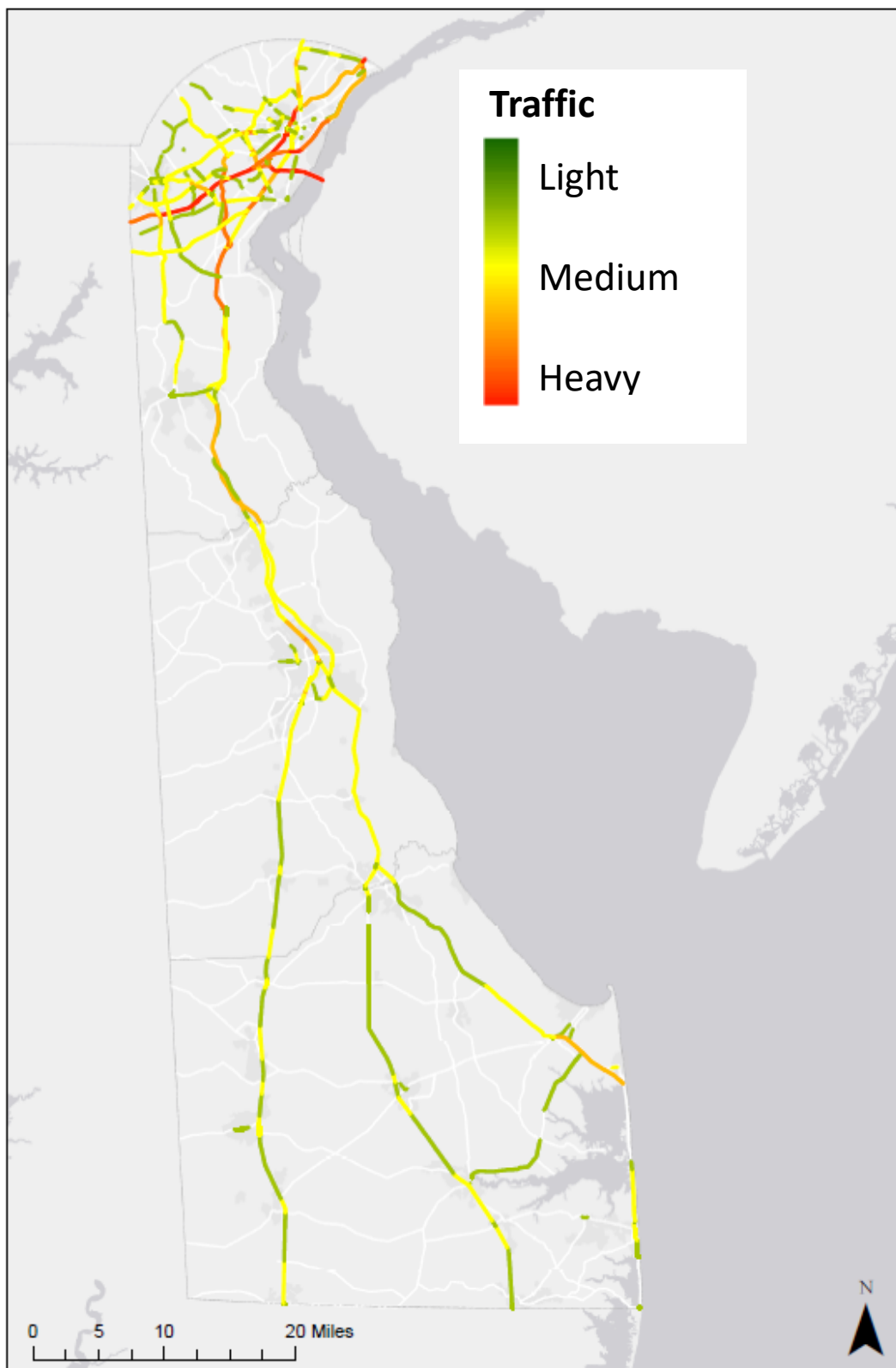
Delaware Alternative Fuel Corridors and Current Fast Charging Stations



Data sources: U.S. Department of Energy, Alternative Fuel Data Center  
U.S. Department of Transportation, Federal Highway Administration, Planning, Environment, Realty (HEP)



### Delaware Traffic Volume 2019



Data Source: DelDOT Annual Average Daily Traffic Count, 2019