



**EFFICIENCY MAINE TRUST
REQUEST FOR PROPOSALS FOR
LEVEL 2 PUBLIC EV CHARGING STATIONS – SECOND ROUND**

RFP EM-007-2020

Date Issued: October 7, 2019

Closing Date: November 12, 2019 3:00 p.m. local time

TABLE OF CONTENTS

SECTION 1 – RFP INFORMATION AND INSTRUCTIONS..... 3

SECTION 2 – BACKGROUND INFORMATION 5

SECTION 3 – SCOPE OF WORK..... 10

SECTION 4 – PROPOSAL REQUIREMENTS..... 14

SECTION 5 – PROPOSAL EVALUATION AND AWARD..... 15

SECTION 6 – GENERAL CONDITIONS 17

Separate Attachments:

Attachment A – Terms and Conditions

SECTION 1 – RFP INFORMATION AND INSTRUCTIONS

1.1 Title and Purpose

Title: RFP EM-007-2020 – LEVEL 2 PUBLIC EV CHARGING STATIONS – SECOND ROUND

Purpose: Through this Request for Proposals (RFP), the Efficiency Maine Trust (the Trust) seeks proposals from qualified bidders (or teams of bidders) to host, purchase, install and operate public Level 2 EV chargers to serve electric vehicles (EV) at locations throughout Maine where there is a high likelihood of significant use and longevity.

A Level 2 EV charger is defined in the Definitions in section 2.2.1 of this RFP.

Eligible locations or uses of EV charging equipment to be funded through this RFP includes locations that are open to the public and may include workplaces or multi-unit dwellings, as defined in the Definitions in section 2.2.1 of this RFP.

1.2 Designated Contact Person for this RFP

Jennifer Brennan, Program Manager
 Electric Vehicle Initiatives
 Efficiency Maine Trust
 168 Capitol Street, Suite 1
 Augusta, ME 04330-6856
 Phone: (207) 213-4151
 Email: Jennifer.brennan@efficiencymaine.com

1.3 Schedule of Activities

Event	Date/Deadline
RFP Issued	October 7, 2019
Question Period Closes	October 14, 2019 (4:00 PM local time)
Responses to Questions Posted	October 18, 2019
Proposals Due at Efficiency Maine Trust Office	November 12, 2019 (3:00 PM local time)
Anticipated Award Date	November 26, 2019

Schedule changes: The Trust reserves the right to modify this schedule at its discretion. Any changes or additional information regarding the RFP schedule and pre-bid activities, including responses to questions, will be posted on the Trust's website at:

<http://www.efficiencymaine.com/opportunities>

1.4 Questions

Questions regarding this RFP must be submitted by email to the Designated Contact Person listed in section 1.2 prior to the close of the Question Period specified in section 1.3. The subject line of the email should read: RFP EM-007-2020 Questions. No other channels or opportunities for posing questions

will be allowed once the RFP has been posted. Responses to questions will be posted on the Trust's website at the link provided in Section 1.3, above.

1.5 Proposal Submittal Deadline

Proposals must be received at the Trust's office by the due date and time specified in section 1.3. Any proposal received after the deadline will not be considered. Proposals must be complete when submitted; changes or additions will not be accepted after the specified due date and time, except for any clarifications requested of bidders by the Trust. Each bidder is responsible for ensuring timely receipt of its proposal. Further details regarding proposal requirements are provided in section 4 of this RFP. Proposals may be submitted by email to the email address listed in section 1.2, above.

1.6 Cost of Proposal Preparation

Costs incurred in the preparation of any proposal in response to this RFP are the sole responsibility of the bidder. Such costs are not eligible for inclusion in calculation of the project cost.

1.7 Term for Implementation

As described in Section 1.8, the Trust will notify bidders of the award decision with a package comprised of a notification of the project award and the terms and conditions for the use of the incentive being awarded. The bidder will have 18 months from the date of the Project Award Notification Letter to complete the installation and commissioning of the Level 2 charger(s) and submit all final invoices for the financial incentive. By accepting the award, the bidder commits to continuously operate the Level 2 charger(s) acquired through this solicitation for a period of four (4) years, at the locations identified in the proposal, and to provide periodic reporting to the Trust regarding usage and operation of the Level 2 chargers.

1.8 Award

The Trust will notify all bidders of the award decision by email containing a Project Award Notification Letter. Incorporated in this notification will be the Terms and Conditions for the Electric Vehicle Supply Equipment Initiative (Terms and Conditions). The Trust anticipates making multiple awards under this RFP. The anticipated award date is specified in section 1.3. The Trust reserves the right to negotiate the final Terms and Conditions of the award with a winning bidder whose proposal is selected by the Trust, and to reject any winning bidder with whom the Trust cannot agree to terms and conditions meeting the Trust's needs, in the Trust's sole judgment.

Award recipients will be required to acknowledge and agree to the Efficiency Maine Trust's Project Award Notification Letter and the Terms and Conditions incorporated therein. All awards are subject to the recipient's compliance with this RFP and the Terms and Conditions. If the Trust does not come to agreement with the recipient within 60 days from the Review Team's decision, it reserves the right to rescind the award and reallocate funds. The Trust reserves the right to adjust the final award amount based on as-built costs and otherwise as necessary to maintain the program award limitations set forth in this RFP.

1.9 Contracting Process

The selection of service providers and grant recipients is governed by the Efficiency Maine Trust Rule Chapter 1: Contracting Process for Service Providers and Grant Recipients, which can be found on the Trust's website:

<http://www.efficiencymaine.com/docs/Chapter-1-Contracting-Process-for-Service-Providers-and-Grant-Recipients.pdf>

SECTION 2 – BACKGROUND INFORMATION

2.1 Efficiency Maine Trust

The Trust is the independent administrator for programs to improve the efficiency of energy use and reduce greenhouse gases in Maine. The Trust does this primarily by delivering financial incentives for the purchase of high-efficiency equipment or to assist in making changes to operations that help customers save electricity, natural gas and other fuels throughout the Maine economy. The Trust is an independent, quasi-state agency governed by a Board of Trustees with oversight from the Maine Public Utilities Commission.

2.2 Background and Context

The Trust is responsible for administering funds dedicated to developing an EV charging infrastructure in Maine. The initiative is called the Maine Electric Vehicle Supply Equipment Initiative (EVSE Initiative) which is described generally in the "Working Plan" and can be found online at: <https://www.efficiencymaine.com/at-work/electric-vehicle-charging/>. The EVSE Initiative represents one component of Maine's Beneficiary Mitigation Plan for the use of the funds from Volkswagen (VW) as part of a settlement of federal lawsuits (the VW Settlement funds).

At present, the Working Plan contemplates three phases to the EVSE Initiative. This RFP seeks proposals in a second round to finalize the implementation of Phase 2 of the plan.¹ The Trust expects to make multiple awards. A critical goal for the RFP is to further develop Maine's charging infrastructure through the addition of Level 2 chargers at publicly accessible locations such as municipal properties, retail stores, gas stations, workplaces, hotels, multifamily buildings, and other public sites along transportation and high traffic destinations. The installation of these stations is expected to provide convenient, reliable charging and allow an EV driver to travel along transportation corridors in Maine without experiencing range anxiety. Through this RFP the Trust will use funds from the VW Settlement to award financial incentives to bidders (individuals or teams) to install Level 2 charging stations at strategic locations in Maine.

¹ The other phases of the Working Plan, which are each the subject of separate RFPs, are intended to focus primarily on Level 3 "fast chargers." In July 2018, the Trust solicited and then awarded a contract for Phase 1 which will be used to install Level 3 charging stations in seven locations along the Maine Turnpike and along three priority corridors in Western Maine. These fast chargers will be accompanied by a Level 2 charger to serve as a backup and also for older model EVs and for plug-in hybrid EVs. After completing the Phase 2 bid process, the Trust anticipates issuing a subsequent request for proposals and/or program opportunity notice for additional Level 3 EV charging infrastructure and host sites along specific, identified stretches of priority corridors.

2.2.1 Definitions:

- All-Electric shall mean powered exclusively by electricity provided by a battery, fuel cell, or the grid.
- Charging station: A charging station (also sometimes called a “charger” or “charging dock”) supplies electricity to an electric vehicle. A charging station provides electric power to a vehicle to recharge the vehicle's batteries. A charging station includes the electrical conductors and related equipment, (which may include software) and communications protocols that deliver energy efficiently and safely to the vehicle. An individual charging station may have one or more “ports” or “plugs” that connect the electricity supply to one or more EVs. There may be one or more charging stations located at each host site. Use of the term “station” in this context is **not** the same as in the context of a “gas station” or “service station.” As used here, an individual charging station is analogous to an individual fuel pump.
- Eligible Multi-Unit Dwelling (MUD): A single property, such as an apartment complex, that is home to at least 30 dwelling units and has total parking capacity of more than 20 spaces.
- Eligible Workplace: A property where at least 50 employees work at least five (5) days per week that has total parking capacity of more than 20 spaces. For properties such as a mall, the definition will be met even if the employees do not all work for the same employer so long as the parking lot is easily accessible to all employees.
- EV Corridor: A section or stretch of road and/or interstate highway along which the Working Plan of the Maine EVSE Initiative has prioritized promoting the increased purchase or use of EVs, including hybrid EVs, consistent with the goals and objectives of Section 2.3 (below) of this RFP.
- Government shall mean a State or local government agency (including a school district, municipality, city, county, special district, transit district, joint powers authority, or port authority, owning fleet vehicles purchased or leased with government funds), and a tribal government or native village.
- Host Site: A specific geographic location on a specific property at which the property owner consents to host one or more EV chargers accessible to the public.
- Hybrid shall mean a vehicle that combines an internal combustion engine with a battery and electric motor.
- Level 2 Charger: A type of EV charging station capable of providing electric power at a minimum 7.2 kW continuous with electric service rated at not less than 240V/40A (32A continuous) to an EV. As noted above, a charger may have a single port (or “plug”) or may be equipped with dual ports.
- Networked: Refers to a combination of EV charging equipment components and software that allows for centralized management, administration, communication, diagnostics, data collection, and potential point of sale capabilities.
- Plug-in Hybrid Electric Vehicle (PHEV) shall mean a vehicle that is similar to a Hybrid but is equipped with a larger, more advanced battery that allows the vehicle to be plugged in and recharged in addition to refueling with gasoline. This larger battery allows the car to be driven on a combination of electric and gasoline fuels.
- Publicly Available: In the context of this RFP, publicly available means that charging stations at a host site are accessible to the general public at least 12 consecutive hours per day, at least 6 days per week, provided that for an Eligible MUD or an Eligible Workplace, the chargers will be considered publicly available even if they are restricted to use by tenants, employees, or to

visitors during normal business hours.

- Zero Emission Vehicle (ZEV) shall mean a vehicle that produces no emissions from the onboard source of power (e.g., All-Electric or hydrogen fuel cell vehicles).

2.3 Project Goals and Objectives

This solicitation seeks proposals that will complete the installation of publicly available Level 2 electric vehicle charging stations. The selected bidder(s) or bid team(s) will be expected to host, install, operate, maintain and promote the use of the charging stations.

Through this RFP, the Trust seeks to achieve several objectives. One objective is to further develop Maine's destination charging infrastructure through the addition of Level 2 chargers at workplaces, hotels, multifamily buildings, and other public sites. A second objective is to select Level 2 charging sites that will maximize the probability of high usage. A third objective is to engage Maine consumers and communities by mitigating "Range Anxiety" for local EV travelers and reducing energy costs for Maine drivers. Finally, the Trust aims to support the transformation of the marketplace toward lower cost, lower emission vehicles.

Eligible Locations

As described in the Working Plan for Maine's EVSE Initiative, the release of this "Phase 2" RFP is intended to solicit proposals for the development and operation of Level 2 EV charging stations in locations that will further develop and "fill in" the network of EV chargers across the state as well as to improve local access and destination charging.

Charging stations may be located anywhere in Maine where there is a very high likelihood of receiving frequent and extensive use by the public, employees, or tenants. These locations will encourage EV ownership and use in Maine through the strategic and highly visible nature of the sites.

Applicants may bid to develop and serve multiple sites but must submit individual Project Application forms and Project Cost Proposal Forms for each site.

Bidders will be limited to a maximum of 4 charging stations per site. (As defined above, each charging station may have a single port (or "plug") or may be equipped with dual ports.

Eligible Sites

Awardees must install charging equipment at one of the following types of sites:

Public Site: A public site is a facility with at least ten (10) parking spaces that is open to the general public at least twelve (12) hours per day, at least six (6) days per week. Examples of public sites include municipal or privately-operated parking lots or garages, parking at retail locations, restaurants, parks, schools, destination locations, etc. Charging Equipment at public sites may be intended primarily for patrons but should be available to any visitor to use.

Workplace Site: A workplace site is a facility with at least twenty (20) parking spaces that primarily serves employees who work at or nearby the facility. Workplace sites must have a minimum of 50 employees regularly working at the site. The Charging Equipment must either be installed at parking

spaces reserved for employees or be installed in a general use parking facility at which at least 50 percent of people parking at a workplace site on a typical business day are employees of an organization doing business on or adjacent to the premises. Workplace sites may be employee-only parking lots or parking areas. Charging Equipment at workplace sites may be restricted to use by employees only or may be open to a broader user group. Examples of workplace sites include office buildings, universities, schools, hospitals, and other similar facilities.

Multi-Unit Dwelling (MUD) Site: A MUD site is a facility with at least twenty (20) parking spaces that primarily serves a MUD with thirty (30) or more housing units. More than 50 percent of vehicles regularly parked at a MUD site between 7 PM and 7 AM must be resident-owned. Examples of MUD sites include apartment buildings, condominiums, and co-ops. Individual residents or tenants who are not the building owner may not be the Equipment Owner at a MUD site. Charging Equipment at MUD sites may be restricted to use by residents only or may be open to a broader user group.

Awards made under this RFP may only be used to cover costs that are eligible for the use of VW Trust Funds. As it relates to this RFP, eligible costs are those costs necessary for, and directly connected to, the acquisition and installation of new EV charging stations available to the public, as described more fully below.

Eligible Costs

The costs of the following items will be eligible for reimbursement using the funds administered under this RFP (subject to the cost share requirements and the proposed bid):

- Level 2 charging stations
- Utility upgrades such as transformers and extensions
- Other hard costs (concrete, conduit, wire, signage, etc.) directly related to the installation of the chargers
- Other equipment and non-labor project costs including charger design and engineering, permitting, and project management
- Shipping of equipment
- Personnel costs for site design, site preparation, and installation
- Equipment and materials necessary to construct and operate the proposed charging stations
- Maintenance and warranty costs for the charging equipment
- Hardware and software and associated services that are required to make the chargers “networked”.

Non-Eligible Costs

The costs of the following items or activities ARE NOT eligible for use of the VW funding from Efficiency Maine under this RFP, (i.e., if bidders elect to incur these costs, the costs will not be eligible for reimbursement from the funds awarded through this RFP and will not be counted in the calculation of the total eligible project costs):

- Paper studies or research projects (e.g., a study which assesses the cost and feasibility of electric vehicle charging station installations along certain regions/corridors)

- Surveys to determine interest in the installation of electric vehicle charging stations in a particular region/corridor
- Proposals for any type of vehicle demonstration or demonstrations of existing technologies for public outreach/education
- Purchase or rental of real-estate
- Other capital costs (e.g., construction of buildings, parking facilities, etc.)
- Photovoltaic (PV) equipment
- Battery storage equipment
- General maintenance (i.e., maintenance other than of the Supply Equipment)
- Any and all elements of an electric utility bill.

Awards made through this RFP will be calculated either as a percentage of eligible project costs or maximum dollar amount per charging station, whichever is less. The program will provide a maximum incentive of 50% of eligible costs or \$5,000 per Level 2 charging station. Please note that the incentive amount listed is not a fixed incentive amount, but rather a maximum allowable incentive amount. The final incentive award amount for a project will be capped at a percentage of final actual allowable project costs as identified in the following table.

Incentive Amounts for Projects

Maximum % of Total Allowable Project Costs	Or (whichever is less)	Maximum Incentive per Level 2 Charger
50%	or	\$5,000

The incentive will be disbursed after the project has been completed, all supporting invoices are provided, a satisfactory post installation inspection has been completed, and the final award amount has been determined. Where the percent of total project costs is used to determine the incentive, the final award amount will reflect the actual, as-built allowable costs, not what the costs estimated in the bid.

2.4 Additional Sources of Information

Following are links to additional information that bidders may find helpful in preparing a response to this RFP:

TITLE	LOCATION (link)
Efficiency Maine Trust EVSE website	https://www.energymaine.com/at-work/electric-vehicle-supply-equipment-initiative/
Efficiency Maine Vehicle Supply Equipment Working Plan	https://www.energymaine.com/docs/Electric_Vehicle_Supply_Equipment_Working_Plan.pdf
FY 2018 Efficiency Maine Trust Annual Report	https://www.energymaine.com/about/library/reports/
Maine DOT Volkswagen Diesel Emissions Settlement Resources	http://maine.gov/mdot/vw/

SECTION 3 – SCOPE OF WORK

3.1 Overview

The Efficiency Maine Trust (the “Trust” or “Efficiency Maine”) seeks qualified bidder(s) or team(s) of bidders to purchase and install Level 2 electric vehicle charging stations at eligible locations in Maine. The Trust expects to make multiple awards through this RFP and does not expect or require that all locations will be consolidated into a single bid or proposed by a single owner or vendor. The Trust will issue a separate award for each location.

3.2 Primary Project Requirements and Tasks

The proposals awarded through this RFP will identify a lead party who is referred to for purposes of this RFP as the Awardee. The Awardee(s) will be responsible for providing Level 2 Electric Vehicle (EV) charging hardware, installation services, and network operations (if applicable) for publicly available EV charging services to consumers at selected host sites in Maine. The scope of work includes all necessary hardware, software and related equipment and infrastructure to install and operate Level 2 stations; site selection, design, engineering, construction and installation of the specified charging stations; and network operations (if applicable). Installations must be completed no later than 18 months after the Award Notification Letter has been received and accepted by the Awardee.

Tasks, technical specifications, and requirements are outlined in the following sections.

The Awardee(s) will be required to deliver the project(s) in accordance with the terms of this RFP, the Project Award Notification Letter, and incorporated Terms and Conditions. The Awardee shall complete the following primary tasks which include, but are not limited to:

3.2.1 Install EV Charging Stations Meeting the Following Requirements:

1. Installation: The Awardee is responsible for achieving a completed, fully operational installation at the EV Charging Site, to include:
 - a. Obtaining all applicable local, state and federal permits required for installation and operation of the EV charging station;
 - b. Ensuring that all installation work as it pertains to site preparation, curbing, striping, signage, charging equipment, billing and networking systems (if applicable), and electrical interconnections is installed:
 - i. consistent with the manufacturers’ specifications;
 - ii. consistent with any project design proposed in the bid;
 - iii. in accordance with all applicable local, state and federal zoning and code requirements; and
 - iv. is working properly;
 - c. Coordinating the installation activities, as needed and applicable, with the equipment manufacturer, Host Site, networking service (if applicable), electric utility, and any sub-contractors needed to complete the work.
2. Configuration: The charging stations will be configured as follows:
 - a. If the charging stations are **not “networked”** as defined in this RFP, then the host site is required to have at least two (2) separate Level 2 chargers served by two

-
- separate electrical circuits.
 - b. If a charging station is **networked**, then the bid may propose a solo charging station at the host site. A bid may not propose a single, solo charging station at a host site unless the bid also proposes to ensure that the charger is networked at the time of commissioning.
 - c. The requirements of sub-sections (a) and (b) of this section are not impacted by the number of ports/plugs coming off of each Level 2 charging station.
 - d. One dedicated parking space for each port/plug of the Level 2 charger;
 - e. Hard-wired Level 2 EV 208/240-volt charger(s) with a cord connector that meets the SAE J1772 standard.
 - f. Minimum charging cable length of 18 feet.
 - g. Able to charge EVs produced by multiple manufacturers.
 - h. If a charging station is equipped to accept payment, it must enable the payment option for all EV drivers without restrictions based on network membership or subscription.
3. Charging Equipment Requirements: The Awardee is responsible for ensuring that each Level 2 charging station:
- a. Is a type of EV charging station that will provide electric power at each plug/port at a minimum 7.2 kW continuous with electric service rated at not less than 240V/ 40A (32A continuous).
 - b. Is new, and unused (not refurbished / remanufactured);
 - c. Includes all cables, connectors, interfaces, documentation for all components, and any other items necessary for full operation at the Host Site;
 - d. Includes all standard manufacturer accessories;
 - e. Has the ability to stop the flow of power when not in use; and should have over-current protection to prevent vehicles from drawing too much power;
 - f. Is certified by the Underwriters Laboratories, Inc. (UL), or equivalent safety standard;
 - g. Is able to withstand extreme weather conditions, including temperature extremes, flooding, ice, heavy snow or rain, and high winds and is protected from malfunctions due to condensation;
 - h. Includes barriers or other configuration to prevent damage from equipment used for snow removal;
 - i. Is tamper-proof and deters vandalism;
 - j. Incorporates a cord management system or method to minimize the potential for cable entanglement, user injury, or connector damage from lying on the ground, and comply with NEC articles 625 as it applies to cord management systems;
 - k. Complies with all National Electrical Code and Federal Communications Commission regulations for safety and operation requirements; and,
4. Networking (if applicable): If a bid proposes to install chargers that are networked, the charger must connect to a network via Wi-Fi, cellular or other connection using multiple carriers.
5. Signage: The project shall include signage which shall be displayed on the grounds of the Host Site as follows:
- a. General Requirements: Signage complies with all applicable local, state, and/or federal

- laws, ordinances, regulations, and standards.
- b. On-Site: Clearly identifies the location(s) of the EV Charger(s). On-site signage should identify parking is reserved for electric vehicles only.
6. Accessibility and Availability: The application must indicate and characterize the site where the EV Charger(s) will be installed and ensure that the site is:
- a. Publicly accessible – strong preference is for 24 hours per day, seven (7) days a week; For those sites, including some MUD or Workplace sites, that are not publicly accessible at all times, applications should demonstrate significant interest or need.
 - b. On a paved or hardscaped parking space that is clearly marked to designate the spaces as reserved for EV Charging Station parking;
 - c. Include appropriate safety instructions for EV drivers regarding the proper use of the charging equipment.

3.2.2 Provide ongoing Operation and Maintenance and Customer Service Support:

1. Operation and Maintenance: The Awardee will:
 - a. Be responsible for ensuring payment of all operating and maintenance costs including, but not limited to, royalties, licenses, fees, taxes, revenue sharing, utilities, and electric power supply for the charging equipment and supporting elements, such as area lighting.
 - b. Operate and maintain each Level 2 charging station for at least four (4) years from the date the charger developed under this RFP becomes fully operational, in accordance with the Trust's Terms and Conditions for awarded projects under this RFP.
 - c. Be responsible for ensuring the maintenance of the chargers including cables, ancillary equipment, and any awnings, canopies, shelters and information display kiosks for signage associated with the charging station.
 - d. Address any issues such as, but not limited to, malfunctions and repairs. For significant or complex issues leading to extended downtime (such as vandalism), the Awardee shall:
 - i. Notify appropriate sources so drivers are aware of the interruption to service, including, but not limited to, website and application hosts.
 - e. Provide snow removal to ensure access during/after inclement weather.
 - f. List the EV Charging Station on the PlugShare.com website.
 - g. **Not**, during the first four years after signing the Terms and Conditions, move a Level 2 Charging Station installed with funds from this RFP to another Host Site location, sell or take such Level 2 charging station out of service for any reason, without **prior written approval** from the Trust.
2. Customer Payment Options: If charging service is not provided as a free service/amenity, then each Level 2 charging station should be capable of supporting multiple point-of-sale methods, such as pay-per-use and subscription methods, including the ability the to accept credit or debit cards without incurring excessive fees, inconvenience or delays versus other payment or access control methods; payment via mobile application; RFID; Smart Cards; cash; etc.; and, as applicable, adhere to and demonstrate compliance with all relevant Payment Card Industry Compliance (PCI) standards.

3. Data Capture Requirements: Each Awardee will be required to provide information and data to the Trust upon request during the four-year contract period. The type of information requested will be dependent upon whether the charger is networked.

For instance, for a Level 2 charger *that is networked* the Awardee is expected to report periodically to the Trust the following information about each charger:

- a. Charging data such as date and time of usage (start and stop time) and accurate utilization rates;
- b. Total kWh and Total kW draw;
- c. Total dollar amounts charged to users;
- d. Station status and health in real time;
- e. Malfunction or operating error; and
- f. Full site level usage.

If the EV Charger is not networked, Awardees may be expected to periodically report an estimate of the following information for each charger:

- a. Estimated number of charging events;
- b. Station status including notable malfunction or downtime events and resolution;
- c. Utility account number on which the Level 2 charging stations receive service, and
- d. Any reported feedback from users.

4. Customer Support Services: Information to assist customers in receiving customer service support, such as a toll-free telephone number, should be posted on or near the Level 2 charging stations so that it is clearly visible to the customer.

5. Marketing: The Awardee is expected to conduct outreach and marketing initiatives designed to ensure maximum utilization of the station(s). Innovative strategies and tactics are encouraged.

3.3 Proposal Application

The bidder(s) must submit a completed **Application Form** for each individual site at which they seek an incentive for one or more proposed Level 2 chargers. A bidder may propose to install and operate more than one charger at an individual site and may use a single Application Form for that purpose. However, if a bidder is seeking incentives for installation of chargers at more than one site, the bidder must complete a separate Application Form for each site. The Application Form may be downloaded here: <https://www.energymaine.com/rfp-em-007-2020/>.

3.4 Project Deliverables

The Awardee will be responsible for timely completion of all requirements specified in the Scope of Work. Specific deliverables to be completed by the Awardee(s) may include, but are not limited to, the following:

1. Installation and ownership of the EV charging station(s);
2. Operations and maintenance for a four-year term; and
3. Providing an annual report to the Trust for the first four years of operation.

SECTION 4 – PROPOSAL REQUIREMENTS

4.1 Project Organization and Staffing

Proposals that include teaming arrangements must designate one party as the lead bidder. Personnel who are proposed shall be the actual project performers.

4.2 Submittal Requirements

Proposals may be emailed or mailed to the Trust so that they are received at the Trust by the due date and time specified in Section 1.3 of this RFP to the attention of the designated Contact Person specified in section 1.2. Proposals must be clearly marked, “**Response to RFP EM-007-2020 – LEVEL 2 PUBLIC EV CHARGING STATIONS – ROUND 2**”. The Trust reserves the right to reject any proposal that does not meet the submittal requirements.

The proposal submission must meet the following requirements:

- One (1) electronic copy emailed to the designated contact in section 1.2; electronic files must be provided in Microsoft Office and/or PDF format;
- Electronic files must be received in the inbox of the designated contact by the deadline defined in section 1.3.

Bidders may optionally submit hard copies by mail or hand delivery. Hardcopies should meet the following requirements:

- One (1) signed original document that is unbound and includes all sections, forms and appendices (electronic and stamped signatures are not acceptable);
- Two (2) hard copies of the entire original;
- Hard copies must be received and time stamped by the Trust by the deadline defined in section 1.3.

NOTE: Government Projects: Proposals for government projects, including public universities, must be completed and submitted in accordance with the deadlines in Section 1.3. However, for government and university entities that require a public or internal approval process and affirmative vote or approval on the project by its governing body or administration and which specify such required approval process and anticipated timeline, the proposal will not be penalized for failure to demonstrate final authorization for funding the project by the time of the deadline for submitting the proposal. For these government and public university entities only, the Trust will allow a grace period of up to six (6) months from the proposal submission deadline in which to achieve and demonstrate final authorization to fund such bidder’s share of the project cost. Awards for government and public university entities shall be deemed contingent upon timely receipt of required approval of shared project cost funding. Project awards for government and public university entities that fail to demonstrate such approval before the end of six the month grace period shall be withdrawn by the Trust and the funds will be reallocated to other qualifying charger project proposals, if any.

4.3 Content and Organization Requirements

The proposal must include the following contents, which should be presented in the following order:

1. Proposal Application Form

- One (1) signed original (may be scanned if submitting by email) of the completed

2. Supporting Documentation

- One (1) copy of each of the following required elements of documentation:
 - Charging equipment and construction specification sheets indicating exactly which specifications are being proposed with the bid and the quantities² for:
 - charging stations,
 - ports/plugs and length of connector(s),
 - bollards/posts (where applicable),
 - electrical service upgrades and number of circuits,
 - excavation/trenching distance (approximate, where applicable)
 - name of any networking application and/or service
 - name and length of any applicable warranties or service contracts
 - Project cost estimates, which must provide sufficiently detailed itemization to identify estimated costs for:
 - charging station equipment
 - bollards/posts (where applicable)
 - charging station installation and commissioning
 - electrical service upgrades and/or circuits (where applicable)
 - construction costs (including excavation, where applicable)
 - warranty and/or service costs,
 - networking applications, commissioning and subscriptions
 - and any other costs pertinent to the project.
 - Site photographs
- For project cost estimates, bids that submit copies of actual price quotes from vendors will be scored more favorably than bids that do not.
- If available, but not required, one (1) copy of any traffic studies, projections, or other studies or plans for the property that relate to its use for EV chargers.

SECTION 5 – PROPOSAL EVALUATION AND AWARD

Proposals that are received by the submission deadline and that meet the requirements established in the RFP will be reviewed and evaluated by a proposal review team. The Trust reserves the right to decide whether a proposal is or is not acceptable in terms of meeting the requirements of this RFP and to accept or reject any or all proposals received.

In evaluating proposals, the Trust reserves the right to take any of the following steps, with respect to either all of the proposals received or to a subset of proposals selected as superior to the others: (1)

² It is acceptable to provide copies of hand-written notations on the printed cut sheets or vendor spec sheets that indicate which models, types, distances, and quantities of equipment or services are being included in the bid proposal.

consult with prior clients on the performance of the bidder or of particular persons proposed for this bid; (2) schedule presentations or interviews with representatives of the bidder or persons proposed for the project; (3) conduct a review of past performance, including a review of reports, analyses, or other materials that would reflect the bidder's performance; and (4) request additional data or supporting material.

5.1 Evaluation Criteria

In evaluating proposals submitted in response to this RFP, the proposal review team will use the following criteria, which are described in subsequent paragraphs:

Evaluation Category	Maximum Points Available
1. Likelihood of Usage	40
2. Strategic Value of Site	20
3. Quality of Location	20
4. Readiness/Capacity	20
Total	100

1. Likelihood of usage

- Is there now, and will there likely be in the future, significant vehicle traffic at this site? Does the proposal offer or reference any traffic estimates for the proposed location or nearby roads or sites?
- What is the current and future likelihood that the site will attract significant use by local or in-state EV travelers?
- To what extent does the proposal include convincing explanations or supporting data regarding the forecasts of customer usage for the chargers?
- What is the likelihood and quality of any plans for outreach/marketing that will raise awareness about the availability of the chargers?
- To what extent does the application make a convincing case that the bidders will, on their own or through sub-contractors, provide appropriate maintenance and snow removal to ensure the charger’s continuous availability and operability and for how long into the future is this likely to continue?
- How compelling is the proposal’s evidence or explanation about why the site or sites being proposed are likely to be sustainable and remain operational (for EV charging) over time?

2. Strategic Value of Site

- Does the proposal make a convincing case for the strategic value of the particular location proposed for the site?
- How convenient is the proposed site for the EV traveler in terms of proximity to the closest major travel route(s) and ease of access?
- How prominent is the site location in terms of being publicly recognizable and raising public awareness about the chargers once they are installed?

- What is the distance from nearest existing or forecasted public EV charger (i.e., what value, if any, does the proposed site offer for filling gaps along likely EV travel routes)?

3. Quality of Location

- What is the suitability of the proposed location for charging (e.g., ample dedicated parking, easy-access location, etc.)?
- What is the quantity and quality of amenities nearby, how close are they, and to what extent will they be available at hours when EV travelers may be charging?
- Does the proposal indicate what lighting or safety measures will be incorporated?

4. Readiness / Capacity

- To what extent are the key participants in the project (host site, equipment provider, installation sub-contractors, operator) identified and committed to the project?
- How qualified are the proposed project participants in terms of demonstrated experience and capacity to execute this type of project?
- Has the site been identified?
- Is the site ready for construction or is there a viable make-ready plan in place?
- How soon does the bid propose to install and make operational the station or stations?
- Is the proposed timeline sensible, reasonable and likely to be met?
- Is the source, type, and amount of cost share funds appropriate?
- Has funding been approved?
- Is the estimated project cost consistent with the proposed Project Application?
- Is the estimated project cost reasonable when compared to similar projects?
- Are actual price quotes for equipment and installation from interested vendors included in the application?

5.2 Award

The Trust will notify all bidders of the award decision by email. The anticipated award date is specified in section 1.

The Trust reserves the right to negotiate the final terms and conditions of the contract award with a winning bidder whose proposal is selected by the Trust, and to reject any winning bidder with whom the Trust cannot agree to terms and conditions meeting the Trust's needs, in the Trust's sole judgment.

SECTION 6 – GENERAL CONDITIONS

6.1 RFP Process – Reservation of Rights

The Trust reserves the right to cancel or extend the RFP process at any time. The Trust also reserves the right to reject any and all submissions in response to this RFP and to waive formalities if doing so is in the best interests of the Trust.

6.2 Award Agreement

Award recipients will be required to acknowledge and agree to the Project Award Notification Letter and the Terms and Conditions that are incorporated with the letter. All incentive awards are subject to the recipient's compliance with this RFP and the Trust's Program rules. If the Trust does not come to agreement with the recipient within 60 days from the Review Team's decision, it reserves the right to rescind the award and reallocate funds. The Trust reserves the right to adjust the final award amount based on as-built savings.

6.3 Billing

Invoices submitted for work performed under the resulting award shall be sufficiently specific to allow the Trust to evaluate charges billed and paid for eligibility and consistency with the proposal and award. Each invoice must include a clear breakdown, by task where appropriate, indicating the entity that performed services or sold the equipment; the date and itemized cost of the transaction, and characteristics of the equipment or service.

6.4 Request for Reconsideration

An aggrieved person may request a hearing for reconsideration of a contract award decision by filing a written petition with the Executive Director of the Trust within 14 calendar days of the notification of the contract award. Each petition to reconsider must meet the requirements specified in Efficiency Maine Trust Rule Chapter 1, Contracting Process for Service Providers and Grant Recipients, Section 5(B), which can be found on the Trust's website under Documents and Services:

<http://www.energymaine.com/docs/Chapter-1-Contracting-Process-for-Service-Providers-and-Grant-Recipients.pdf>

Appendix A:**EFFICIENCY MAINE TRUST****TERMS AND CONDITIONS****Electric Vehicle Supply Equipment Program (Level 2)**

These Terms and Conditions are incorporated into the Project Award Notification Letter and, together with such Letter, constitute the agreement (“Agreement”) between Efficiency Maine Trust (“Trust”) and the project grant recipient named in the Project Award Notification Letter (“Recipient”).

The Trust is the administrator of certain funds allotted from the Volkswagen Environmental Mitigation Trust (the “VW Settlement Funds”) to develop electric vehicle (EV) charging infrastructure pursuant to the Zero Emission Vehicle Supply Equipment provisions of the Maine Beneficiary Mitigation Plan and pursuant to the Memorandum of Agreement, effective January 1, 2018 (Contract: 2018-EMT-MDOT-MOA) between the Maine Department of Transportation (as the designated Maine Beneficiary) and the Trust to administer Maine’s Electric Vehicle Supply Equipment Initiative.

The Trust has issued a Request for Proposals, RFP EM 004-2019, (the “RFP”) seeking proposals for installation and operation of Level 2 EV charging equipment designed to meet certain program criteria and to advance Maine’s Electric Vehicle Supply Equipment Initiative (the “Program”). The Recipient has submitted a proposal (the “Proposal”) in response to the RFP for funding of a certain project under the Program (the “Project”). The Trust has determined that the Recipient’s Proposal satisfies the Program criteria and, in reliance upon Recipient’s representations contained in the Proposal and Recipient’s covenants and commitments contained in this Agreement, has made an award to Recipient for implementation of the Project as contained in the Project Award Notification Letter (the “Grant Award”). Recipient acknowledges that the Grant Award is subject to these Terms and Conditions and Recipient agrees to comply with these Terms and Conditions in consideration of receipt of the Grant Award

1. GRANT AWARD; DISBURSEMENTS.

- 1.1 The Trust will provide Recipient a Grant Award as set forth in the Project Award Notification Letter to be used solely for eligible costs as outlined in the RFP in connection with the acquisition and installation of Level 2 EV charging station equipment consistent with the Trust’s Program and Recipient’s Proposal. The Trust reserves the right to adjust the Grant Award as necessary to maintain compliance with the Trust’s established Program funding criteria and any limitations as set forth in the RFP and the 2018 EMT-MDOT MOA.
- 1.2 The Trust expects to disburse Grant Award amounts within thirty (30) days of Project completion. The Trust will not pay any Grant Award amounts until it has performed a post-installation verification or it has expressly waived this requirement for Recipient in writing. If the Trust determines that the Level 2 EV charging equipment was not installed in a manner consistent with the Proposal or Program, if unapproved equipment was installed, or if the installation is not consistent with generally accepted construction practices, the Trust may require changes before making payment. The Trust reserves the right to seek a complete refund, and Recipient shall be obligated to provide complete reimbursement to the Trust, for all Grant Award amounts paid if, at any time, the Trust learns that the approved equipment was not installed, was disconnected, was removed or relocated, or was installed at a location that was not pre-approved by the Trust in writing. In no event shall the Level 2 EV charging equipment be moved outside of the State of Maine.
- 1.3 Recipient must provide copies of all invoices and other documentation that verify the costs of purchasing and installing the approved Level 2 EV charging equipment, including all materials, labor, and equipment discounts. Invoices must indicate a verifiable breakout of all equipment purchased for installation under this Agreement. The Trust has the right at any time to require invoices from the contractor to determine the price paid by the contractor to its supplier (including any discounts or incentives) for the equipment subsidized by the Grant Award.
- 1.4 It is a condition of disbursement of the Grant Award that the Level 2 EV charging equipment, and any associated electrical components, be approved by the Underwriter’s Laboratory (UL). The Trust may, at its discretion, require that Recipient undertake, at its own expense, testing of proposed equipment that does not carry the Listed Mark by UL, or an equivalent independent testing facility approved in advance by the Trust.

- 1.6 Recipient shall expend Grant Award funds only for approved Project purposes and only in accordance with the terms and conditions of the Program and this Agreement.
- 1.7 The Trust will not reimburse Recipient for any cost or expense that is an ineligible cost as set forth in the RFP, is contrary to this Agreement, or is contrary to applicable law. Any expenditure by Recipient or commitment by Recipient to expend funds for the Project prior to the effectiveness of this Agreement is at Recipient's risk. Reimbursement of Project funds expended or committed by Recipient prior to the effectiveness of this Agreement is at the Trust's sole discretion.
- 1.8 By submitting any invoice or request for reimbursement, Recipient is representing that the services or costs identified in the invoice or request for reimbursement have been provided or incurred, are within the approved Project scope, and that such costs and expenses are proper and allowable under this Agreement. By paying all or a portion of any invoice or request for reimbursement, the Trust does not waive its right to recover any payment or reimbursement later determined to be improper or not allowable under this Agreement.
- 1.9 Recipient must install the Project within the time period specified in the RFP. If Recipient fails to advise the Trust that the Project is complete or fails to provide required post-installation documentation within 60 days of Project installation, payment of the Grant Award may be delayed or denied.
- 1.10 The Trust reserves the right to make follow-up visits to Recipient's equipment installation location or facility to ensure ongoing compliance with this Agreement

2. STANDARDS OF PERFORMANCE.

- 2.1 Recipient shall be solely responsible to (i) secure all necessary rights and licenses to install and operate the Level 2 EV charging equipment at the approved host site location; (ii) acquire all equipment and materials necessary for complete performance of the Project; and (iii) furnish or arrange for qualified licensed contractors, suppliers, service providers and other personnel as necessary for the complete performance of the Project. Recipient shall, and shall cause its contractors to, perform all work and services in connection with the Project in a timely, professional, and workmanlike manner.
- 2.2 Recipient shall, and shall ensure that its contractors, abide by and conform to applicable state, federal, and local laws, ordinances, rules, codes, regulations, and standards in the performance of the Project. Recipient is solely responsible for obtaining all permits, approvals, registrations and licenses as may be required for installation and operation of the Level 2 EV charging equipment.
- 2.3 Recipient is solely responsible for all costs, expenses, fees, taxes, and other assessments arising from or relating to the installation and operation of the Level 2 EV charging equipment, including energy charges.
- 2.4 Recipient shall keep the Trust apprised of all material developments in connection with the Project. The Trust reserves the right to monitor Recipient's performance of this Agreement in order to verify compliance.
- 2.5 Installed Level 2 EV charging equipment must meet the minimum design and performance criteria, including power output capacity, specified in the RFP, which requirements are expressly incorporated in this Agreement. All equipment shall be new and unused (not refurbished). All equipment and associated electrical interconnections must be installed in a manner consistent with manufacturer recommendations and applicable code requirements.
- 2.6 Recipient shall maintain and keep the Level 2 EV charging equipment in operation at the approved location for a minimum of four (4) years from the date of commissioning of the equipment.
- 2.7 Recipient shall operate and use the Level 2 EV charging equipment funded in whole or in part with the Grant Award only for the purposes intended by the Program and this Agreement.
- 2.8 Recipient shall ensure that the Level 2 EV charging equipment is publicly accessible, with appropriate signage, and that installation of the Level 2 EV charging equipment is compliant with applicable ADA accessibility standards.
- 2.9 Recipient shall keep the Level 2 EV charging equipment in good repair and reasonably protected from damage and vandalism.
- 2.10 The Trust does not make any representations of any kind regarding the results to be achieved by the Project. The Trust does not endorse, guarantee, or warrant any particular vendor, contractor, manufacturer or product, and it provides no warranties, express or implied, for any product or services. Neither the Trust nor its consultants are responsible for assuring that the design,

engineering, or construction of the Project or installation of the Level 2 EV charging equipment is proper or complies with any particular laws, codes, or industry standards. Recipient is solely responsible for the design and implementation of the Project.

3. RECIPIENT REPRESENTATIONS AND RESPONSIBILITIES.

3.1 Recipient acknowledges that the Grant Award is provided for the purposes specified in the RFP and the Program described therein and must be used in compliance with the RFP and Program requirements and all applicable regulations.

3.2 All requirements, restrictions and obligations regarding the use of Program Grant Awards are deemed incorporated in this Agreement and Recipient agrees to comply with all such requirements, restrictions and obligations. Recipient represents and warrants that no portion of the Program Grant Award will be used for any purpose not expressly approved in the Project Award Notification Letter.

3.3 Recipient represents that it is authorized to conduct business in the State of Maine and that it shall maintain its good standing throughout the term of this Agreement. Recipient represents that it has all requisite power and authority to execute this Agreement and perform the Project.

3.4 Recipient represents that it is eligible to receive the Grant Award and that it is not suspended, debarred or disqualified from receiving state contracts, grants, awards or other appropriations.

3.5 Recipient has disclosed any relationship, direct or indirect, between Recipient, its officers, directors, trustees, partners, members, managers, or employees, and the Trust or State that could reasonably give rise to a conflict of interest.

3.6 Recipient represents that there has been no material adverse change in the business, operations, or financial condition of Recipient, or in the matters described in Recipient's Proposal pertaining to the Project, since the submission of the Proposal. Recipient represents that neither the Proposal, nor any document, report, or certification given by Recipient in connection with this Agreement or the Project contains any untrue statement of material fact or any knowing omission of material fact. Recipient shall notify the Trust of any material change in Recipient's status or condition that could have a material adverse effect on Recipient's ability to complete and implement the Project as described in Recipient's Proposal and this Agreement.

3.7 Recipient represents that the Project will be performed in the State of Maine and that the Grant Award will be expended solely for construction and operation of Level 2 EV charging equipment in the State of Maine. Recipient represents and warrants that the equipment and measures funded in whole or in part through the Grant Award shall not be resold, transferred, or moved from the Project location without the prior written approval of the Trust.

3.8 Recipient acknowledges that a breach of any representation contained herein or the provision of any false or misleading information or knowing omission of material information in connection with the Project, whether by Recipient or its agents, may result in termination and revocation of the Grant Award, require the immediate reimbursement of any Grant Award amounts previously disbursed, and may result in Recipient's suspension or debarment from participation in Trust programs.

4. SUSPENSION OF GRANT AWARD.

4.1 The Trust may suspend Grant Award disbursements and payments to Recipient for: (i) Recipient's failure to comply with the terms and conditions of this Agreement; (ii) Recipient's failure to execute the Project with due diligence; or (iii) a material adverse change in Recipient's legal, business, or financial status.

4.2 The Trust shall provide Recipient with written notice of its decision to suspend Grant Award disbursements and payments under this provision and shall provide Recipient with an explanation of the reasons therefor. The Trust shall specify the remedial actions that the Recipient must complete to successfully secure reinstatement of the Grant Award.

5. TERMINATION OF AGREEMENT.

5.1 The Trust may declare Recipient to be in default of this Agreement upon the occurrence of any of the following events or circumstances ("Events of Default"): (i) Recipient's material breach of any representation, covenant, condition, or obligation under this Agreement; (ii) Recipient's violation of law; (iii) Recipient's failure to make regular and substantial progress toward the performance and completion of the Project; (iv) Recipient's failure to provide any periodic or final reporting or accounting as required under this Agreement or applicable law; (v) Recipient's insolvency, receivership, assignment for the benefit of creditors, foreclosure, or voluntary or involuntary bankruptcy; or (vii) any event of default identified elsewhere in this Agreement.

5.2 Without prejudice to any other rights or remedies, the Trust may terminate this Agreement upon any Event of Default by providing Recipient with thirty (30) days written notice of the Trust's intent to terminate, and the grounds therefor. Termination shall occur if any Event of Default remains fully or partially uncured thirty (30) days after the Trust has provided Recipient with the written notice of intent to terminate. The Trust shall have no further obligation to Recipient after termination.

5.3 Notwithstanding anything to the contrary in this Agreement, the Trust may terminate this Agreement, in whole or in part, in its discretion and without penalty, in the event that Program funds are de-appropriated, re-allocated or restricted by any governmental authority or court order, the Trust's authorization to operate or administer the Agreement or the Program is withdrawn or curtailed, there is a material change in Project or Program conditions, or there is a material change in legislation affecting the Trust's authority or operations.

5.4 The Trust reserves all rights and remedies available at law or in equity in the event of a breach of this Agreement by Recipient including, without limitation, the right to demand reimbursement of all Grant Award funds disbursed under this Agreement and, upon such demand, Recipient shall immediately so reimburse the Trust. Without limiting the foregoing, in the event of Recipient's breach or default, Recipient shall pay on demand all of the Trust's costs, fees (including attorney and paralegal fees and disbursements, including such fees or disbursements arising in any bankruptcy case or proceeding), expenses, and damages of any kind incurred by or imposed on the Trust in connection with or as a consequence of Recipient's breach of this Agreement, including costs of collection and recovery of the Grant Award. The various rights, remedies, options and elections of the Trust in this Agreement are cumulative and not exclusive of any other right, remedy, or power allowed or available at law or in equity.

6. INSURANCE; INDEMNITY; DAMAGES LIMITATION.

6.1 Recipient agrees to indemnify, defend and save harmless the Trust and its officers, trustees, agents and employees from and against any and all demands, suits, actions, claims, injuries, liabilities, losses, damages, costs, fees, and expenses (including attorney fees and legal expenses and the costs of enforcing any right to indemnification under this Agreement) made against or suffered or incurred by the Trust resulting from or arising out of Recipient's performance of this Agreement, the Project, or the installation or operation of the equipment funded in whole or in part by an grant, incentive or award provided by the Trust. Claims to which this indemnification applies include, without limitation: (i) claims of any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other entity providing work, services, materials, equipment or supplies in connection with the performance of this Agreement or the Project; (ii) personal injury, death, or property damage suffered or incurred by any person or entity arising from the Recipient's performance of this Agreement or the installation or operation of the Project, including claims of Recipient's employees, agents, or contractors and subcontractors; and (iii) claims arising or resulting from Recipient's breach of this Agreement or violation of law. Recipient's indemnity obligations apply without regard to any alleged negligence of the Trust and without regard to any immunity that might otherwise be accorded under the workers' compensation laws. This indemnification is intended to be as broad as the law allows. This provision survives termination or expiration of this Agreement.

6.2 Recipient shall procure and maintain adequate insurance with coverage for the activities and risks associated with the Project and shall procure and maintain replacement value "all risk" property and casualty insurance covering the Level 2 EV charging equipment funded with the Grant Award.

6.3 The Trust's sole obligation and total liability under this Agreement will be limited to paying the Grant Award amounts specified in Recipient's Project Award Notification Letter that are properly due and payable under the terms of this Agreement. In no event shall the Trust be liable to Recipient or any person or entity claiming through Recipient for indirect, incidental, special or consequential damages of any kind, all of which are expressly waived by Recipient. Nothing in this Agreement shall be construed as a waiver or limitation of the Trust's immunity from or limitation of liability as a government entity, which immunities and limitations of liability the Trust hereby expressly retains. No person or entity that is not a party to this Agreement may assert any right or make any claim under this Agreement. This provision survives termination or expiration of this Agreement.

7. MISCELLANEOUS PROVISIONS.

7.1 Data and Information in Support of the Program. Recipient shall provide or allow access by the Trust to usage, utilization, energy, and performance information relating the equipment funded in whole or in part by the Grant Award. The Trust may be required to report on the use and performance of the Level 2 EV charging equipment. Information from these reports may be made available to the public. Recipient agrees to cooperate with the Trust on such reporting and shall provide information related to the Grant Award, this Agreement, and the Project as requested or required by the Trust to meet its obligation to provide accurate, complete, and timely information to the public, to meet the Program reporting requirements, and/or to comply with state or federal law or regulation. Recipient agrees to allow independent, third-party verification of Project performance and energy utilization as may be requested by the Trust.

7.2 Site Visits. The Trust has the right to make site visits at reasonable times to review Project progress, performance, and operation. Recipient shall provide reasonable access to facilities, resources, and assistance for the safety and convenience of the Trust and its representatives to perform their duties. All site visits will be performed in a manner that does not unduly interfere with or delay the work or operations of Recipient or its contractors.

7.3 Independent Capacity. Recipient is an independent party and is not an agent or representative of the Trust. Recipient has no authority to represent or bind the Trust in any manner. Recipient shall be solely responsible for the performance of the Project and the conduct of its employees, agents and contractors. In no event shall the Trust be deemed an employer, partner, or agent of Recipient or any of Recipient's personnel. Recipient shall select its own vendor or contractor to provide the equipment and perform the work contemplated by this Agreement, provided they are licensed and authorized to do business as may be required under any applicable law. In no event shall the Trust be responsible or liable for any act or omission of Recipient, its employees, agents, contractors, or vendors. The Trust reserves the right to prohibit specific vendors or contractors from Program participation.

7.4 Measure Life. It is the express intention of the Parties that the equipment funded in whole or in part with the Grant Award shall be used for the purposes intended under the Program and this Agreement, and that all such equipment funded by the Trust will be used for its rated useful life. By accepting a Grant Award, Recipient hereby agrees that it will not discontinue use of the installed equipment without prior written approval from the Trust. Any authorized transferee or assignee of this Agreement or the Equipment shall be bound by the obligation to keep the equipment in place and in use pursuant to the terms of this Agreement.

7.5 Assignment. Recipient shall not assign or otherwise transfer or dispose of its rights, interest, duties or obligations under this Agreement, including any right or interest in the equipment funded with the Grant Award, without the prior express written consent of the Trust. The Trust may impose reasonable conditions on any transfer or assignment. Any purported transfer or assignment without prior written consent of the Trust shall be null and void.

7.6 Records. Recipient shall make and retain all project records (including financial records, progress reports, service, equipment, and material orders, invoices, evidence of payment, and payment and reimbursement requests) for a minimum of four (4) years following the expiration or termination of this Agreement. Recipient shall permit the Trust or its authorized representatives to examine such records and to interview any officer or employee of Recipient or any of its contractors regarding the work performed under this Agreement. Recipient shall furnish copies of all such records upon request.

7.7 Taxes. Recipient shall be solely responsible for the determination and payment when due of all taxes that may be due in connection with the Grant Award and the Project, including, without limitation, income, property, excise and use taxes. Grant Awards received by Recipient may be taxable. Recipient must provide its tax identification number for payment processing. Grant Award payments in excess of \$600 made to unincorporated entities will be reported by the Trust on IRS Form 1099-MISC.

7.8 Governing Law; Entire Agreement. This Agreement shall be governed in all respects by the laws, statutes, and regulations of the State of Maine. Any legal proceeding instituted by the Trust or Recipient regarding this Agreement shall be brought in State of Maine administrative or judicial forums. This Agreement contains the entire Agreement of the parties and supersedes any prior discussions, understandings, and agreements, whether oral or in writing. The Agreement may be amended only in writing signed by the parties. This Agreement, and the rights and obligations hereunder, shall inure to the benefit of the Parties and their permitted assigns. No waiver shall be deemed to have been made by any of the Parties unless expressed in writing and signed by the waiving party.