

**RFP EM-010-2021: DCFC ELECTRIC VEHICLE CHARGING (PHASE 3)**  
**Responses to Questions as of March 8, 2021**  
**(Including Pre-Bidder's Conference #2)**

1. **What locations are eligible in the target area along I-95 in Lewiston and Auburn.**

**Response:** Eligible host sites bidding to serve this target area must be located within the towns of Lewiston or Auburn and must be located within 3 miles of the nearest exits from I-95. See Section 4.4 of the RFP.

2. **Can you provide any data on usage for chargers awarded in the Trust's Phase 1 solicitation (for DCFC)?**

**Response:** Usage data from the past 12 months is summarized here for the two DC fast chargers at Kennebunk Plaza, Northbound. During that period, the fast chargers at this location experienced a total of 802 visits, 635 unique drivers, and an average session length of 29 minutes and 38 seconds. Readers are reminded that travel patterns during this period have been significantly disrupted by the Covid-19 pandemic and the usage reported here may not be representative of a typical year.

3. **What obligations apply to successful project bidders and host sites at the end of the 5-year contract?**

**Response:** There are no ongoing obligations beyond the contract term. Specifically, as noted in Rider F of the General Contract (see RFP Attachment C), the Trust will replicate its past practice establishing an option to purchase the EV equipment purchased and installed in connection with the incentives from the Trust. This option applies at any time after the termination or expiration of the contract, extending for a period of three (3) years beyond the completion of the original contract term. Details of the option can be found in Rider F.

4. **Would it be reasonable to factor in removal costs at this point and should we factor in some amount to address the situation if the site host wants out of the agreement? Would removal costs be considered an eligible cost? Is this in the site host agreement or is this something that the Trust would consider?**

**Response:** The Trust declines to offer advice on commercial practices. Removal costs will not be considered eligible costs against which the Trust's incentive may be applied and should not be factored into the cost estimates for purposes of completing the Project Cost Proposal Form found in RFP Attachment B.

5. **What about ADA requirements? If they cause additional costs, are the costs eligible? Is there any additional guidance you can offer?**

**Response:** Costs directly related to the construction and installation, including incremental construction costs (e.g., paving, curb cuts), if any, that relate to making the new chargers and associated parking spaces ADA compliant, would be eligible costs for purposes of determining the total eligible project costs.

The Trust does not provide legal advice on ADA compliance. It is the obligation of the bidder to know and follow ADA requirements. Bidders can find helpful guidance about installation at the following weblinks.

US Department of Energy: ADA Compliance for Workplace Charging Installation  
[https://afdc.energy.gov/files/u/publication/WPCC\\_complyingwithADArequirements\\_1114.pdf](https://afdc.energy.gov/files/u/publication/WPCC_complyingwithADArequirements_1114.pdf)

Drive Electric Vermont Installation Guide: <https://www.driveelectricvt.com/charging-stations/installation-guide>

ChargeNY  
<https://www.nyserda.ny.gov/All-Programs/Programs/ChargeNY/Charge-Electric/Best-Practices>

Maine Department of Labor - ADA resources  
<https://www.maine.gov/rehab/ada/>

6. **Does the Q&A period preclude the parties from further contract negotiations with Efficiency Maine?**

**Response:** Contract negotiations cannot be engaged in during the Q&A period or prior to submitting a bid. As instructed in the RFP, bidders are asked to indicate on the Proposal Cover Sheet Form (Attachment A) if there are any specific terms and conditions in the contract (Attachment C) that the bidder will not accept and to enumerate the exceptions on a separate page.

7. **Is the operator allowed to adjust the price for EV charging after the term of the contract?**

**Response:** After the expiration of the contract, there is no restriction on the pricing that the operator may charge.

8. **Is the RFP requesting bids on only 3 locations, or would the Trust be open to funding more than 3?**

**Response:** This RFP does not impose a limit of 3 sites. On the contrary, the Trust would like to maximize the number of sites developed, for the grant funds available, within the target areas enumerated in the RFP. Among other criteria, the Trust will be scoring applications for the proposed location's strategic value. Strategic value of a proposed location for EV chargers will include consideration of the distance between the proposed chargers and the next nearest universal DCFC as well as the location's usefulness in "filling gaps" in the network of DCFC in Maine. Bidders are advised that as more funding becomes available, the Trust plans to issue additional RFPs to cover more areas of the state.

**9. The parking fee can be charged to prevent people from "camping out" at the unit within constraints of "commercial reasonableness." Does the Trust have a method for determining what parking fees would be fair?**

**Response:** The Trust's contract requires that the rates or fees be commercially reasonable. With regard to parking, the Trust's plan for determining commercial reasonableness is to compare parking fees assessed at other EV charging stations in Maine and across the region, and also to determine if the rates are reasonably structured to discourage drivers overstaying (after their charging session is complete) and/or blocking access to the chargers for other EV drivers.

The Trust understands that some bidders may structure their charging fees (during the charging session) to include a component that applies to parking or other services. Bidders are advised that the best description of the Trust's expectations for the structure of charging fees may be found in Section B(5)(c) of Rider A to the General Contract, found in RFP Attachment C, which states in part.

"c. ... Recipient acknowledges that Maine's objective is that any financial charge, cost, or fee assessed in connection with utilization of any EV Charger be commercially reasonable. Recipient's goal is to price charging at, or below gas parity and in no circumstances above +25% of the cost of the amount of gasoline needed for an average passenger vehicle to travel the same distance provided by the charging event, where the average passenger vehicle fuel economy is 27.9 mi/gal, the average EV efficiency is 3.06 mi/kWh, and the price of a gallon of regular gasoline in New England is as calculated by the US Energy Information Administration.

([https://www.eia.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_r1x\\_a.htm](https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r1x_a.htm)). The goals and limitations on pricing of EV charging that are enumerated in this paragraph do not impact or limit pricing of parking after an EV's battery is fully charged."

(Emphasis added).

**10. If a bidder seeks to use a backup generator, how would this impact receiving the Demand Charge Incentive?**

**Response:** If a bidder wishes to be eligible for the Demand Charge Incentive, the Trust must be able to identify the actual demand from the two DCFC that are the subject of this RFP. The Trust does not require that charger configuration include a backup generator. However, if a bidder intends to include a backup generator, please describe in your proposal how this will affect the kW demand charges and how the Trust will be able to identify or calculate the demand charges incurred by the two DCFC. For further guidance on metering of electrical service, see these [utility contacts](#) posted on the [RFP webpage](#).

**11. Would EMT consider flipping the demand charges so that the amount of reimbursement will be more in the later years than the early years?**

Response: No.