

Zero-Emission Vehicle Infrastructure Partnership Program Grant Agreement									
Washington State Department of Transportation Innovative Partnerships Office 310 Maple Park Avenue SE PO Box 47395 Olympia, WA 98504-7395 WSDOT Contact: Kara Symonds (360) 480-5053	Contractor: Lewis County 351 NW North St Chehalis WA 98531 Contact Person: Matt Patana (360) 219-5134								
Term of Project: Mutual Execution through June 30, 2027	Federal ID #: 91-6001351								
Scope of Project: Scope of Project as set forth in Attachment A, Project Scope, Schedule and Budget.	Agreement Number: GCC 1385								
Project Title: Chehalis Fast Charging Station	<table> <tr> <td colspan="2">Project Costs:</td></tr> <tr> <td>State Funds</td><td>\$1,056,000</td></tr> <tr> <td>Partner Contribution Funds</td><td>\$211,200</td></tr> <tr> <td>Total Project Cost</td><td>\$1,267,200</td></tr> </table>	Project Costs:		State Funds	\$1,056,000	Partner Contribution Funds	\$211,200	Total Project Cost	\$1,267,200
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THIS AGREEMENT, entered into by the Washington State Department of Transportation, hereinafter “WSDOT,” and the contractor identified above, hereinafter the “CONTRACTOR,” individually the “PARTY” and collectively the “PARTIES,” WITNESSETH THAT:

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

WHEREAS, the state legislature appropriated funding for Electric Vehicle Infrastructure through the 2025-2027 Fiscal Biennial Transportation Budget (Engrossed Substitute Senate Bill 5161 Sec. 215);

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

Section 1 Purpose of Agreement

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

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

Section 2 Scope of Project

The CONTRACTOR agrees to perform the work and complete the Project as described and detailed in “Project Scope, Schedule and Budget,” from the CONTRACTOR’s Zero-Emission Vehicle Infrastructure Partnerships (ZEVIP) Grant

Application, which is attached hereto as Attachment A, and by this reference fully incorporated herein as if fully set out in this AGREEMENT, and to perform the Project in accordance with the terms and conditions of this AGREEMENT.

Section 3

Term of Project

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

Section 4

State Review of Project

WSDOT shall review the Project identified in this AGREEMENT as Attachment A, “Project Scope, Schedule and Budget”, at least quarterly to determine whether the Project is making satisfactory progress and is valuable to electric vehicle drivers and addresses a gap in the state’s electric vehicle charging/fueling station infrastructure. If WSDOT has awarded funds, but the CONTRACTOR does not report satisfactory progress within one (1) year of the initial grant award, WSDOT shall review the Project to determine whether the grant should be terminated as provided in Section 32, Termination.

Section 5

Project Costs and Private Sector Partners Requirement

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

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

Section 6

Inspection of the Project Equipment

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

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

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

Section 7

Miscellaneous Charges and Conditions

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

Section 8

Payment

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

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

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

Section 9

Assignments, Subcontracts, and Leases

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

B. The CONTRACTOR agrees to include Sections 10 through 23 and Section 32 of this AGREEMENT in all third-party contracts it enters into for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT. The PARTIES further agree that those clauses shall not be modified, except to identify the subcontractor or other person or entity that will be subject to its provisions. In addition, the following provision shall be included in an advertisement or invitation to bid for any procurement by the CONTRACTOR under this AGREEMENT:

Statement of Financial Assistance:
"This AGREEMENT is subject to the appropriations of the State of Washington."

Section 10

Reports and Project Use

A. The CONTRACTOR and their private sector partners must agree to operate and maintain the stations for at least five (5) years and must meet the requirements in WSDOT's solicitation materials as detailed in Attachment B "*WSDOT's, Zero-Emission Vehicle Infrastructure Partnerships (ZEVIP) Grant Application Guide*" which is attached hereto and by this reference incorporated into the AGREEMENT. The CONTRACTOR agrees that the Project shall be used for the provision of transportation services within the area indicated in Attachment A, Project Scope, Schedule and Budget for the term of the Project. The CONTRACTOR further agrees that it will not use or permit the use of the Project in a negligent manner or in violation of any law, or so as to avoid any insurance covering the same or permit the Project to become subject to any lien, charge, or encumbrance. Should the CONTRACTOR unreasonably delay or fail to implement the Project during the project term and reporting period, the CONTRACTOR agrees that it may be required to refund up to the entire amount of the "State Funds" expended on the Project. The CONTRACTOR shall immediately notify WSDOT when any Project facilities and/or infrastructure is withdrawn from Project use or when the Project or

any part thereof is used in a manner substantially different from that identified in Attachment A, "Project Scope, Schedule and Budget". If the Project is permanently removed from transportation services, the CONTRACTOR agrees to immediately notify WSDOT of its intentions regarding the disposal of the Project or any part of the Project thereof. This provision shall survive the termination of this AGREEMENT.

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

1. Quarterly Progress Reporting. During the performance period, the CONTRACTOR is to prepare and submit Quarterly Progress Reports, which are due to WSDOT within ten (10) days of the end of the reporting period. Reporting quarters end March 31, June 30, September 30, and December 31. The Quarterly Progress Reports shall summarize all AGREEMENT activities conducted by the CONTRACTOR for the reporting period, including:

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

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

2. Final Report. CONTRACTOR shall submit a Final Report no later than thirty (30) days after the project completion date established by the grant agreement or future amendments. Final Report shall include a brief summary of the project, financial summary of all project expenditures, including reimbursed and match costs, pictures of the station, and pictures of equipment including serial numbers.

3. Annual Electric Vehicle Supply Equipment (EVSE) Usage and Analytical Data Reporting. During the five-year operational phase, by the end of the state fiscal year (June 30), the CONTRACTOR must provide data to WSDOT to meet reporting requirements established by the Washington State Department of Ecology's Climate Commitment Act reporting tool and the Joint Transportation Committee's Carbon Emission Reduction Account reporting tool for the previous fiscal year. The data includes the charging station identifier, port identifier, port uptime percentage, total kWh dispensed per port, charging time per port, methods of payment collection, and fees charged to customers. The CONTRACTOR shall monitor charger performance and fault indications on an ongoing basis and report the same to WSDOT during the full period of performance.

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

Section 11

Maintenance of the Project

The CONTRACTOR shall make all necessary repairs and reasonably maintain the Project to assure it remains in good and operational condition for at least five (5) years. The CONTRACTOR agrees, at a minimum, to maintain the Project and service or replace parts at intervals recommended in the manuals and/or instructions provided by the subcontractors and/or component manufacturers, or sooner if needed. The CONTRACTOR shall have the Project routinely inspected and make arrangements for any appropriate service and repair under the manufacturer's warranty. WSDOT shall not be liable for repairs. The CONTRACTOR shall retain records of all maintenance and parts replacement performed on the Project in accordance with Section 22, Audits, Inspection, and Retention of Records. The CONTRACTOR shall provide copies of such records to WSDOT, upon request.

Section 12

General Compliance Assurance

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

Section 13

Compliance with State Design and Industry Charging and Fueling Equipment Standards

The CONTRACTOR agrees the Project design must comply with all Washington State Standard Specifications for Road, Bridge, and Municipal Construction (available at www.wsdot.wa.gov/Publications/Manuals/M41-10.htm), and any revisions thereto. The CONTRACTOR agrees that the non-proprietary Electric Vehicle Supply Equipment meets the common standards used for most mass-produced makes and models of electric vehicles sold in North America including, but not limited to CHAdeMO, SAE CCS, SAE J1772, NACS, NFPA 2: Hydrogen Technologies Code, SAE J2601, and SAE J2719. The CONTRACTOR shall also comply with Attachment B, *WSDOT's Zero-Emission Vehicle Infrastructure Partnerships (ZEVIP) Grant Application Guide*. Projects that wish to use design standards that differ from state standards must submit a request to WSDOT's Innovative Partnerships Office and obtain documented approval before design work commences.

Section 14

No Obligation by the State Government

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

Section 15

Ethics

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

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

Section 16

Compliance with Laws and Regulations

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

Section 17

Labor Provisions

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

Washington Prevailing Wage Act. CONTRACTOR shall comply with prevailing wage provisions of RCW 39.12. Failure to comply may result in civil penalties.

Apprenticeship Utilization Rate. Each station site shall achieve an apprenticeship utilization rate of 15% and CONTRACTOR shall report the data to the Washington State Department of Labor and Industries.

Section 18

Environmental Requirements and Archeological Preservation

The CONTRACTOR agrees to comply with all applicable requirements of chapter 43.21C RCW "State Environmental Policy Act" (SEPA). The CONTRACTOR also agrees to comply with all applicable requirements of Executive Order 21-02, Archeological and Cultural Resources, for all capital construction projects or land acquisitions for the purpose of a capital construction project, not undergoing Section 106 review under the National Historic Preservation Act of 1966 (Section 106).

Section 19

Accounting Records

A. **Project Accounts.** The CONTRACTOR agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The CONTRACTOR agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible and available to WSDOT upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.

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

Section 20

Audits, Inspection, and Retention of Records

A. This provision shall survive termination of this AGREEMENT.

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

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

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

Section 21 Permitting

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

Section 22 Loss or Damage to the Project

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

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

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

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

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

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

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

Section 23 Liens on the Project

The CONTRACTOR shall not have any liens placed upon the Project Equipment and will not take any action that may jeopardize the usage and ownership of the Project Equipment during the five (5) year minimum period of performance.

Section 24 Limitation of Liability

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

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

C. The CONTRACTOR agrees that its obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees, authorized agents, and/or subcontractors. For this

purpose only, the CONTRACTOR, by mutual negotiation, hereby waives, with respect to WSDOT only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. This waiver shall survive the termination of this Agreement.

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

Section 25

Personal Liability of Public Officers

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

Section 26

WSDOT Advice

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

Section 27

Forbearance by WSDOT Not a Waiver

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

Section 28

Lack of Waiver

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

Section 29

Changed Conditions Affecting Performance

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

Section 30

Agreement Modifications

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

Section 31

Disputes

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

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

C. **Claims for Damages.** Should either PARTY to this AGREEMENT suffer injury or damage to person, property, or right because of any act or omission of the other PARTY or any of that PARTY's employees, agents or others for whose

acts it is legally liable, a claim for damages therefore shall be made in writing to such other PARTY within thirty (30) days after the first observance of such injury or damage.

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

Section 32

Termination

A. Termination for Convenience. WSDOT may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the financial assistance provided herein, at any time by providing fifteen (15) calendars' day written notice to the other PARTY. Written notification must set forth the reasons for such termination, the effective date, and in case of a partial termination the portion to be terminated. However, if in the case of partial termination, WSDOT determines that the remaining portion of the award will not accomplish the purposes for which the award was made, WSDOT may terminate the award in its entirety. PARTIES may terminate this AGREEMENT for reasons including, but not limited to, the following:

1. The requisite funding provided under this AGREEMENT becomes unavailable through failure of appropriation or otherwise;
2. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
3. The CONTRACTOR is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;
4. The CONTRACTOR is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the CONTRACTOR; or
5. The State Government or WSDOT determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of financial assistance for the Project.
6. In the case of termination under subsections A.1-5 above, WSDOT shall reimburse the CONTRACTOR for all costs payable under this AGREEMENT that the CONTRACTOR properly incurred prior to termination. The CONTRACTOR shall promptly submit its claim for reimbursement to WSDOT. If the CONTRACTOR has any property in its possession belonging to WSDOT, the CONTRACTOR will account for the same and dispose of it in the manner WSDOT directs.

B. Termination for Default. WSDOT may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by providing fifteen (15) calendars' day written notice to the CONTRACTOR, if the CONTRACTOR materially breaches or fails to perform any of the requirements of this AGREEMENT, including but not limited to:

1. Takes any action pertaining to this AGREEMENT without the approval of WSDOT, which under the procedures of this AGREEMENT would have required the approval of WSDOT;
2. Jeopardizes its ability to perform pursuant to this AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the CONTRACTOR operates;
3. Fails to perform the Project or any part thereof including, but not limited to:
 - a) Failure to build the Project according to the design specifications and all building code required standards;
 - b) Failure to remedy all defects in the performance of the Project and correct all faulty workmanship by the CONTRACTOR or its subcontractors in a timely manner;

c) Failure to take any action which could affect the ability of the Project to perform its designated function or takes any action which could shorten the five (5) year minimum period of performance for Project use or otherwise; or

d) Failure to make reasonable and appropriate use of the Project real property, facilities, equipment and/or infrastructure.

4. Fails to make reasonable progress on the Project or other violation of this AGREEMENT that endangers substantial performance of the Project; or

5. Fails to perform in the manner called for in this AGREEMENT, or fails to comply with or, is in violation of, any provision of this AGREEMENT. WSDOT shall serve a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default hereunder. If it is later determined by WSDOT that the CONTRACTOR had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the CONTRACTOR, such as a strike, fire or flood, WSDOT may: a) allow the CONTRACTOR to continue work after setting up a new delivery of performance schedule, or b) treat the termination as a termination for convenience.

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

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

Section 33

Venue and Process

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

Section 34

Subrogation

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

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

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

Section 35

Severability

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

Section 36
Counterparts

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

Section 37
Complete Agreement

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

Section 38
Execution

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

Section 39
Binding Agreement

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

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

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

CONTRACTOR

Anthony L. Buckley
Director
Innovative Partnerships Office

Authorized Representative

Title

Print Name

Date

Date

Attachment A

Project Scope, Schedule and Budget

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

WSDOT ZEVIP application
Lewis County government
2/3/2026

Section 1. Certifications

I certify that:

- I am authorized to submit this application on behalf of the applicant.
- The information provided is true, correct, and reliable for purposes of evaluation for potential award.
- I authorize the WSDOT to make any inquiries necessary to verify the information presented in this application.
- I authorize WSDOT to obtain business credit reports and make any inquiries necessary to verify and evaluate the financial condition of the applicant.
- To the best of my knowledge, there are no organizational conflicts of interest. I acknowledge that WSDOT has a policy on Organizational Conflicts of Interest that is implemented by Manual 3043 and will follow conflict of interest policies, including former state employee employment, ethics in public contracting, and limits on gifts.
- If funding is awarded for the project described in this application, I understand that a mutually executed agreement is required before costs can be incurred.

Section 2. Applicant Information and Project Summary

1. Applicant name and type: Lewis County Government, County Government
2. Contact: Matt Patana, LCWA, Capital Infrastructure Specialist, 360-219-5134, matt.patana@lewiscountywa.gov
3. SWV number: SWV0001232-71
4. Budget (see table below)
5. Location: 156 NW Chehalis Ave, Chehalis, WA 98532. The project site is located 0.5 miles from the terminus of WA State Route 6 at I-5.
6. Project Summary: The proposed project is to add six (6) L3 ports to an existing parking lot on the Lewis County government campus which is open to the public 24/7. The parking lot is planned to be re-graded, paved, curbed and striped. Adding EV chargers during this construction reduces costs and disruptions.
7. Key partners: Lewis County government, Lewis County PUD, 3rd-party EV supplier and installer may be ChargePoint, Inc., network operator may be Toledo Telephone Company.

Budget

Category	Budget
Design, engineering and permitting	\$8,200.00
Site prep, Construction (grading, electrical run, paving, curbing, foundation for ports, striping), Equipment Installation	\$300,000.00
Equipment (6 DCFC ports, emergency shut-off)	\$295,000.00
Distributed energy resources	\$0.00
Operations and maintenance including Charger SLA and Network SLA with network provider (5 years total)	\$265,440.00
Personnel and Other (signage, lighting, integrated solutions for prevention of vandalism)	\$91,360.00
Total Direct Costs ZEVIP funding (charger-related costs)	\$960,000.00
Indirect @ 10% ZEVIP funding	\$96,000.00
Total Direct & Indirect ZEVIP funding	\$1,056,000.00
Match at 20% Lewis Co funding	\$211,200.00
Lewis Co Funding for non-charger portion of project (all categories)	\$634,993.00
TOTAL Project Cost	\$1,902,193.00

Section 3. Ranking Criteria

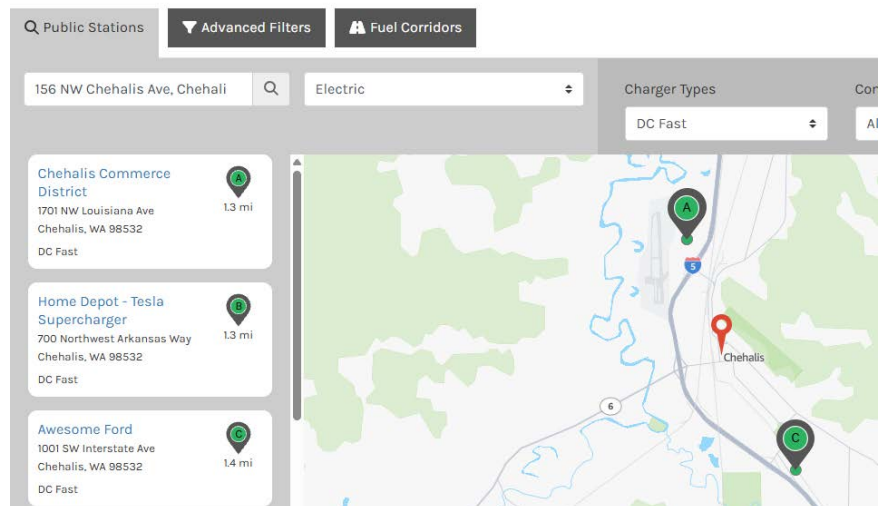
1. Applicant team experience. 10 Points. No prior experience for the county employee project leads. Our potential, ChargePoint, Inc, has extensive experience of 10+ projects just in WA State.

2. Charging Gap. 1 point. Currently, there are 3 public charging sites in Chehalis. Two sites (Chehalis Commerce and Telsa Home Depot) are 1.3 miles away and are open Daily-24 hours. The Awesome Ford site is 1.4 miles away and has limited hours (7am-8pm Mon-Sat). There are no charging stations in downtown Chehalis.

[AFDC](#) > Station Locator

Alternative Fueling Station Locator

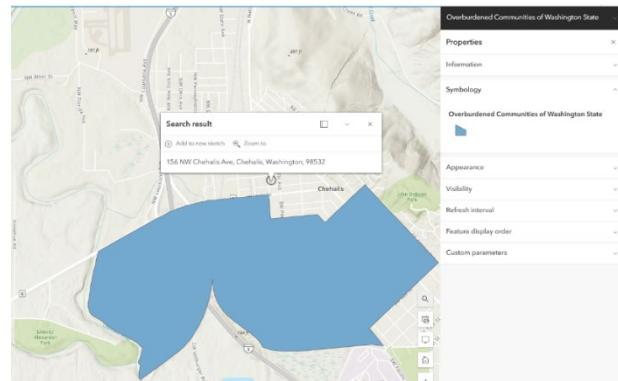
Find alternative fueling stations in the United States and Canada. By default, this tool displays only available, publicly accessible stations. For U.S. stations, see [data by state](#). For Canadian stations in French, see [Natural Resources Canada](#).



3. Utility Coordination. 10 points. Applicant has received confirmation from the electrical utility (Lewis County PUD) that it will provide service and documents preliminary utility upgrades needed.

4. Site host agreement. 15 points. Applicant is the landowner.

5. Overburdened communities: 0 points. No (although adjacent to an overburden community)



6. Easily accessible amenities. 20 points

- Publicly accessible restrooms are available at the County Courthouse building 1 block away. Having EV chargers on the county seat campus is an added public benefit for those conducting county business.
- Pull-through charging for trucks. This option is being discussed by the project team for the project site.
- There are a number of locally-owned restaurants and retail stores within 1,000 feet walking distance of the project site.



For example:

- o Restaurants
 - Café Maru & Deli
 - Jeremy’s Farm To Table Restaurant
 - McFliers Grill
 - Northwest Slamon Smokehouse & Artisan Market
 - Somsiri Thai Restaurant
 - Taqueria Lolita Restaurant
- o Banks
 - Columbia Bank
 - Gesa Credit Union
 -
- o Retail
 - Macs Auto Parts
 - Runway Boutique clothing store
 - The Farm Store
- o Other
 - Public Library
 - R&R Nail Spa
 - Cupid’s Cup Espresso
- The 1,000-foot radius extends to the edge of the main downtown business core to the North.

7. Median Household income. 5 points. The Social Vulnerability - Socioeconomic Determinants rank is 5.

Attachment B

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



Zero-Emission Vehicle Infrastructure Partnership

Grant Announcement and Application Instructions

Application due date: 5 p.m. February 12, 2026

Publication information:

Washington State Department of Transportation
Innovative Partnerships
PO Box 47395
Olympia, WA 98504-7395
Email: partnerships@wsdot.wa.gov

Last updated: November 21, 2025

Title VI Notice to Public

It is the Washington State Department of Transportation's policy to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities. Any person who believes his/her Title VI protection has been violated, may file a complaint with WSDOT's Office of Equal Opportunity (OEO). For additional information regarding Title V complaint procedures and/or information regarding our non-discrimination obligations, please contact OEO's Title VI Coordinator at (360) 705-7090.

Americans with Disabilities Act (ADA) Information

This material can be made available in an alternate format by emailing the Office of Equal Opportunity at wsdotada@wsdot.wa.gov or by calling toll free, 855-362-4ADA(4232). Persons who are deaf or hard of hearing may make a request by calling the Washington State Relay at 711

Notificación de Título VI al Público

Es la póliza de el Departamento de Transportes del Estado de Washington de asegurar que ninguna persona sea excluida de participación o sea negado los beneficios, o sea discriminado bajo cualquiera de sus programas y actividades financiado con fondos federales sobre la base de raza, color, origen nacional o sexo, como proveído por el Título VI de el Acto de Derechos Civiles de 1964. Cualquier persona que cree que sus protecciones de Título VI han sido violadas, puede hacer una queja con la Oficina de Igualdad de Oportunidades (OEO). Para información adicional con respecto a procedimientos de quejas de Título VI y/o información con respecto a nuestras obligaciones sin discriminación, por favor de comunicarse con el Coordinador de Título VI de la Oficina de Igualdad de Oportunidades (OEO) (360) 705-7090.

Información del Acta Americans with Disabilities Act (ADA)

Este material es disponible en un formato alternative. Envíe su petición por correo electrónico al equipo de Oficina de Igualdad de Oportunidades (OEO) en wsdotada@wsdot.wa.gov o llamando gratis, 855-362-4ADA (4232). Personas sordas o con problemas de audición pueden solicitar llamando el relé de estado de Washington al 711.

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ZEVIP grant summary information

Funding available: WSDOT announces the availability of approximately \$22.5 million dollars for direct-current fast charging corridor projects. This is an open competitive grant solicitation funded by the Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.

Eligible projects: The installation of new or upgraded electric vehicle direct-current fast charging equipment, within 1 travel mile of a state route in Washington, with a minimum of 4 networked charging ports delivering 150kw simultaneous charging.

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

Completion date: Final reimbursement submittals must be completed by June 30, 2027.

Applications due: Applications must be received by 5:00 p.m. Pacific Time on Thursday, February 12, 2026 and must be submitted in the format outlined in Section 4.

ZEVIP grant schedule:

Activity	Date	Time
Grant funding announcement	November 26, 2025*	
Prospective applicant webinar	December 12, 2025	10:00 – 11:30 a.m.
Questions due to grant manager	January 9, 2026	5:00 p.m.
Q&A, amendments published	January 23, 2026*	
Applications due	February 12, 2026	5:00 p.m.
Notice of proposed awards	February 27, 2026*	
Grant agreements finalized	March 31, 2026*	
Final reimbursement submitted	June 30, 2027	

* or as soon as possible thereafter, dependent upon review schedule

ZEVIP webinar: WSDOT staff will present the ZEVIP funding opportunity and take questions online at a Microsoft Teams Webinar. The webinar will be recorded in the event you're unable to attend. [Please register through Microsoft Teams](#).

ZEVIP distribution list: Interested parties may [sign up for zero-emission vehicle funding opportunities](#) via WSDOT's GovDelivery system. Please enroll in the funding subscription and select zero-emission vehicle grants.

1 Introduction

1.1 Purpose of solicitation

This is an open and competitive grant solicitation. WSDOT announces the availability of approximately \$22.5 million dollars in grant funding to install new and upgraded light-duty electric vehicle direct-current fast charging equipment along priority corridors.

1.2 Background

WSDOT's Office of Innovative Partnerships is directed by statute to develop and maintain a program to support the deployment of clean alternative fuel vehicle charging and refueling infrastructure that is supported by private financing. WSDOT refers to the program as the zero-emission vehicle infrastructure partnership or ZEVIP program.

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

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

1.2.1 Program rules

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

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

1.2.2 Agency mission integration

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

1.2.3 Changes from previous grant

Changes from the previous grant round include, but are not limited to, separating hydrogen and DCFC solicitations, requiring a 20% match contribution, simplifying the ranking criteria, adding cost caps per port, adding upgrades as eligible projects, alignment

with Climate Commitment Act funding requirements, and updating the technical operating requirements to reflect current industry standards.

1.2.4 EV Mapping and Planning Tool

Washington's [EV Mapping and Planning Tool](#) was created to provide spatial data and related information to support planning activities for new chargers. The interactive map is an exploratory tool to view over 100 data sets. Please [explore EV MAP](#) to aid in researching planned EV investments, overburdened communities, traffic counts, EV registrations, and forecasted infrastructure needs by census block group.

Applicants are encouraged to understand current and planned EV investments along state routes in Washington when planning for future sites. Planned EV investments from previous rounds of ZEVIP and Commerce's WAEVCP program can be found within [EV MAP](#), under the planned investment group layer.

1.3 Priority corridors

Priority corridors for EV charging infrastructure include **only state routes**, that is, no Interstate or U.S. route locations. For EV charging, Washington's goal is to install a station every 50 miles and within one travel mile of the priority corridor. All state routes can be found electronically at the [WSDOT Online Map Center](#) or added as a layer to [EV MAP](#).

WSDOT is planning for a large federal funding investment into DCFC stations along federally designated alternative fuel corridors which include Washington's Interstates and U.S. routes. Potential applicants with DCFC sites along Interstates and U.S. routes should register for the NEVI distribution list at [WSDOT's NEVI site](#) to learn about NEVI requirements, funding availability, and program implementation timelines. The U.S. Joint Office of Energy and Transportation maintains the website <https://driveelectric.gov/> which contains additional NEVI related rules, tools, datasets, and best practices.

1.4 Schedule of activities

Activity	Date	Time	Details
Funding announcement	11/26/25*		Posted to ZEVIP website
Pre-app webinar	12/12/25	10:00 a.m.	Register through Teams
Questions due	1/9/26	5:00 p.m.	To partnerships@wsdot.wa.gov
Answers/Amendments	1/23/26*		Posted to ZEVIP website
Applications due	2/12/26	5:00 p.m.	To partnerships@wsdot.wa.gov
Proposed awards	2/27/26*		Posted to ZEVIP website
Agreement finalized	3/31/26*		Email from grant manager
Final reimbursement	6/30/27		Final day of biennium

* or as soon as possible thereafter

1.4.1 Project timeline

The program goal is to have stations operational by the end of the biennium: June 30, 2027. Each charging port, charger, and charging station funded through this solicitation must operate for public use for at least five (5) years after its operational date. Final reimbursement requests must be submitted by June 30, 2027.

1.5 Pre-application webinar

There will be one pre-application webinar; participation in this meeting is optional but encouraged. The webinar will be held remotely through Microsoft Teams at the time date and date listed below:

**Friday, December 12, 2025
10:00 a.m. – 11:30 a.m. Pacific
Via Microsoft Teams**

To join this webinar, please [register through Teams](#). WSDOT will publish the attendee list and video of the presentation, if available, after the event. If you need assistance registering, please contact partnerships@wsdot.wa.gov.

1.6 Award determination

Applications passing the administrative screening criteria will be ranked based on evaluation criteria. Unless WSDOT exercises any of its other rights regarding this solicitation (e.g. to cancel the solicitation or reduce funding), charging stations will be recommended for funding in the ranked order for that corridor segment until all funds available under this solicitation are exhausted. Funds will be awarded at the charging station level.

If the funds available under this solicitation are insufficient to fully fund a charging station, WSDOT reserves the right to recommend partially funding that charging station. In this event, the proposed applicant and WSDOT grant manager shall meet and attempt to reach agreement on a reduced scope of work commensurate with the level of available funding.

1.7 Funding acknowledgement

ZEVIP is funded by Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov. To strengthen public awareness of how CCA funding is put to work, awardees will be directed to use a [funding acknowledgment](#) and/or logo on project related purchases and materials.

The law requires a minimum of 35%, with a goal of 40%, of total CCA investments provide direct and meaningful benefit to vulnerable populations within overburdened communities. The law also requires that at least 10% of total investments are made to benefit tribes. WSDOT reserves the right to select charging stations with lower scores that might not otherwise be selected, if required, to meet these objectives.

1.8 Available funding

A total of approximately \$22,500,000 million is available for awards under this solicitation. WSDOT may use the applicant pool from this notice of funding if additional funds become available during the 2025-2027 biennium. WSDOT, at its sole discretion, reserves the right to increase or decrease the amount of funds available under this solicitation.

1.9 Maximum award amounts per port

WSDOT has established a per port cost cap of \$15,000 for Level 2 ports and \$220,000 for DCFC ports. Therefore, based on the mandatory 20% match, the total amount that can be awarded per port is:

Level 2 port: \$12,000

DCFC port: \$176,000

1.10 Maximum number of applications and awards

Applicants must submit one application per site. There is no limit to the number of applications. Each site will be scored independently. A single applicant is eligible to receive no more than 30% of the total funds awarded under this solicitation. WSDOT reserves the right, at its sole discretion, to modify the single applicant cap.

1.11 Question and answer period

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

Question and answer sets will be published on WSDOT's ZEVIP website on the date listed in schedule of activities.

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

1.12 Single point of contact

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

Kara Symonds, ZEVIP Grant Manager
Washington State Department of Transportation
Email: partnerships@wsdot.wa.gov

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

2 Eligibility

2.1 Eligible applicants

The solicitation is open to public entities and non-profit organizations. All eligible applicants must either own the property where the charging station is located or must obtain a site-host agreement allowing the construction and operation of the station for at least five years. The following lists eligible applicant types.

- Incorporated nonprofits
- State, Local, or Tribal government agencies including but not limited to:
 - o Tribes
 - o Cities and towns
 - o Counties
 - o State agencies
 - o Special Districts (such as water-sewer districts, irrigation districts, fire districts, school districts, community college districts, hospital districts, transportation districts, and metropolitan municipal corporations)
 - o Port authorities
 - o Municipal utilities
 - o Public utility districts
 - o Air pollution control authorities

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

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

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

2.2 Eligible projects

Eligible projects must install a minimum of four, maximum of 8, networked ports, including:

- **New installations of EV charging infrastructure**, for example:
 - o New direct-current fast charging EVSE with at least four ports, maximum of 8 ports, supporting at least 150 kW per port simultaneous charging.
- **Upgrades of EV charging infrastructure**, for example:
 - o Upgrading an existing station, functional or non-functional, with new direct-current fast charging EVSE with at least four ports, maximum of 8 ports, supporting at least 150 kW per port simultaneous charging. This site cannot be under warranty, be within a publicly funded period of performance, or already have 4 networked ports supporting 150 kW simultaneous charging.

Please see the project requirements section in Section 3 for a complete list of EV infrastructure and technical operating requirements.

2.3 Eligible costs

Costs incurred for the following are eligible for WSDOT reimbursement or as the applicant's match share once the grant agreement has been formally executed:

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

- Personnel costs for design, permitting, construction, and installation.
- Equipment and materials necessary to construct and operate the proposed charging stations.
- Energy storage equipment.
- Maintenance agreements and warranty costs for the charging equipment for up to five years.
- Maintenance of the equipment during the term of the agreement, including customer service, service-level agreements, and network operating agreements.
- EV charging station connection to electrical service.
- Signage including trailblazer signage that clearly identifies the route from the highway to the station and on-site signage that identifies the charging site location to an approaching driver from any direction
- The addition of one Level 2 charger per station, and/or the addition of one 110V/120V outlet per station.
- Administrative overhead, or indirect costs, capped at 15%. Indirect costs higher than 15 percent must be pre-approved by WSDOT.

2.4 Ineligible project costs

The following project types are not eligible for reimbursement or as match share under this solicitation. This list is not comprehensive and additional items of cost may be ineligible in accordance with the agreement terms and conditions.

- Compliance with a Local, Regional, State, or Federal Law, Rule or Regulation. For example, state or federal building codes, including provisions requiring the installation of Electric Vehicle Capable, or Electric Vehicle Ready parking spaces, is not an allowable item of cost.
- Paper studies or research projects (e.g., a study to assess the cost and feasibility of station installations along certain regions/corridors).
- Surveys to determine interest in the installation of stations in a particular region/corridor.
- Proposals for any type of vehicle demonstration or demonstrations of existing technologies for public outreach/education.
- Cost of electricity to charge or fuel vehicles.
- Purchase or rental of real estate.
- Upgrade work covered under a warranty or period of performance.
- Foregone rent, profit, salaries, fringe, and indirect costs.
- Discounted or refunding equipment purchase costs.

2.5 Match funding requirements

The total match share is at least 20% of the total allowable cost for the charging station.

The total allowable project cost is the sum of the WSDOT's reimbursable share (up to maximum award per port) and the applicant's match share of the costs for the charging station.

Match funding means cash or in-kind contributions provided by the applicant/recipient or other parties that will be used in performance of the proposed project. Match share percentage is calculated by dividing the total match share contributions by the total allowable cost. Match share expenditures have the following requirements:

- All match share expenditures must conform to the terms and conditions of this solicitation and the resulting grant agreement.
- Applicants must disclose the source and provide verification and documentation for the match share funding committed to the project in the budget section of the application. For any match share committed by a third party (i.e., other than match share committed by the applicant), applicants must submit a letter of commitment from each match share partner identifying the source(s) and availability of match funding.
- During the term of the grant agreement, recipients will be required to document and verify all match share expenditures through invoices submitted to WSDOT.
- Match share funding may be in the form of cash or in-kind contributions such as donated labor hours and equipment.
- Equipment may count as match funds as long as the value of the contribution is based on documented market values or book values, prorated for its use in the project, and depreciated or amortized over the term of the project using generally accepted accounting principles (GAAP).

- Match share expenditures must be documented, reasonable, allowable, and allocable to the project as determined by WSDOT.
- Match share expenditures are allowable under an agreement only if they are incurred after an agreement is fully executed with the WSDOT. Both match and reimbursable expenditures incurred prior to the execution of an agreement will not be eligible costs. WSDOT is not liable for applicant's match share costs if the grant is not executed, if execution is delayed, or if the match share expenditure is not allowable under the terms and conditions of the grant or this solicitation.

2.5.1 Match share restrictions

- Other Sources of WSDOT Funding – Other sources of WSDOT funding may not be claimed as match share.
- Other sources of state funding - May be used unless specifically not allowed by that program.
- Funds already expended (or otherwise encumbered) – Applicants cannot claim funds that have already been expended or otherwise encumbered as match share. Match share expenditures are only allowable if they are incurred after an agreement is fully executed with WSDOT.
- Grant recipients must budget for permits for repairs, insurance (for all projects), etc. WSDOT will not reimburse expenditures for permitting for repairs or insurance (for all projects). However, these expenditures can be included as match share expenditure.

3 Project requirements

3.1 Compliance with applicable laws, regulations, and standards

All applicants proposed for award must comply with all applicable laws, ordinances, regulations, and standards, including and not limited to federal, state, and local electrical and building codes for construction.

3.2 Compliance with grant agreement terms and conditions

Each grant agreement resulting from this solicitation will include terms and conditions that set forth the grant recipient's rights and responsibilities. By submitting an application under this solicitation, each applicant agrees to enter into an agreement, if awarded, with WSDOT to conduct the proposed project according to the terms and conditions for this solicitation.

3.3 Historical and cultural artifacts

Project team must comply with the requirements of Governor's Executive Order 21-02. This includes providing project information to the Washington State Department of Archaeology and Historic Preservation and following any recommended consultation with any affected tribe(s).

3.4 Number and type of charging ports

Project must include a minimum of four, maximum of 8, networked ports, supporting at least 150 kW per port simultaneous charging. 25% of the ports need to be CCS1. CCS1, NACS/SAE J3400, and CHAdeMO are all eligible connector types for DCFC ports.

3.5 EV charging station accessibility and availability

Project must be located at a publicly accessible site in the State of Washington and available 24 hours per day, 7 days per week, year-round. Project must be located within a driving mile of a Washington state route.

Publicly accessible means the equipment is available to the public without restriction. A station that is not maintained or restricts access only to customers, tenants, employees, or other customers is not publicly accessible. This does not prohibit isolated or temporary interruptions in service or access because of maintenance or repairs.

The charging stations must have paved parking spaces available to render electric vehicle charging services. Charging stations and parking areas must be well lit. The charger user must be able to easily read any instructions on the charger and the area around the vehicle must have adequate lighting to allow the driver to safely walk from the charger to the charging port on the vehicle.

Since charging stations through this solicitation are intended to offer a service to the public, accessibility to all EV drivers is required. All recipients are required to comply with the Americans with Disabilities Act of 1990 by, at a minimum, adhering to the US Access Board's Design Recommendations for Accessible Electric Vehicle Charging Stations.

3.6 Project team

The project team must include a charging network provider that has demonstrated experience or has the capability to provide networking services for the charging stations for at least the entire 5-year in-service requirement.

The project team must include a private sector partner(s) who stands to gain indirect value from development of the project including, but not limited to, motor vehicle manufacturers, equipment manufacturers, dealerships, retail stores, utilities, economic developers, and tourism stakeholders.

3.8 Site host agreement

Project must be located at a site that is owned and not leased by the applicant, or applicants must have permission from the project site property owner to apply. If awarded funds, the applicant must have a host-operator agreement in place within 60 days of an executed agreement. Host-operator agreements must be in place for at least five years from the agreement effective date. Applications are ranked by the current status of the site host agreement.

3.9 Registration with AFDC

Upon completion of mutually executed grant agreement, awardees must register the planned station location with the U.S. Department of Energy's alternative fuel data center station locator tool at: www.afdc.energy.gov/. Once operational, the awardee must register the station with the same tool.

3.10 Charging equipment, installation, and operation

3.10.1 Power requirements

- DCFCs – Each DCFC charging port must support output voltages between 250 volts DC and 920 volts DC. Must have a continuous power delivery rating of at least 150 kW and supply power according to an EV's power delivery request up to 150 kW, simultaneously from each charging port at a charging station. Project should be supported by a grid connection of at least 600 kW. For projects not connecting to the grid with at least 600 kW, applicants will need to show in the project summary how the charging station will still comply with the simultaneous supply of 150 kW per charging port requirement.
- Level 2 – Each Level 2 charging port must have a continuous power delivery rating of at least 6.0 kW.

3.10.2 Connectors

- DCFCs – Allowed connector types include CCS1, NACS/SAE J3400, and CHAdeMO. At least 25% of the ports need to be CCS1.
- Level 2 – Allowed connector types include SAE J1772 and NACS.

3.10.3 Energy star certification

- Chargers must be Energy Star certified and listed on the Energy Star Product Finder Page at [Electric Vehicle Chargers | ENERGY STAR](https://www.energystar.gov/products/electric_vehicle_chargers). Chargers do not have to be certified at the time of submitting the proposal, but must be certified prior to submitting an invoice that seeks repayment for the chargers. Chargers over 350 kW are not required to be Energy Star certified.

3.10.4 Interoperability

- The chargers must conform to ISO 15118-3, and hardware must be capable of implementing both ISO 15118-2 and ISO 15118-20.
- Conformance testing for charger software and hardware should follow ISO 15118-4 and 15118-5, respectively.
- The chargers must conform to OCPP 2.0.1 or later. Manufacturers must attest that the charger conforms to OCPP 2.0.1 or later by detailing it on a publicly available charger specification sheet.
- The chargers must be designed to securely switch network providers without any changes in hardware.

3.10.5 Cybersecurity

- Successful applicants will be required to maintain a cybersecurity plan that details specific cybersecurity strategies and response protocols for the station. The cybersecurity plan must address compliance with the National Institute of Standards and Technology Cybersecurity Framework Profile for Electric Vehicle Fast Charging Infrastructure, International Standard 15118-20:2022 and be provided upon request.
- Cybersecurity strategies of the plan may include: user identity and access management; cryptographic agility and support of multiple PKIs; monitoring and detection; incident prevention and handling; configuration, vulnerability, and software update management; third-party cybersecurity testing and certification; and continuity of operation when communication between the charger and charging network is disrupted.
- The cybersecurity plan must include the protocol to report security incidents to the Washington State Department of Commerce's Emergency Management Office within 48 hours via email to wa.energyem@commerce.wa.gov. Security incidents are occurrences that actually or imminently jeopardize, without lawful authority, confidentiality, integrity, or availability of information or an information system; or constitute a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

3.10.6 Charger network connectivity

- Each charging port must be covered by and included in a networking agreement for at least five (5) years.
- Have network connectivity with one of the following:
 - o IEEE 802.11n for high-bandwidth wireless networking, or
 - o IEEE 802.3 for Ethernet for local- or wide-area network applications
- Be able to receive remote software updates, real-time protocol translation, encryption, and decryption, including:
 - o Internet Protocol (IP)-based processor which must support multiple protocols, and
 - o Compliance with Transmission Control Protocol (TCP)/IP and IPv6.
- Be able to connect to a network's back-end software

3.10.7 Safety and weather resistance

- The charging equipment must be certified by a Nationally Recognized Testing Laboratory to UL 2202 or UL 9741.
- The charging equipment must be able to withstand extreme weather conditions, including temperature extremes, flooding, heavy rains, and high winds.
- Display screens must be protected from malfunctions due to condensation and any local area weather conditions.

3.10.8 Emergency shut-off

- The 2023 National Electric Code specifies that each individual EVSE exceeding 60A or having more than 150V to ground requires a disconnect or emergency stop device. Emergency shutoff devices or electrical disconnects must be installed no fewer than 20 feet or more than 100 feet from chargers. The emergency shutoff must be installed in a readily accessible location in sight of the chargers and labeled.

3.10.9 Labor

- All labor performed must adhere to prevailing wage requirements.
- Each site must achieve an Apprenticeship Utilization Rate of at least 15%.
- Contractors, including electrical contractors, must have an active license from Labor and Industries, and be registered with L&I
- Electricians must be certified by L&I

3.10.10 Data sharing and submittals

- Ensure charger data fields are made available, free of charge, to third-party software developers, via application programming interface, including: location, operator and network name, access type, port information, and pricing structure.

3.10.11 Operations, maintenance, and uptime

- Must agree to operate and maintain the stations for at least **five years**.
- Must enter into a Service Level Agreement with a qualified partner to meet operations and maintenance requirements or submit an operations and maintenance plan that outlines how the project team will meet the operations and maintenance requirements.
 - o The SLA or O&M plan must include a regular preventive maintenance schedule, monitoring network performance, and dispatching maintenance technicians in a timely manner to address malfunctions and repairs within 48 hours of initial notice.
- Have a minimum five-year manufacturer's warranty.
- Include adequate cord length, protection, and storage.
- Maintain appropriate hardware and software that allows remote diagnostics, remote start of the charging equipment, and collecting and reporting usage data.
- Ensure each port has an average annual uptime greater than 97% as measured by the uptime percentage rate in the grant agreement terms and conditions.

3.10.12 Payment options

- To facilitate payments across networks, the EV service provider must maintain open charge point interface (OCPI) version 2.1.1 or higher.
- Stations must comply with WAC 16-662-210, EVSE payment method and fee disclosure requirements.

3.10.13 Customer service

- Provide customer support service that is accessible 24/7 via a toll-free telephone number clearly posted near the charging equipment that is available to EV drivers accessing the charging equipment. This customer support must include a mechanism to report outages, malfunctions, or other issues with charging infrastructure.
- Effectively communicate to EV drivers, when using and searching for a charging station, when a station is not working (e.g., through a mobile app, text alerts, or similar technology).
- Comply with WAC 16-662-215, EVSE language requirements.

3.10.14 Signage

- Equipment must comply with WAC 16-662-200, EVSE compliance dates.
- Any signage plan resulting as part of an award should conform to industry standards, including the Federal Highway Administration's Manual on Uniform Traffic Control Device.

4 How to apply

4.1 Application due date

Applications are due on Thursday, **February 12, 2026 at 5:00 p.m.** To ensure a competitive application process and to attract qualified projects, WSDOT reserves the right to extend or add application periods, as necessary.

4.2 Application format

Applications must be submitted in the following format: Microsoft Word or Adobe PDF and address all information requested in application elements. Applicants must follow all application format instructions, answer all questions, and supply all requested information. The format will allow WSDOT to evaluate each application uniformly, fairly, and in an expedited manner.

4.3 Application submittal

Applications must be submitted electronically to the ZEVIP grant manager, as follows. A confirmation reply will be sent.

Kara Symonds, ZEVIP Grant Manager
Washington State Department of Transportation
Email: partnerships@wsdot.wa.gov

4.4 Maximum number of applications

Applicants are eligible to submit for one station per application. Each application must adhere to all requirements contained in this solicitation. There is no maximum number of applications.

4.5 Application elements

Each application must include (1) certifications, (2) applicant information and project summary and (3) selected responses to all evaluation criteria, as detailed below.

Section 1. Certifications

By submitting an application, the applicant is certifying that:

- I am authorized to submit this application on behalf of the applicant.
- The information provided is true, correct, and reliable for purposes of evaluation for potential award.
- I authorize the WSDOT to make any inquiries necessary to verify the information presented in this application.
- I authorize WSDOT to obtain business credit reports and make any inquiries necessary to verify and evaluate the financial condition of the applicant.
- To the best of my knowledge, there are no organizational conflicts of interest. I acknowledge that WSDOT has a policy on Organizational Conflicts of Interest that is implemented by Manual [3043](#) and will follow conflict of interest policies, including [former state employee employment](#), [ethics in public contracting](#), and [limits on gifts](#).
- If funding is awarded for the project described in this application, I understand that a mutually executed agreement is required before costs can be incurred.

Section 2. Applicant information and project summary

1. Applicant name and organizational type (e.g., non-profit, government, district).
2. Applicant point of contact name, title, address, and e-mail address.
3. Statewide vendor number.
4. Budget – should include the total project cost, total amount of funds requested, and match amount and source. Suggested budget categories for state and match funding, if applicable:
 - a. Design, engineering and permitting
 - b. Equipment
 - c. Distributed energy resources
 - d. Operations and maintenance
5. Location – should include closest physical street address to project location and identification of priority corridor(s) the project serves.
6. Brief project summary.
7. Key partners - list all known organizations and companies involved in project planning, funding, or match support. Please include the private sector partner(s) who stand to gain indirect value from development of the project. Please include the network operator.

Section 3. Applicant response to ranking criteria

1. Applicant team experience (10 points maximum)

Please indicate the total team experience with the construction and operation of 50kW or higher EVSE which achieves 97% annual uptime. Please attach a table with charging station address information that supports the selection.

10+ projects (10 points)

5 to 9 projects (5 points)

1 to 4 projects (3 points)

No prior experience (0 points)

2. Charging gap (20 points maximum)

Please indicate the distance, in travel miles, to the nearest existing public DCFC site along the state route, or linked Interstates or U.S. routes, according to the [U.S. Department of Energy's Alternative Data Center](#) station locator. Under advanced filters, select U.S., Washington, fuel = Electric, charger type = DC Fast. Please attach a map that shows the proximity of the proposed project to the nearest DCFC site. WSDOT may revise the score based on planned EV investments from other grant programs.

- 20+ miles (20 points)
- 15.0 to 19.9 miles (15 points)
- 10.0 to 14.9 miles (10 points)
- 5.0 to 9.9 miles (5 points)
- 1.0 to 4.9 miles (1 points)
- 0 to 0.9 miles (0 points)

3. Utility coordination (15 points maximum)

Please indicate the closest approximation to your relationship with the electrical service provider at your station location. Please attach any related documentation from your service provider.

- Applicant has received the final utility site design for the proposed project (15 points)
- Applicant has received confirmation from the electrical utility that it will provide service and documents preliminary utility upgrades needed (10 points)
- Applicant has received confirmation from the electrical utility that it can provide service to the site if project is awarded (5 points)
- Applicant has identified the electrical utility (0 points)

4. Site host agreement (15 points maximum)

Please indicate the closest approximation to your relationship with the landowner/site host at your station location. Please attach any documentation that supports your selection.

- Applicant is the landowner or has a fully executed site host agreement for at least five years (15 points)

- Applicant has received a letter of intent from landowner to enter into site host agreement if the project is awarded (10 points)
- Applicant has received correspondence from the landowner that they are willing to serve as a site host if project is awarded (5 points)
- Applicant has identified landowner (0 points)

5. Overburdened communities (10 points maximum)

Please indicate if the project location falls within an overburdened community, according to the Office of Financial Management's [Overburdened Communities of Washington State map](#).

- Yes (10 points)
- No (0 points)

6. Easily accessible amenities (20 points maximum)

Please select all amenities that are located within walking distance (no more than 1,000 feet) from the station location. 5 points each. Please attach a map showing station location, walking route, and distance(s) to amenities, if applicable.

- Publicly accessible restrooms
- Pull through charging for trucks and trailers
- Access to restaurant, retail, or convenience store
- On-site staff that will respond to charger malfunctions

7. Median household income (10 points maximum)

Please indicate the project's census tract score for Median Household Income, based on the [Washington Tracking Network](#) – Social Vulnerability - Socioeconomic Determinants layer? Select one:

- Rank 9 or 10 (10 points)
- Rank 7 or 8 (8 points)
- Rank 5 or 6 (5 points)
- Rank 1 to 4 (0 points)

5 Project evaluation

5.1 Administrative screening criteria (pass/fail)

- Application was submitted by deadline in the format required.
- The applicant is an eligible applicant.
- The project is an eligible project.
- The application does not contain any confidential information or identify any portion of the application as confidential.

5.2 Technical evaluation

Applications passing all administrative screening criteria will be scored based on the evaluation criteria in this solicitation.

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

5.3 Evaluation criteria

Criterion	Possible Points
Team experience	10
Charging gaps	20
Utility coordination	15
Site host agreement	15
Overburdened communities	10
Easily accessible amenities	20
Median household income	10
Total possible points	100

Tiebreaker

If the score for two or more applications for the same corridor are tied, the application with a higher score in easily accessible amenities category will be prioritized. The score for site host agreement will be used as the second tiebreaker. The score for median household income will be used as the third tiebreaker.

5.4 Award determination

Applicants passing administrative screening will compete based on ranking criteria; each applicant will be scored and ranked based on those criteria. The highest ranked applications will be recommended for funding.

WSDOT reserves the right to recommend awarding projects in a manner that ensures 40% of investments are within overburdened communities, 10% of funding goes toward tribal projects or projects that are supported by tribal resolution, and projects achieve geographic parity. WSDOT may use planned investments from other funding programs, such as previous ZEVIP solicitations, Commerce's WAEVCP awards, and NEVI program awards, in the assessment of proposing awards for geographic parity.

WSDOT reserves the right to recommend partial funding of any proposal. In this event, the proposed applicant/awardee and WSDOT's ZEVIP grant manager must meet and reach agreement on a reduced scope of work commensurate with the level of available funding.

5.5 Notice of proposed awards

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

5.6 Application debrief

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

5.7 Complaint and protest procedures

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

5.7.1 Complaints prior to award

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

WSDOT Innovative Partnerships
Attn: Tonia Buell, Alternative Fuels Program Manager
Email: tonia.buell@wsdot.wa.gov

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

5.7.2 Protests after award

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

- Failed to follow procedures established in Application Instructions, or applicable State or Federal laws or regulations.
- There was bias, discrimination or conflict of interest on the evaluation.

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

Anthony Buckley, Innovative Partnerships Director
Washington State Department of Transportation
Email: anthony.buckley@wsdot.wa.gov

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

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

Doug Vaughn, Principal Financial Officer
Washington State Department of Transportation
Email: doug.vaughn@wsdot.wa.gov

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

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

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

5.7.3 Protest form and content

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

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

6 Administration

6.1 Confidential information

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

6.2 Solicitation cancelation and amendments

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

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

If the solicitation is amended, WSDOT will publish the amendment on its ZEVIP grant website by the date listed in schedule of activities.

6.3 Grounds to reject

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

- The application contains false or intentionally misleading statements or references which do not support an attribute or condition contended by the applicant.
- The application is intended to mislead the State erroneously and fallaciously in its evaluation of the application and the attribute, condition, or capability is a requirement of this solicitation.

- The application does not literally comply or contains caveats that conflict with the solicitation and the variation or deviation is material or it is otherwise non-responsive.

6.4 Terms and conditions

Each grant agreement resulting from this solicitation will include terms and conditions that set forth the recipient's rights and responsibilities. By submitting an application, each applicant agrees to enter into an agreement, if awarded, with WSDOT to conduct the proposed project according to the terms and conditions that correspond to its organization.

6.5 Errors

If an applicant discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, the applicant must immediately notify the WSDOT ZEVIP grant manager of such error in writing and request modification or clarification of the document.

Modifications or clarifications will be given by written notice of all parties on the ZEVIP website, without divulging the source of the request for clarification.

6.6 Modifying or withdrawal of application

An applicant may, by letter to WSDOT's grant manager, withdraw or modify a submitted application before the deadline to submit applications. Applications cannot be changed after that date and time. An application cannot be timed to expire on a specific date. For example, a statement such as the following is non-responsive to the solicitation: "This application and the cost estimate are valid for 60 days."

6.7 Immaterial defect

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

6.8 Disposition of applicant's documents

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

6.9 Applicant's admonishment

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

date and time, and make sure that all procedures and requirements of the solicitation are followed and appropriately addressed.

6.10 Agreement requirements

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

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

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

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

6.11 No agreement until signed and approved

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

6.12 Reporting requirements

6.12.1 Quarterly progress reports

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

6.12.2 Final report

A final report will be submitted to the ZEVIP grant manager upon completion of the project, no later than 30 days after the project completion date established by the grant agreement or future amendments. WSDOT will provide a template of the quarterly progress reports to grant recipients.

6.12.3 Annual follow-up reports for EV charging stations

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

- Charging station identifier.
- Charging station port identifier.
- Port uptime percentage.
 - o Include total minutes of outage and total minutes of outage caused by the following reasons outside the charging station operators' control, provided that the operator can demonstrate the port would otherwise be operational: electrical utility service interruptions, failure to charge or meet power expectations due to the vehicle, scheduled maintenance, vandalism, or natural disasters. The grant agreement will contain an uptime calculation formula.
- Total kWh dispensed per port.
- Charging time per port.
- Types of fees charged to customers and methods of payment collection.
- Average monthly peak power in kW per port (if available).

6.13 In Good Standing policy

WSDOT is responsible for administering grant funds in accordance with state laws. To ensure compliance with state laws and commonly recognized best practices for grant management, WSDOT has implemented an In Good Standing policy.

All grant recipients must maintain In Good Standing status to receive payments and be eligible for future funding consideration from WSDOT.