

Montana Department of Environmental Quality
Fast Charge Your Ride

2020 Request for Applications
Electric Vehicle Charging Station Program
October 28, 2020



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Section 1: Overview & Background

The Montana Department of Environmental Quality (DEQ) is seeking eligible applicants interested in installing electric vehicle charging stations (EVCS) at locations throughout Montana. The *Fast Charge Your Ride* Program is intended to provide limited funding to Applicants as selected by DEQ on a reimbursement basis pursuant to Montana's receipt of \$12.6 million from the Volkswagen Environmental Mitigation Trust Agreement for State Beneficiaries. As the lead agency administering Montana's State Mitigation Trust, DEQ may distribute this limited funding, as funds are made available, to those eligible projects that DEQ has determined, in its sole discretion, to have best met the requirements of the Trust Agreement and the parameters established by this request for applications (RFA).

Proposals submitted in response to this RFA must address installation of Level 3 direct current fast charging (DCFC) stations along key travel corridors in Montana. DCFC stations are capable of providing at least a 50-kilowatt (kW) output for a single vehicle. Each DCFC station location must also have a Level 2 station on site for redundancy in case the DCFC station is temporarily out of service, already in use, or for use by vehicles unable to use the DCFC station. The maximum grant funding available is \$90,000 per EVCS location. This amount is subject to match requirements and additional considerations described below. Proposed EVCS locations eligible for funding are restricted to selected transportation corridor locations along I-90, I-15, US-93, and US-2 identified in Figure 1 and Table 1 and Additional Priority Locations listed below. See Section 5 for DCFC and Level 2 station requirements.

1.A. Purpose

The purpose of this program is to help fund the installation of selected EVCS stations for light duty vehicles in support of expanding electric vehicle charging infrastructure along key travel corridors in Montana in order to help reduce emissions of nitrogen oxides (NO_x), greenhouse gases and particulate matter associated with light duty vehicles in Montana. This program is intended to achieve the following goals described in [Montana's Beneficiary Mitigation Plan](#) published in November 2018:

- Achieve mobile source NO_x emission reductions across Montana focusing on areas with the highest mobile source NO_x emissions;
- Achieve long-term air quality benefits for the greatest number of Montanans;
- Invest in clean alternative fuels/infrastructure;
- Support long-term investments in zero-emission transportation options; and
- Reduce diesel emission exposure of sensitive populations.

Applications will be evaluated to determine how the proposed EVCS locations along transportation corridors or in Additional Priority Locations best meet the intent of the RFA and help achieve the goals of Montana's Beneficiary Mitigation Plan. DEQ will use the scoring criteria established by this RFA to conduct its evaluation.

1.B. Project Goals & Objectives

This RFA seeks proposals that will complete the installation of EVCS stations within 24 months of the execution of the grant agreement. Requests for a longer project period may be considered if a justification is included with the project proposal. There is a total of 14 priority locations along certain transportation corridors listed in Table 1 below. There are three Additional Priority Locations listed that will also be eligible for funding.

For transportation corridor proposals, applications that complete an entire corridor will be awarded extra points when ranked against corridor proposals that do not complete an entire corridor. Proposals may be submitted that only complete a portion of a corridor identified in Table 1 but will be scored against any proposals that complete the full length of the same corridor. Proposals for the Additional Priority

Locations will not be scored against corridor proposals, only with other proposals that address the Additional Priority Locations.

1.C. Funding

Under the State Mitigation Trust, a maximum of 15 percent of funds allocated to each state, or approximately \$1.89 million in Montana, can be used to fund light duty EVCS projects.

Under this RFA, a total of \$1.32 million will be available to fund projects from eligible applicants that DEQ has evaluated to meet the requirements, intent, and criteria included in this RFA and help achieve the goals of Montana's Beneficiary Mitigation Plan. No more than \$270,000 of the funds in this funding announcement will be awarded for the Additional Priority Locations identified below. The maximum grant funding available is \$90,000 per EVCS location. This amount is subject to match requirements and additional considerations as provided herein below. Funding is available for transportation corridor locations along I-90, I-15, US-93, and US-2 identified in Figure 1 and Table 1 and Additional Priority Locations listed herein below.

1.D. Match Requirements

The maximum \$90,000 grant amount per EVCS location is subject to a 20 percent cost share required for stations installed at public locations on non-government-owned property (i.e., match of at least \$18,000 for a \$90,000 grant) and, 10 percent project cost share for stations at public locations on government-owned property (i.e., match of at least \$9,000 for a \$90,000 grant).

Eligible sources of match include cash, loans, other grants, or capital assets dedicated to the project.

Volkswagen Settlement funds awarded pursuant to this RFA can be used as match for another funding assistance program, such as a federal grant, if specifically allowed under the other assistance program for funding electric vehicle charging stations. If an applicant intends to use federal grants or other funding assistance program monies as match for this funding opportunity, please include that information as an attachment in the application. The applicant must provide written documentation/confirmation that the other funding assistance monies can be used as match for Volkswagen Settlement funds.

Section 2: Application Schedule & Terms

The application period for this funding opportunity closes on January 11, 2021. DEQ will only review those proposals received by DEQ on or before 5:00 p.m. Mountain Time on the application due date. DEQ intends to notify applicants as to whether the project will receive funding within approximately 30 days of the application due date.

The submission of an application under this RFA confers no right upon any applicant. To be eligible for funding, proposals must meet the minimum eligibility requirements described below. DEQ intends to evaluate and score applications based on the criteria listed under Project Selection & Scoring Criteria section. If additional funding becomes available and there are qualified applications not able to be funded through this RFA, those qualified applications would be considered for the additional funding. DEQ reserves the right to reject any application that does not meet the goals of Montana's Beneficiary Mitigation Plan. DEQ may periodically provide updates via its website at deq.mt.gov/Energy/transportation/VW-Settlement-Page.

Applicants selected by DEQ to receive funding under this program will be notified by DEQ of the award and provided a draft Agreement that outlines the terms and conditions of the funding based on the draft model grant agreement included as Appendix B of this RFA. The agreement will also define applicant's responsibilities to include deliverables, schedule for project completion, and method of payment. All projects must be completed, and documentation provided to DEQ within 24 months of execution of the agreement, unless otherwise authorized by DEQ. Grant payments are made as reimbursements upon

complete installation of charging station, proof of operation, and approval by DEQ of required documentation. DEQ will not provide up-front funding to qualified applicants.

Section 3: Corridors/Locations

This funding opportunity will facilitate electric vehicle travel along key travel corridors in Montana. The charging stations solicited through this RFA will be located along priority corridors shown in Figure 1 and Table 1, and three Additional Priority Locations in Gardiner, Seeley Lake, and West Yellowstone. Applicants wishing to seek funding for multiple corridors must submit separate proposals for each corridor. Applicants that wish to install charging stations at one or more of the three Additional Priority Locations must submit separate applications for each location. Applicants must work with site hosts, if different than the applicant, to determine the exact EVCS locations.

3.A. Designated Corridors & DCFC Station Corridor List

Figure 1: Designated Interstate & Highway Corridors

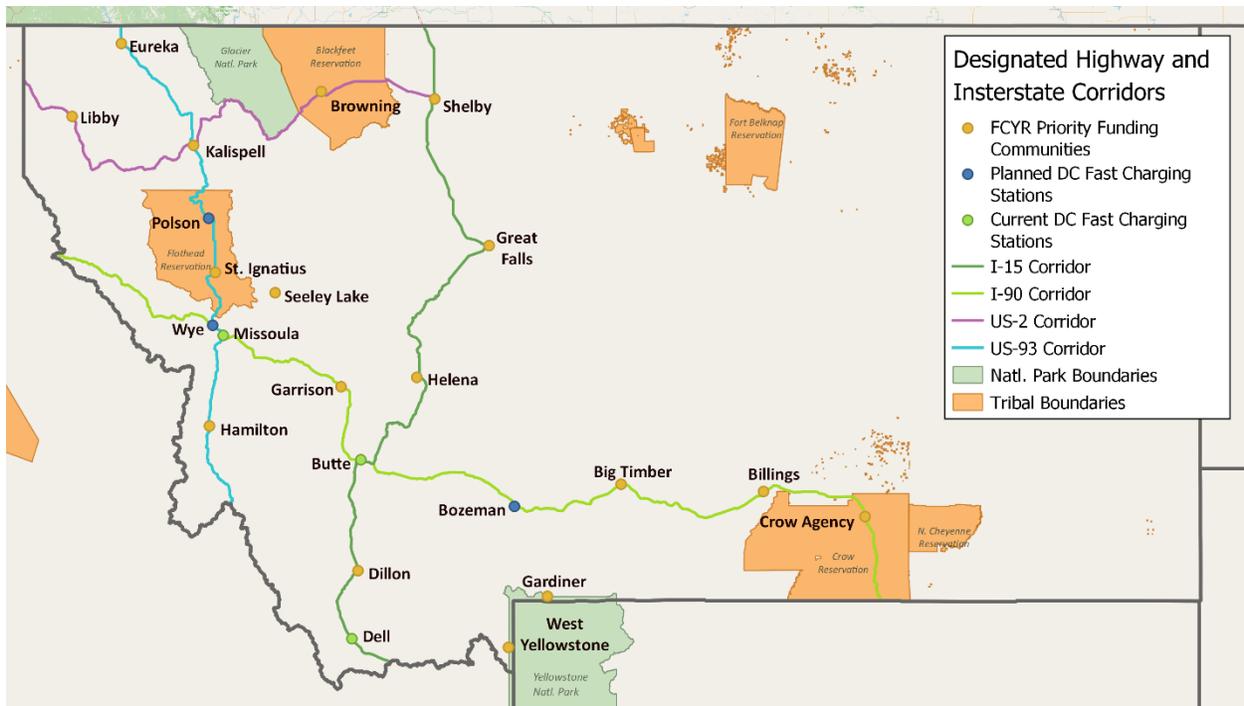


Figure 1 identifies eligible transportation corridors for funding. Eligible corridors within Montana include:

- The entire length of I-90.
- The entire length of I-15.
- US-2 from the Idaho border to the City of Shelby.
- The entire length of US-93.

Table 1 lists the Transportation Corridor Priority communities targeted by this RFA for the installation of EVCS stations along each interstate or highway corridor. Existing DCFC stations are also listed and were obtained from the [U.S. Department of Energy’s Alternative Fuels Data Center station locator](#). Applicants may include alternative locations (cities/towns) located along the corridors in their proposal if the station is no less than 30 and no more than 90 miles from the nearest existing or planned DCFC station and the

location meets eligibility requirements listed in this RFA. Justification for the proposed alternative community location must be included in the proposal.

Through the 2019-2020 *Charge Your Ride* funding opportunity, DEQ awarded funds for the installation of three DCFC stations in Bozeman, Polson, and Wye. Proposals for this *Fast Charge Your Ride* funding opportunity should consider existing and planned stations when identifying corridor locations and the distance between charging locations.

Table 1: Transportation Corridor Priority communities for DCFC stations

| Interstate/Highway Corridors | Corridor Description | Length of Corridor | Priority communities | Existing/ Planned DCFC station locations | Targeted new DCFC stations to be funded along corridor |
|-------------------------------------|--|---------------------------|---|---|---|
| I-90 | Montana/Wyoming border to Montana/Idaho border | 554 miles | Crow Agency, Billings, Big Timber, Garrison | Butte, Missoula, Bozeman, Wye | 4 |
| I-15 | Montana/Idaho border to Shelby | 363 miles | Dillon, Helena, Great Falls, Shelby* | Dell, Butte | 4 |
| US-93 | Montana/Idaho border to Eureka | 273 miles | Hamilton, St. Ignatius, Kalispell*, Eureka | Polson | 4 |
| US-2 | Shelby to Libby | 246 miles | Shelby, Browning, Libby | N/A | 3 |

* DEQ will evaluate how to avoid duplication of EVCS locations in Kalispell and Shelby should proposals for US-93 and US-2 or I-15 and US-93 be awarded.

3.B. Additional Priority Locations

In order to connect key population centers and destinations, this funding opportunity is also available for DCFC stations in the following communities:

- Gardiner
- Seeley Lake
- West Yellowstone

Section 4: Proposal Instructions

Proposals must address the following charging station equipment and installation eligibility requirements. The right of an Applicant to utilize their proposed EVCS location(s) does not need to be legally secured prior to proposal submission but additional consideration will be given to the proposals of those Applicants possessing a documented legal right to use their proposed EVCS location, or that possess a documented option to lease, purchase or otherwise acquire a documented legal right to use their proposed EVCS location(s) concurrent with installation. A detailed process for location identification and selection

must be included in the proposal. Providing additional project information beyond these requirements is encouraged.

Selected funding recipients will be required to submit to DEQ for approval an EVCS location map, once locations are selected and before installation occurs, but are encouraged to submit a location map with the proposal. The location map must include demonstration of compliance with station requirements outlined here.

Applicants for corridor projects are solely responsible for outreach to Tribal Nations to ensure compliance with any and all relevant compliance requirements including, but not limited to, contracting, permitting, and, hiring.

Section 5: Eligibility Requirements

5.A. Applicant Eligibility

For-profit, nonprofit, and public entities, including state, local, and tribal governments are eligible to apply. Multi-organizational collaboration is encouraged, and extra consideration will be given to collaborations that include the electric utility provider(s) as the lead or partner applicant for corridors and locations. If multiple organizations apply together, one must be designated as Lead to receive funding (i.e., list only one organization as the applicant).

Applicants that will not install charging station(s) themselves must identify a subcontractor providing that service that was selected through a competitive procurement process. Applicants must demonstrate the selected subcontractor has the technical expertise and experience in successful installation, activation or commissioning, maintenance, and operation of EVCSs.

5.B. Eligible Project Costs

- Charging station installation costs directly associated with, and required for, the installation and safe operation of the DCFC and Level 2 stations;
- Utility upgrades, and transformers and extensions;
- Connecting DCFC and Level 2 stations to electrical service;
- Other hard costs related to the DCFC and Level 2 stations (concrete, conduit, signage, cable/wiring, paint striping and stenciling);
- Warranties for charging equipment (minimum of five years);
- Shipping of equipment; and,
- Battery storage and photovoltaic panels and associated equipment installed for the purpose of powering the DCFC and/or Level 2 station.

5.C. Ineligible costs

- Purchase, lease, or rental of real estate;
- Capital costs such as construction of buildings and parking facilities not associated with the DCFC and Level 2 stations;
- Administrative costs;
- General maintenance other than that of the DCFC and Level 2 stations;
- Any expenses incurred before the grant agreement is fully executed including applicant's expense for preparing the eligibility and cost proposals;
- Used or refurbished DCFC or Level 2 station equipment; and,
- Any equipment that does not meet the project eligibility requirements listed below.

5.D. Equipment eligibility

A DCFC station must have one CCS plug and one CHAdeMO plug and be capable of providing a charge of at least 50kW output for a single vehicle. The station location must also have a single- or dual-port Level 2 charging station in addition to the DCFC station.

DCFC and Level 2 stations must be certified through the Nationally Recognized Testing Laboratory (NRTL) program to demonstrate compliance with appropriate product safety test standards. A complete list of accredited NRTLs can be found online at: <https://www.osha.gov/dts/otpc/nrtl/nrtllist.html>.

5.D. Operation, Maintenance, Payment Requirements

- The DCFC and Level 2 stations must be kept operational and in service for a minimum of five years.
- If ownership of the stations or location changes prior to five years of station operation, the original owner must notify DEQ.
- If the stations are sold prior to five years of operation, the original owner may be required to pay a pro-rated portion of the grant back to DEQ.
- If the stations are rendered inoperable, or otherwise disposed of, the applicant under certain circumstances may be required to pay a pro-rated portion of the stations' cost back to DEQ.
- Station user payment requirements are at the discretion of the applicant. If the proposal requires payment by users, it must offer at least two payment options and provide documentation to DEQ of the options offered. Methods may include direct use of a credit or debit card at the station, smart phone application based payment, subscription methods, or smart cards.
- As a condition of the receipt of funds from DEQ, the Applicant and the Owner of the Station must agree to indemnify the State of Montana, DEQ, its agents, employees, and representatives for any and all damages to any persons or property arising out of or relating to the installation, operation, and maintenance of the EVCS location selected for funding. Before receiving funding from DEQ, the Applicant and Owner of the Station shall document that it has, in force at its sole expense, a General Commercial Liability Insurance Policy with minimum coverage limits of One Million Dollars, issued by an Insurance Company maintaining a "A" rating or better by A.M. Best, which additionally lists the State of Montana, DEQ as a co-insured. The Applicant and Owner must continuously maintain this insurance coverage during the operation of the EVCS location. If the insurance coverage is not maintained as required in the immediately preceding sentence, the Applicant and Owner shall immediately repay to DEQ all funds received from it, plus interest starting on the first date the coverage was not maintained calculated at the highest rate allowed by Section 31-1-107, MCA, and attorney's fees incurred by DEQ to collect such funds. DEQ may be willing to adjust insurance language based on the recipient.
- If the stations go out of service for repairs, they must be up and fully operational within 48 hours, to the extent possible.
- The charging stations shall be registered on the Alternative Fuels Data Center (AFDC) Fuel Data Center station locator tool at www.afdc.energy.gov.

5.E. Equipment Design

- DCFC charging stations must be capable of providing a charge of at least 50kW output for a single vehicle. Extra consideration will be given to locations designed in a way that allows for future growth and expansion of charging infrastructure, and include the electrical infrastructure necessary to enable an upgrade to a station with a higher kW output at a minimal cost. A DCFC station must have one CCS plug and one CHAdeMO plug. The EVCS location must also have a single- or dual-port Level 2 charging station in addition to the DCFC station.

- A cord management system must be incorporated into the EVCS stations to eliminate the potential for cable entanglement, user injury and connector damage from lying on the ground.
- The DCFC station must be capable of operating without any decrease in performance over an ambient temperature range of -22 to 122 degrees Fahrenheit with relative humidity of up to 95 percent.
- The DCFC station should have the ability to stop the flow of power when not in use. The DCFC station should have over-current protection to prevent the vehicles from drawing too much power.

5.F. EVCS Location Eligibility

- EVCS locations must be within Transportation Corridor Priority communities listed in Table 1, or alternate locations approved by DEQ, in increments no less than 30 and no greater than 90 miles from the nearest existing or planned DCFC station. Proposals should describe how EVCS location(s) will be researched, identified, and secured along the corridor or at priority locations. Identify any secured station location with a letter of support from property owner, if applicant is not the property owner.
- Electrical Supply: EVCS locations must have access to nearby utility power required to meet the minimum required station specifications. Include documentation regarding utility engagement, electrical capacity for each location, expected necessary infrastructure upgrades, and proposed utility rates.
- Locations must be accessible 24 hours a day and seven days a week.
- Locations must have dusk-to-dawn nighttime illumination.
- A minimum of one dedicated parking space must be available for each connector. Stations located outside of the public right-of-way must include “EV Parking Only” signs for each station, along with “EV Parking Only” stenciled graphics on each striped parking pad adjacent to the station. Alternative signage and EV parking designation may be considered.
- Locations must be no more than two miles from the corridor highway; extra consideration will be given to stations within one mile of the corridor highway. If a location within two miles of the corridor highway is not possible, describe why in detail.
- Be located within a short walking distance, not to exceed ¼ of a mile, to retail or service establishments such as restaurants, coffee shops, convenience stores, or tourism destinations.
- Stations must include bollards or other configuration to protect the station equipment are required unless applicant provides evidence of restrictions or other factors that would not allow placement of bollards.
- Applicants must comply with all applicable federal, Tribal, state and local permitting, zoning, and code requirements.

5.G. Ongoing services

- Customer service: A toll-free phone number for customer support service must be clearly posted on or near the installed stations. When a station user calls a phone number, they must obtain immediate access to assistance. Proposals must address what customer support service will be available.
- Networking: The installed stations must be connected to a network by Wi-Fi or cellular connection using an open standard protocol. Proposals must clearly state how potential network security concerns will be prevented, addressed, and managed.

Section 6: Project Selection & Scoring Criteria

The *Fast Charge Your Ride* Program was developed to incentivize the widespread, early adoption of electric vehicles and provide geographically dispersed charging at key locations to address the charging concerns of the motoring public. Applicants must address all issues identified in the Project Selection Scoring Criteria section of this RFA and should directly address the program objectives listed in the

Overview & Background section. Applications not addressing these issues will result in a lower priority or elimination from consideration when compared to an application that answers all questions.

Projects will be evaluated on a number of criteria and applicants should address these issues in the proposals:

1. Full Corridor Proposals: Proposals seeking to complete an entire corridor as identified in Table 1 will receive additional points.
2. Priority Locations: The proposal distances stations along a corridor without duplicating existing or planned DCFC locations and are spaced no less than 30 but no more than 90 miles apart.
3. Station Location: EVCS locations within priority communities. If specific locations have been secured, documentation should be included. If specific locations have not been secured, documentation of any effort to identify locations should be included.
4. Accessibility: Stations are located no further than two miles from a highway or interstate exit. Planning should at least include station location, access to local amenities, station design, facility requirements, and minimum station specifications. Stations for Additional Priority Locations should be within two miles of highways in the Additional Priority Location.
5. Community Partnerships: Roles of project partners are clearly documented and defined.
6. Electric Utility Partnership: Documentation of communication with electric utility provider(s) if applicant is not an electric utility.
7. Geographic Area: Siting of stations in Priority Air Quality Counties and Areas. See Appendix A.
8. Sensitive Areas/Populations: Located near sensitive areas or serves sensitive populations according to EPA’s EJ Screening tool: <https://www.epa.gov/ejscreen>
9. Future Proofing: Consideration given for future growth and expansion of vehicle charging capacity at DCFC station location, including the electrical infrastructure necessary to enable an upgrade to a station with a higher kW output at a minimal cost.
10. Renewable Energy: Inclusion of on-site renewable energy system powering the DCFC will receive a higher score.
11. Proposal Budget: A detailed budget accounting for as many projected costs as feasible. Proposals requesting less than the maximum grant amount and a higher cost-share than required will receive a higher score.

6.A. Scoring Criteria for Corridor Proposals

| Criteria | 0 points | 2 points | 5 points |
|--------------------------------|--|---|--|
| Full Corridor Proposals | N/A | N/A | Proposal seeks to complete an entire corridor as identified in Table 1. |
| Priority Locations | New stations are located closer than 30 miles or further than 90 miles from each other or an existing or planned DCFC station. | Adds new stations 30-90 miles apart to create a corridor but stations are located within 30 miles of communities that already include existing or planned stations. | Adds new stations to complete a corridor without duplicating existing or planned station locations, with all stations 30-90 miles apart. |

| | | | |
|-------------------------------------|--|---|---|
| EVCS Locations | Communities or specific locations in communities not identified. | Communities or specific locations in communities identified but not secured. | Specific locations in communities have been secured for multiple or all locations along DCFC corridor. |
| Accessibility | EVCS locations are further than two miles from the corridor highway without explanation. | EVCS locations are all within two miles of the corridor highway. | All proposed EVCS locations are within one mile of the corridor highway. |
| Community Partnerships | No documented support from partners in proposed EVCS community locations. | Partners in EVCS community locations express general support but role in proposal is unclear. | Key partners are identified with a clear scope of the partnership and a letter(s) of support attached. |
| Electric Utility Partnership | No documented outreach to electric utility. | Electric utility has been consulted but is not the lead applicant or proposal partner. | Electric utility is lead applicant or proposal partner. Partners must include a letter of support or commitment. |
| Geographic Area | Not located in top 10 NOx emission areas or Priority Air Quality Area/County. | Located in a county ranking 1-10 for highest on-road NOx emissions in Appendix A. | Located in Priority Air Quality Areas/Counties and/or Class I Areas listed in Appendix A and/or ranked 1-10 for highest on-road NOx emissions in Appendix A. |
| Sensitive Areas/Populations | N/A | N/A | Located near sensitive areas or serves sensitive populations according to EPA's EJ Screening tool: https://www.epa.gov/ejscreen |
| Future Proofing | N/A | N/A | DCFC stations designed in a way that allows for future growth and expansion of EV charging capacity, and include the electrical infrastructure necessary to enable an upgrade to a station with a higher kW output at a minimal cost. |
| Renewable Energy | N/A | N/A | On-site photovoltaic system (may or may not include battery storage) to provide electricity directly to the DCFC. |

| | | | |
|------------------------|--------------------------------------|--|---|
| Proposal Budget | Minimal budget information provided. | Proposal includes a detailed budget and requests the maximum grant amount. | Proposal anticipates as many projects costs as possible. Budget includes a higher cost-share than required and requests less than the maximum grant amount. |
|------------------------|--------------------------------------|--|---|

6.B. Scoring Criteria for **Additional Priority Location** Proposals

| Criteria | 0 points | 2 points | 5 points |
|-------------------------------------|--|--|--|
| EVCS Location | Specific location not identified. | Specific location identified but not secured. | Specific location has been secured. |
| Accessibility | Location is further than two miles from the nearest highway without explanation. | Location is within two miles of the nearest highway. | Location is within one mile of the nearest highway. |
| Community Partnerships | No documented support from partners in proposed EVCS community location. | Partners in EVCS community location express general support but role in proposal is unclear. | Key partners are identified with a clear scope of the partnership and a letter(s) of support attached. |
| Electric Utility Partnership | No documented outreach to electric utility. | Electric utility has been consulted but is not the lead applicant or proposal partner. | Electric utility is lead applicant or proposal partner. Partners must include a letter of support or commitment. |
| Future Proofing | N/A | N/A | Location designed in a way that allows for future growth and expansion of EV charging capacity, and include the electrical infrastructure necessary to enable an upgrade to a station with a higher kW output at a minimal cost. |
| Renewable Energy | N/A | N/A | On-site photovoltaic system (may or may not include battery storage) to provide electricity directly to the DCFC. |

| | | | |
|------------------------|--------------------------------------|--|---|
| Proposal Budget | Minimal budget information provided. | Proposal includes a detailed budget and requests the maximum grant amount. | Proposal anticipates as many projects costs as possible. Budget includes a higher cost-share than required and requests less than the maximum grant amount. |
|------------------------|--------------------------------------|--|---|

Section 7: Reporting Requirements

DEQ may request quarterly reporting reports with progress on planned activities for the 24-month project period and a final report. More information on quarterly reporting, including deadlines and report templates, are included in the draft model grant agreement in Appendix B. Quarterly data that DEQ may request includes, but is not limited to, progress on installation of the charging stations and use of the station once operational.

Section 8: Proposal Submission

Interested parties must submit applications and the required following information for each charging station proposed to be funded to the following DEQ contact person listed below. All application materials must be postmarked or e-mailed by 5:00pm Mountain on January 11, 2021. If the electronic application materials are significantly large or exceed 15MB, please submit materials via the State of Montana’s File Transfer Service (<https://transfer.mt.gov/Home/Login>) using ePass Montana; e-mails exceeding 15MB cannot be delivered to State of Montana e-mail accounts. Follow the instructions to create an ePass account.

Neal Ullman
 Montana DEQ – Energy Bureau
 P.O. Box 200901
 Helena, MT 59620-0901
 Phone: 406-444-6582
 E-mail: neal.ullman@mt.gov

1. Completed *Fast Charge Your Ride* proposal with signature of individual from the lead applicant responsible for authorizing and overseeing completion of the project.
2. Letter(s) of Commitment, if available, from the owner of EVCS location(s) demonstrating assurance that the charging station will remain at the location and operational for a minimum of five years.
3. Letter(s) of Commitment for match from the applicant and from additional project funding partners (if applicable), who will provide necessary matching funds for the project.
4. Documentation from the utility providing electrical service such as a letter of service notice, indicating power supply availability for the proposed project and any additional documentation of support or involvement in the proposal.
5. Bids for EVCS – please provide three different bids for each EVCS. If you are not able to receive three bids, please include a written explanation of the reason why.
6. Bids for installation work – please provide three different bids for the installation of the EVCS. If installation is being provided by EVCS manufacturer or seller, please provide documentation. If you are not able to receive three bids, please include a writing explanation of the reason why.
7. Plans and photo documentation, if available, that shows exact charger and parking space locations.
8. Completion of Appendix C, Insurance Information & changes to draft model grant agreement.

Section 9: Definitions

Project eligibility is based on the following definitions:

CHAdeMO: CHAdeMO is a DCFC protocol that was first developed for the Japanese EV market; in the United States, it is currently capable of charging vehicles like the Nissan Leaf and Mitsubishi iMiEV. The CHAdeMO protocol is officially recognized as an international DC charging standard by the International Electrotechnical Commission (IEC).

Combined Charging System (CCS): CCS is a DCFC protocol that is Society of Automotive Engineers (SAE) certified, and is featured on vehicles produced by European and American car companies. The “combined” term in the CCS name designates its capability to incorporate the Level 2 (J1772 standard) plug and DC fast charging connector into the same larger plug. The CCS plug nozzle is also commonly referred to as a “Combo plug.”

Direct Current Fast Charging (DCFC): A DCFC station must have one CCS plug and one CHAdeMO plug and be capable of providing a charge of at least 50kW output for a single vehicle.

Electric Vehicle Charging Station (EVCS): A device used to provide electricity to an electric vehicle, designed to ensure a safe connection has been made between the electric grid and the vehicle. An EVCS may provide one or multiple cords to connect with electric vehicles.

Level 2 Charging Station: A 208 to 240-volt AC charging with a cord connector that meets the SAE J1772 standard. Can be one standalone EVCS unit capable of charging one (single-port) or more (multi-port) electric vehicles simultaneously.

Level 3 Charging Station: DCFC equipment that is capable of providing at least 50kW for a single vehicle. DCFC stations must have one CCS plug and one CHAdeMO plug.

Plug: Different electric vehicles have different charging ports which means the shape of the plug to connect to an electric vehicle can vary. The three types of plugs are CCS, CHAdeMO, and Tesla. Plug types vary only for Level 3 charging; all electric vehicles sold in the United States after 2000 use J1772 plugs for Level 2 charging.

Public locations: Includes stations that are available for members of the general public to use 24 hours a day, seven days a week. Members of the public may or may not be charged a fee for use of the charging station.

Sensitive areas and Sensitive Populations: Those that are at greater risk of exposure to air pollution when compared with the rest of Montana and bear a disproportionate burden associated with high concentrations of vehicle emissions. EPA’s EJScreen tool helps determine populations and locations at greater risk of exposure to vehicle emissions: <https://www.epa.gov/ejscreen>.

Appendix A: Priority Air Quality Counties & Areas

Counties that include nonattainment, maintenance, or at-risk areas for certain pollutants associated with mobile sources (transportation).

| Pollutant | County | Status |
|------------------|-----------------|---------------|
| PM-2.5 | Lincoln | Nonattainment |
| PM-2.5 | Flathead | At risk |
| PM-2.5 | Missoula | At risk |
| PM-2.5 | Lewis and Clark | At risk |
| PM-2.5 | Silver Bow | At risk |
| PM-2.5 | Ravalli | At risk |
| CO | Yellowstone | Maintenance |
| CO | Cascade | Maintenance |
| CO | Missoula | Maintenance |

Eligible Class I Areas

- Flathead Indian Reservation
- Glacier National Park
- Yellowstone National Park

Mobile On-road NOx emissions – Top 10 Counties

1. Yellowstone
2. Gallatin
3. Missoula
4. Jefferson
5. Cascade
6. Mineral
7. Big Horn
8. Flathead
9. Lewis & Clark
10. Stillwater

Appendix B: Draft model grant agreement

THIS GRANT AGREEMENT (Agreement) is entered into by and between the State of Montana, Department of Environmental Quality (State), and RECIPIENT (Recipient), collectively the Parties, for the purpose of providing funding to Recipient to acquire and install one or more electric vehicle charging station(s) (EVCS) at **LOCATION NAME, ADDRESS, CITY, Montana**. This Agreement is entered into in accordance with terms and conditions of the Volkswagen Environmental Mitigation Trust Agreement settlement and the accompanying Request for Applications.

1. EFFECTIVE DATE AND DURATION

This Agreement is effective DATE and shall terminate on DATE. In accordance with the tasks defined in Attachment A, installation of the EVCS shall be completed within 24 months of execution of this Agreement.

2. AGREEMENT

A. Recipient agrees to:

- i. Use the funds for the acquisition and installation of electric vehicle charging station(s). Further details of Recipient's obligations are defined in Attachment A, Scope of Work, attached hereto and incorporated herein by reference;
- ii. Ensure that expenditure of funds is only for allowable project costs, as noted below, necessary for or directly associated with the acquisition and installation of the electric vehicle charging station(s):
 - a. Level 2 and Level 3 (DCFC) equipment costs;
 - b. Charging station installation costs directly associated with and required for the installation and safe operation of EVCS;
 - c. Utility upgrades and transformers and extensions;
 - d. Connecting EVCS to electrical service;
 - e. Other hard costs (concrete, conduit, signage, cable/wiring, paint striping and stenciling, etc.);
 - f. Insurance or warranties for charging equipment (minimum of five years);
 - g. Shipping of equipment; and
 - h. Battery storage and photovoltaic panels and associated equipment (charge controllers, inverters) installed for the purpose of powering the electric vehicle charging equipment.
- iii. Ensure that the EVCS remains in operation for a minimum of five years. Recipient is solely responsible for operation and maintenance of the EVCS during for five years and will take necessary steps to ensure the station remains in good working order. Recipient is also solely responsible for continued operation and maintenance of the EVCS beyond five years, until the EVCS has reached its end of life and can no longer be operated safely.
- iv. During the period of this Agreement and continuing for as long as the EVCS is operational, Recipient shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the purchase, installation, operation, and maintenance of the EVCS. Said coverage shall include Recipient's agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.
 - a. Recipient's insurance coverage shall be primary insurance with respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials,

employees, or volunteers shall be excess of Recipient's insurance and shall not contribute with it.

- b. Recipient shall purchase and maintain general liability insurance occurrence coverage, from an insurer with an A.M. Best rating of no less than A-, with combined single limits for bodily injury, personal injury, and property damage of \$500,000 per occurrence and \$1,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Recipient or its officers, agents, representatives, assigns, or subcontractor. The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of Recipient, including the State's general supervision of Recipient, products, and completed operations, and the premises owned, leased, occupied, or used.
 - c. Any deductible or self-insured retention is not effective unless it is declared to and approved by the State. At the request of the State either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of Recipient, Recipient shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.
 - d. A certificate of insurance from an insurer with an AM Best's rating of no less than A- indicating compliance with the required coverages, has been received by the State. Recipient must notify the State immediately of any material change in insurance coverage, such as changes in limits, coverages, or change in status of policy. The State reserves the right to require complete copies of insurance policies at all times.
 - e. Recipient shall ensure renewal of the required insurance coverages so long as the EVCS remains operational and provide the State with a copy of the certificate of insurance form showing updated coverage dates with each renewal.
 - v. Provide the State with proof that the EVCS is 100 percent installed and fully operational. Proof shall be in accordance with the Tasks as defined in Attachment A.
- B.** State agrees to timely inspect the station to determine it is fully functional as defined in Attachment A.

3. CONSIDERATION/INVOICING/PAYMENT

- A.** The State shall provide Recipient with \$GRANT AMOUNT to acquire and install the EVCS. Recipient must ensure the full amount is used for eligible costs as defined by 2.A.ii.
- B.** Recipient shall invoice the State for its eligible costs when installation of the EVCS is complete and the station is deemed fully operational as defined by Attachment A.
- C.** The State shall ensure payment of Recipient's invoice within 30-days after receipt.

4. OWNERSHIP OF EVCS

By executing this Agreement, the Parties agree that the Recipient is the owner of the EVCS and the State shall incur no liability for it.

During the period of this Agreement and continuing for so long as the EVCS is operational, Recipient shall protect, defend, indemnify, and save harmless the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, liabilities, demands, causes of action, judgments, and losses, including all costs of defense and reasonable attorney fees, arising in favor of or asserted by Recipient's employees and agents, its subcontractors, its subcontractor's employees and agents, or third parties on account of property damage, personal injury,

bodily injury, death, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of or in connection with this Agreement.

5. ACCOUNTING, AUDIT AND RETENTION OF RECORDS

A. Recipient shall maintain books, records, documents, other evidence directly pertinent to performance of work under this Agreement and current accounting for all funds received and expended pursuant to this Agreement in accordance with generally accepted accounting principles. Recipient's accounting system must be able to allocate costs associated with this Agreement in a manner that keeps these costs separate from the costs of other agreements.

B. The State, the Legislative Auditor, the Legislative Fiscal Analyst, the Trustee for the Volkswagen Environmental Mitigation Trust Agreement, and the Comptroller General of the United States, or their authorized representatives, have the right of access to accounting records of Recipient for purposes of making an inspection, audit, excerpts, or transcripts of funds received and expended by Recipient pursuant to this Agreement. Recipient shall maintain the records at the address of its liaison in Section 12 and allow the entities in the preceding sentence to have access to them for review and copying during normal business hours for as long as the Recipient retains the records under Section 5. This Agreement may be terminated by the State upon any refusal of Recipient to allow access to such records.

C. All books, records, reports, accounting, and other documents maintained by Recipient under this Agreement must be retained for a period of eight years after either the completion date of this Agreement or the conclusion of any litigation, claim, audit or exception relating to this Agreement taken by the State or a third party, whichever is later. Recipient may not destroy any records without first offering the records to the State.

6. COMPLIANCE WITH LAWS

Recipient shall, in performance of work under this Agreement, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Recipient is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Recipient subjects subcontracts to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 Recipient agrees that the hiring of persons to perform this Agreement will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Agreement.

7. AGREEMENT TERMINATION

Either party may terminate this Agreement in whole or in part for failure of the other party to materially perform any of the services, duties, terms, or conditions contained in this Agreement after giving the other party written notice identifying items not performed. The written notice must demand performance of the items not performed within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

8. EVENT OF BREACH – REMEDIES

A. Event of Breach by Recipient. Any one or more of the following Recipient acts or omissions constitute an event of material breach under this Agreement:

- i. products or services furnished fail to conform to any requirement;
- ii. failure to submit any report required by this Agreement;
- iii. failure to perform any of the other terms and conditions of this Agreement, including but not limited to failing to obtain and maintain all required insurance, and beginning work under this Agreement without prior State approval; or
- iv. financial inability to perform its obligations under this Agreement.

B. Event of Breach by State. The State's failure to perform any material terms or conditions of this Agreement constitutes an event of breach.

C. Actions in Event of Breach.

- i. Upon a material breach by either party, the non-breaching party may:
 - a. terminate this Agreement after giving written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period; or
 - b. treat this Agreement as materially breached and, except as the remedy is limited in this Agreement, pursue any of its remedies under this Agreement, at law or in equity.

9. FORCE MAJEURE

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than five working days after the onset. If the notice is not provided within the five-day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this Agreement, unless the parties mutually agree that the obligation is excused because of the condition.

10. WAIVER OF BREACH

Either party's failure to enforce any Agreement provisions after any event of breach is not a waiver of its right to enforce the provisions and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

11. CONFORMANCE WITH AGREEMENT

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the Agreement shall be granted without the State's prior written consent. Products or services provided that do not conform to the Agreement terms, conditions, and specifications may be rejected and returned at Recipient's expense.

12. LIAISONS AND SERVICE OF NOTICES

Agreement Liaisons. All project management and coordination on the State's behalf must be through a single point of contact designated as the State's liaison. Recipient shall designate a liaison who will provide the single point of contact for management and coordination of Recipient's work. All work performed under this Agreement must be coordinated between the State's liaison and Recipient's liaison.

Neal Ullman, or successor, shall be the liaison for the State.

1520 E. 6th Avenue

PO Box 200901

Helena, MT 59620-0901

Telephone: (406) 444-6582

E-mail: neal.ullman@mt.gov

RECIPIENT LIAISON, or their designee or successor, is Recipient's liaison.

ADDRESS

CITY, STATE ZIP

Telephone:

E-mail:

The State's liaison and Recipient's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by e-mail, mail, or facsimile. If notice is provided by e-mail or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three (3) business days of mailing. The party receiving a notice shall sign and date an acknowledgement of the notice and mail it to the sending party.

13. CHOICE OF LAW AND VENUE

In accordance with §18-1-401, MCA, Montana law governs this Agreement. If there is a dispute under this Agreement, the Parties will meet in person and attempt to resolve the dispute. If the dispute cannot be settled through negotiation, the parties agree that prior to resorting to litigation they will attempt to settle the dispute by nonbinding mediation administered by a neutral mediator agreed to by the parties.

Both parties waive objection to personal jurisdiction in the First Judicial District in and for the County of Lewis and Clark, State of Montana. Any litigation concerning this Agreement must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana.

14. SEVERABILITY CLAUSE

A declaration by any court or any other binding legal source that any provision of the Agreement is illegal and void shall not affect the legality and enforceability of any other provision of the Agreement, unless the provisions are mutually and materially dependent.

15. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

This Agreement consists of 6 numbered pages and any Attachments as required, is the entire agreement of the Parties, and supersedes all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

16. WAIVER

The State's waiver of any Recipient obligation or responsibility in a specific situation is not a waiver in a future similar situation and is not a waiver of any other Recipient obligation or responsibility.

17. EXECUTION

The parties through their authorized agents have executed this Agreement on the dates set out below.

RECIPIENT

DATE

BY: _____
RECIPIENT NAME
RECIPIENT ENTITY
ADDRESS
CITY, STATE ZIP

MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY

DATE

BY: _____
VICKI WOODROW, Contracts Officer

Centralized Services Division
Financial Services Bureau
PO Box 200901
Helena, MT 59620-0901

Approved as to Legal Content:

DATE

BY: _____
DEQ Attorney



Attachment A: Scope of Work

Project Title:

Project Description:

- Recipient shall install electric vehicle charging stations (EVCS) as follows:
 - *Location(s):*
 - *Type/Number of charging station(s) to be installed:*

Project Tasks:

Recipient shall perform the tasks listed below in relation to the acquisition and installation of the EVSC listed in the Project Description.

Task 1 – Recipient shall have a final EVCS site analysis completed by a licensed electrician.

Deliverables:

1. Recipient shall provide the State with a copy of the final EVCS site analysis/assessment that includes:
 - a. Documentation that recipient owns the site or facility where the proposed charging station is being installed. If Recipient does not own the site, Recipient must provide written approval from the title owner of the site for charging station installation and operation.
 - b. The final total estimated cost of electrical upgrades (if necessary).
 - c. All costs related to installation of each EVCS station which may include costs for trenching and construction.
 - d. Final site plans and electrical and design drawings.

Timeline:

This task must be completed within four months after execution of the Agreement. All required deliverables must be provided to and accepted by the State before Recipient may proceed with subsequent tasks.

Task 2 – Recipient shall enter into an Agreement with a licensed electrical contractor to complete installation of EVCS stations that meet equipment eligibility requirements in DEQ *Fast Charge Your Ride* Request for Applications. Eligible equipment requirements include:

1. Level 2 stations:
 - a. offer a single Society of Automotive Engineers (SAE) J-1772 standard connection to charge one electric vehicle at a time or two SAE J-1772 connectors to charge two electric vehicles at once;
 - b. must be powered by 240-volt alternating current (AC);
 - c. must provide a charge of at least 6.6 kilowatts continuous with electric service rated at 208 volts (30 amps continuous);
 - d. must be certified through the Nationally Recognized Testing Laboratory (NRTL) program to demonstrate compliance with appropriate product safety test standards.

2. Level 3 (DCFC) stations:
 - a. must be capable of providing at least 50-kilowatt charge for a single vehicle;
 - b. must have one CHAdeMO and one SAE CCS J1772 plug on each DCFC;
 - c. must be certified through the NRTL program to demonstrate compliance with appropriate product safety test standards.

Deliverables:

1. Provide the State with executed copy of agreement between Recipient and licensed electrical contractor. Agreements must include final costs for site preparation, construction (i.e. trenching), materials, installation, and any other costs related to installation of the charging station.
2. Recipient must also provide the State with:
 - a. proof of electrical inspection;
 - b. demonstrated compliance with all applicable codes including state and local jurisdictions;
 - c. copies of permits for electrical work, if applicable.

Timeline:

This task must be completed within eight months after execution of the Agreement.

Task 3 – Recipient shall ensure that each EVCS is in service and fully operational for a minimum of five years. If Recipient finds it necessary to move a charging station from one location to another, Recipient must notify the State. If the charging station is sold prior to five years of operation, unable to be operated for the full five years, or rendered inoperable or otherwise disposed of, the Recipient shall, if requested by the State, pay a pro-rated portion of the grant back to the State. Pro-rated amount will be determined upon occurrence.

After the five years, Recipient shall continue to ensure EVCS remains in good working order for the remainder of its operating life.

Deliverables:

1. Provide the State with signed letter of commitment that:
 - a. Publicly-available EVCS are accessible 24-hours per day, seven days a week.
 - b. If an EVCS is out of service for repairs, Recipient shall, to the extent possible, restore it to full operation within 48 hours.

Timeline:

This task must be completed within 12 months after execution of the Agreement.

Task 4 – Recipient shall purchase EVCS equipment that meets the equipment specifications listed below.

Deliverables:

1. Recipient shall provide the State with a purchase order that includes equipment specifications and line-item costs for equipment, and required specifications. These specifications must include:
 - a. Cord management system that ensures that the cord will not be a tripping or safety hazard.
 - b. EVCS user payment options are at the discretion of the Recipient. If Recipient requires payment by users, it must offer at least two payment options and provide documentation of the options offered to the State. Methods may include direct use of a credit or debit card at the station, smart phone application based payment, subscription methods, or smart cards.
 - c. Connection to a network by Wi-Fi or cellular connection using an open-standard protocol including how potential network security concerns will be prevented, addressed, and managed.

Timeline:

This task must be completed within 18 months after execution of the Agreement.

Task 5 – Recipient shall verify to the State that each EVCS has been installed and is operating.

Deliverables:

1. Photo documentation that shows the site of each EVCS before, during, and after construction, and installation of the charging station.
2. Provide documentation from the EVCS vendor that the EVCS is operational.
3. Before the State conducts final inspection and accepts the EVCS, Recipient shall allow the State to enter to perform an on-site inspection to verify operation of an EVCS.

Timeline:

This task must be completed no later than 24 months after the execution of the agreement.

Task 6 – Recipient shall verify to the State that each EVCS site location meets the following parking and signage requirements. The State will consider alternative parking and signage for site locations in a public right of way.

Deliverables:

1. Photo documentation of EVCS site location depicting parking spaces, signage and pavement striping and stenciling.
 - a. Sites must include at least one designated parking stall for each charger (or one parking stall per charging connector for dual-connector Level 2 chargers).
 - b. Sites where the EVCS is not wall-mounted must include bollards, or other structures, to protect the EVCS against damage.
 - c. Each charger parking stall must have “Electric Vehicle Charging Only” signs on either side of the charger.
 - d. Each charger parking stall must have pavement stripes and “Electric Vehicle Charging Only” stenciled on the pavement.

Timeline:

This task must be completed no later than 24 months after the execution of the agreement.

Task 7 – Recipient shall register each charging site location with the Alternative Fuels Data Station Locator tool at: <https://afdc.energy.gov> to increase awareness and the availability of the EVCS for members of the public.

Deliverables:

1. Maintain site registration on the website as long as the EVCS remains operational.
2. Provide the State with a screenshot showing that the EVCS is included in the Station Locator website.

Timeline:

Registration must be requested no later than seven days after each EVCS becomes available for public use. Recipient shall submit documentation of registration to the State within seven days after verification.

Task 8 – Quarterly and Final Reporting

Deliverables:

1. Recipient shall provide the State with quarterly progress reports by the date noted below. Quarterly reports will include:
 - a. Progress updates on efforts to complete Tasks 1-7 including any unsubmitted documentation for deliverables for each Task.
 - b. Plans for the next quarter and goals of the Tasks and deliverables that will be targeted for work and completion.

2. Recipient shall provide the State with a final report no later than 10 days after the EVCS is fully operational. The final report must include:
 - a. Progress status for Tasks 1-7 including any unsubmitted documentation for deliverables for each task.
 - b. All available data on:
 - i. the number of charging sessions;
 - ii. average kilowatt-hours used per charging session;
 - iii. maximum instantaneous peak power, start, and charge times;
 - iv. Details on instances an EVCS was out of service for repairs including:
 1. how long the EVCS was out of service;
 2. actions taken to return the EVCS to service.

Timeline:

Quarterly reports must be submitted to the State within 15 days after the end of each quarter during the term of the Agreement. The quarter end dates are as follows: DATE, DATE, DATE, and DATE.

The final report must be submitted to the State no later than one month after completion of Tasks 1-7.

Appendix C: Insurance information & changes to the draft model grant agreement

In order to facilitate grant agreement process, should a proposal be selected for funding by DEQ, DEQ requests the following information be submitted along with project proposal:

1. What kind of insurance does the lead applicant maintain:
 - a. ___ Private
 - b. ___ Self
 - c. ___ Alternate provider; please describe:

2. What changes to the draft model grant agreement, included as Appendix B, would the lead applicant need in order to enter into a grant agreement with DEQ? Please identify the section, page, and alternate preferred language for each change.