



# Request for Proposal (RFP) Wisconsin Electric Vehicle Infrastructure (WEVI) Program

Wisconsin Department of Transportation

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## TABLE OF CONTENTS

<b>1</b>	<b>INTRODUCTION .....</b>	<b>1</b>
1.1	Wisconsin’s Electrification Initiative .....	1
1.2	National Electric Vehicle Infrastructure Program .....	1
1.3	Wisconsin Electric Vehicle Infrastructure Program .....	1
<b>2</b>	<b>WEVI PROGRAM ROUND 1 FUNDING OVERVIEW .....</b>	<b>2</b>
<b>3</b>	<b>FUNDING AND GRANT AWARD INFORMATION.....</b>	<b>2</b>
3.1	Total Available Funding.....	2
3.2	Availability of Funds .....	2
3.3	Grant Awards.....	3
3.4	Project Phases and Period of Performance .....	3
<b>4</b>	<b>ELIGIBILITY.....</b>	<b>4</b>
4.1	Eligible Proposers .....	4
4.2	Ineligible Proposers .....	4
4.3	Eligible Costs and Cost-Sharing.....	4
4.4	Ineligible Costs and Cost-Sharing.....	6
<b>5</b>	<b>EV CHARGING STATION LOCATIONS .....</b>	<b>6</b>
<b>6</b>	<b>NEVI PROGRAM FEDERAL REQUIREMENTS .....</b>	<b>11</b>
6.1	Installation, Operation, and Maintenance Implementation Compliance .....	11
6.2	Interoperability, Signage, Network Connectivity, and Real-Time Information .....	12
6.3	Data Collection and Reporting.....	12
6.4	Additional Federal Statutory Requirements.....	13
<b>7</b>	<b>FEDERAL JUSTICE40 INITIATIVE .....</b>	<b>13</b>
<b>8</b>	<b>PROPOSAL PROCESS.....</b>	<b>13</b>
8.1	Proposal Due Date:.....	14
8.2	Proposal Submission Mailbox.....	14
8.3	Proposal Submission Package and Requirements .....	14
	<b>SUPPORTING DOCUMENTATION, .....</b>	<b>15</b>
<b>9</b>	<b>PROPRIETARY INFORMATION, AND PUBLIC RECORDS .....</b>	<b>15</b>
9.1	Proprietary Information .....	15

9.2	Public Records Access .....	15
<b>10</b>	<b>COMMUNICATION DURING PROPOSAL PROCESS .....</b>	<b>15</b>
10.1	Programmatic and Technical Questions .....	15
10.2	Informational Public Webinar .....	16
10.3	Proposal Submission Confirmation .....	16
<b>11</b>	<b>PROPOSAL REVIEW AND EVALUATION PROCESS .....</b>	<b>16</b>
11.1	Step 1: Mandatory Federal and State Requirements .....	16
11.2	Step 2: Scored Components .....	16
11.3	Step 3: Additional Considerations.....	17
<b>12</b>	<b>GRANT AWARD NOTIFICATION .....</b>	<b>18</b>
12.1	Notification of Proposal Selection.....	18
12.2	Public Release of List of Selected Proposals .....	18
<b>13</b>	<b>POST-GRANT AWARD PROCESSES AND PROCEDURES .....</b>	<b>18</b>
13.1	Environmental Clearance and Authorization.....	19
13.2	Pre-Construction.....	19
13.3	Construction.....	19
13.4	Operations, Maintenance, and Reporting.....	19
13.5	Project Close Out .....	19
13.6	Reimbursement Process .....	19
<b>14</b>	<b>DISCLAIMER AND RESERVATION OF RIGHTS .....</b>	<b>19</b>
14.1	Disclaimer .....	19
14.2	Reservation of Rights.....	20

## FIGURES

Figure 5-1: Wisconsin EV Charging Station Gaps and Priority Locations.....	7
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## TABLES

Table 2-1: WisDOT NEVI Request for Proposal Dates .....	2
Table 5-1: Wisconsin EV Charging Station Gaps and Priority Locations .....	9
Table 5-1: Wisconsin EV Charging Station Gaps and Priority Locations (Continued) .....	10
Table 6-1: Installation, Operation, and Maintenance Implementation Compliance.....	11
Table 6-2: Interoperability, Signage, Network Connectivity, and Real-Time Information .....	12
Table 6-3: Data Collection and Reporting.....	12
Table 6-4: Additional Federal Statutory Requirements .....	13
Table 11-1: Scored Components .....	17

## APPENDICIES

<b>APPENDIX A</b> .....	<b>21</b>
Proposal Checklist, Required Submission Materials, and Instructions.....	21
<b>APPENDIX B</b> .....	<b>22</b>
Standard Terms and Conditions .....	22
<b>APPENDIX C</b> .....	<b>27</b>
Acronyms and Definitions .....	27

“Electrification is coming. The private sector has spoken. The major auto manufacturers are retooling and have announced ambitious plans to transition to producing predominantly electric vehicles in the near future. That is good for our environment because it can dramatically reduce emissions from burning fossil fuels. We in the public sector need to be ready for this transformational change – and in Wisconsin, we will be. That is why WisDOT is continuing to work with our partners to enhance Wisconsin’s EV infrastructure and make the benefits of EVs available to everyone in Wisconsin.”

- Wisconsin Department of Transportation Secretary Craig Thompson

# 1 INTRODUCTION

## 1.1 Wisconsin’s Electrification Initiative

Wisconsin’s Electrification Initiative is a collaborative, statewide government effort to prepare and plan for transportation electrification in Wisconsin strategically. The initiative aims to provide leadership in adapting the state’s transportation infrastructure to provide seamless short- and long-distance electric vehicle (EV) travel in Wisconsin.

The Wisconsin Department of Transportation (WisDOT) will work to develop a preferred policy framework for transportation electrification. Efforts will focus on continued stakeholder collaboration, equity of integration across the state, including urban, rural, suburban areas, and historically underserved communities, and adapting the state’s transportation infrastructure to advance electrified transportation.

Finally, the initiative will play a significant role in increasing the range confidence of EV motorists in Wisconsin as it creates a reliable network of fast charging across the state, helping ensure that intercity and interstate travelers alike can readily charge along their travel route.

## 1.2 National Electric Vehicle Infrastructure Program

In November 2021, the Bipartisan Infrastructure Law (BIL) was signed, designating \$7.5 billion to build a national EV charging station network. The National Electric Vehicle Infrastructure (NEVI) program includes \$5 billion of this funding, laying the groundwork for formula funding designation and use. NEVI is specifically intended to build out the electric vehicle charging system along federally designated alternative fuel corridors (AFCs). WisDOT is required by the Federal Highway Administration (FHWA) to develop and submit a state plan as a prerequisite to accessing federal funding for EV infrastructure deployment. Wisconsin’s 2023 NEVI Plan Update was submitted in August 2023 and was approved by FHWA on September 29, 2023.

## 1.3 Wisconsin Electric Vehicle Infrastructure Program

Under Wisconsin’s program, referred to as the Wisconsin Electric Vehicle Infrastructure (WEVI) program, the state is eligible to receive approximately \$78 million in NEVI Formula funds over five years beginning in federal fiscal year (FY) 2023. Under NEVI Program Requirements, WisDOT must fully build out its EV AFCs with EV charging stations. Currently, in Wisconsin, these include five Interstates: I-90, I-94, I-43, I-41, and I-535; seven U.S. highways: US 8, US 41, US 53, US 151, and parts of US 2, US 51, and US 141; and one state highway: WIS 29. Under the WEVI Program, approximately 65 charging locations will be built along these AFCs over the program’s lifetime. Once the designated AFCs are certified as fully built-out by FHWA, Wisconsin will have more discretion regarding where new charging stations funded under the NEVI Formula Program can be located. This request for proposal (RFP) represents the first round of WEVI Program funding to deploy EV charging stations to fill critical charging gaps on Wisconsin’s AFCs.

## 2 WEVI PROGRAM ROUND 1 FUNDING OVERVIEW

WisDOT has developed this WEVI Program Round 1 RFP to seek competitive grant proposals for eligible entities to install, own, operate, maintain, and report on NEVI Formula Program funded and compliant EV charging stations throughout Wisconsin. Schedule milestones related to the WEVI Program Round 1 RFP are shown in **Table 2-1**.

**Table 2-1: WisDOT NEVI Request for Proposal Dates**

<b>Project Milestone</b>	<b>Date</b>
Preliminary RFP Information Release	<ul style="list-style-type: none"><li>• January 2, 2024</li></ul>
RFP Submission Packet Release – RFP Opens	<ul style="list-style-type: none"><li>• January 12, 2024</li></ul>
Informational Webinar for Prospective Proposers	<ul style="list-style-type: none"><li>• ~15 days after RFP opens</li></ul>
Deadline for Written Questions	<ul style="list-style-type: none"><li>• Question Response Period 1: Deadline to submit questions by January 29, 2024</li><li>• Question Response Period 2: Deadline to submit questions by February 29, 2024</li></ul>
Final Proposal Submission Deadline	<ul style="list-style-type: none"><li>• April 1, 2024 by 5:00 PM (CT)</li></ul>
Anticipated Grant Award Announcement	<ul style="list-style-type: none"><li>• ~Spring 2024</li></ul>

\*Please visit the [Electrification of Wisconsin](#) website for updated WEVI Program Round 1 RFP schedule information.

To apply for funding under this RFP, proposers must submit a completed grant proposal package and any supporting documentation to WisDOT’s proposal submission mailbox at [WEVIRFPSubmission@dot.wi.gov](mailto:WEVIRFPSubmission@dot.wi.gov). More detailed instructions on available funding, eligibility, proposal submission process, and post-selection and grant award process are detailed throughout the following sections of this RFP.

## 3 FUNDING AND GRANT AWARD INFORMATION

### 3.1 Total Available Funding

Wisconsin is eligible to receive approximately \$78 million in NEVI Formula funds over five years beginning in federal fiscal year (FFY) 2023. FFY 2022 and FFY 2023 funding is available now, and with the September 29, 2023, approval of the 2023 WEVI Plan Update by FHWA, FFY 2024 NEVI Formula funds are now available.

The WEVI Program will provide federal funding reimbursement of up to 80% of the eligible costs associated with awarded EV charging infrastructure grant projects. Grant awardees must provide a minimum of 20% non-federal cost-share for the project.

### 3.2 Availability of Funds

WisDOT will provide NEVI Formula funds on a reimbursement basis to grant awardees after FHWA project authorization is received, final project grant agreements are signed, and WisDOT has issued relevant formal notices for each requisite project phase. Grant awardees shall be reimbursed for eligible costs in strict

adherence to project budgets presented in the grant agreement, NEVI Program Requirements ([23 CFR 680](#)), and in compliance with all applicable state and federal statutes. Such reimbursements shall not surpass the maximum budget amount delineated within the grant awardee's grant agreement. Grant awardees will be responsible for fulfilling, presenting, and settling all supplier invoices before requesting reimbursement from WisDOT.

### 3.3 Grant Awards

WisDOT expects to fill as many WEVI Program EV AFC charging station gaps as possible with funding associated with the WEVI Program Round 1 RFP. WisDOT will evaluate proposals and prioritize grant awards based on projects that most effectively and efficiently fulfill federal NEVI Program Requirements and WEVI Program goals. See **EV Charging Station Locations** for further information on project site eligibility, locations, and site classifications.

### 3.4 Project Phases and Period of Performance

Following the completion of the proposal review period, as outlined in **Table 2-1** above, the following general project phases will commence and represent the project period of performance:

- **Notice of Selection (NoS):** WisDOT will notify selected proposers and the public of grant award selections. WisDOT will issue a NoS to each selected proposer, designating them as a conditional grant awardee, and will obligate project funding following the announcement of program grant awards.
- **Environmental Clearances (NEPA):** Following the NoS, WisDOT, in cooperation with the selected conditional grant awardee, will complete the required National Environmental Policy Act (NEPA) process. Conditional grant awardees will be required to provide WisDOT with any necessary information needed to facilitate WisDOT's completion of the required NEPA environmental clearance process.
- **FHWA Authorization & Grant Agreement Execution:** Following confirmation of NEPA clearances, WisDOT will seek project authorization from FHWA. With the receipt of project authorization, WisDOT will work with the conditional grant awardee to execute a final grant agreement stipulating all federal, state, and program requirements, and detailing the final project scope, budget, and performance period.
- **Pre-construction & Design Review (NTP 1):** Following grant agreement execution, WisDOT will issue a notice to proceed (NTP 1) commencing the pre-construction and design review phase. Grant awardees must provide WisDOT with a final site design plan for review, compliance confirmation, and approval.
- **Procurement & Construction (NTP 2):** Following WisDOT's approval of the final site design, WisDOT will issue a second notice to proceed (NTP 2). Upon receipt of NTP 2, grant awardees will be authorized to begin equipment purchasing and construction of the EV charging infrastructure project. Grant awardees will be permitted 24 months after NTP 2 to complete construction. Grant awardees requiring additional time must request a project time extension from WisDOT. Following the successful completion of the project work, WisDOT will inspect and test the grant awardee's equipment and project site. WisDOT will issue a notice of acceptance (NoA) upon confirmation that all project work has been completed to the approved project designs and complies with all federal, state, and program requirements.
- **Operations, Maintenance, and Reporting:** Following the receipt of WisDOT's NoA, the grant awardee will operate and maintain its EV charging infrastructure for at least five (5) years following infrastructure installation and commissioning. Grant awardees must maintain a minimum of 97% uptime during the 5-year operations & maintenance (O&M) period (see [23 CFR 680.106\(i\)](#)). During the O&M period, the grant awardee must submit all federally required reporting quarterly and annually as detailed in [23 CFR 680](#). Grant awardees may also submit reimbursement requests for eligible O&M expenses with the submission of required reporting documentation.

- **Project Notice of Completion (NoC):** A notice of completion (NoC) will be issued by WisDOT following the successful completion of the 5-year O&M period, all reporting requirements have been met, and after the grant awardee’s final reimbursement has been issued. Grant awardees must comply with federal disposition requirements in [2 CFR 200.313\(e\)](#) following the completion of the 5-year O&M period.

## 4 ELIGIBILITY

The WEVI Program is committed to allocating funds in support of EV charging station deployment along Wisconsin’s AFCs. The principal objective of the WEVI Program is to provide funding for the planning, construction, operation, and maintenance of EV charging stations that are accessible to the general public and must fully comply with all federal and state requirements delineated in this RFP, including the NEVI final rule requirements of [23 CFR 680](#). In addition, the following sections provide more details on specific WEVI Program eligibility requirements.

### 4.1 Eligible Proposers

Eligible proposers under the WEVI Program Round 1 RFP are:

1. Private businesses, including corporations, partnerships, companies, or nonprofit organizations authorized to do business in Wisconsin.
2. Tribal organizations (as defined in Title 25 US Code Section 5304 (I)).

### 4.2 Ineligible Proposers

Ineligible proposers under the WEVI Program Round 1 RFP are:

1. Utilities in Wisconsin.
2. Public and governmental entities, including local governments and higher education institutions.

Public entities are not eligible for funding under the WEVI Program Round 1 RFP. WisDOT has decided to limit eligible proposals only to private entities to comply with [23 CFR 635.112\(e\)](#) which states: “Except in the case of a concession agreement, as defined in section 710.703 of this title, no public agency shall be permitted to bid in competition or to enter into subcontracts with private contractors.”

### 4.3 Eligible Costs and Cost-Sharing

NEVI Formula Program funds are restricted to projects directly related to EV charging infrastructure open to the public. Eligible expenses that qualify for reimbursement under the WEVI Program must be directly related to the design, acquisition, installation, operations, and maintenance of compliant EV charging infrastructure (for up to five (5) years following infrastructure installation and commissioning).

Eligible expenses under the WEVI Program Round 1 RFP are limited to:

1. Costs for pre-construction work, including environmental clearances, site design, and site permitting.
2. Labor associated with site preparation, such as trenching or equipment installation (proposers will be required to separate equipment, non-labor project costs, and labor costs in proposals).
3. Costs of minor utility grid updates (work necessary to connect charging station to the electric grid distribution network), including:



- i. Costs for minor extensions or upgrades to existing power lines.
  - ii. Costs to acquire and install on-site electric service equipment (e.g., power meter, transformer, switch gear).
4. Costs to obtain and install new NEVI-compliant EV charging station and electric vehicle supply equipment (EVSE) related hardware and software.
5. Costs to obtain and install, repair, upgrade, or replace existing EVSE and EV charging station equipment to meet NEVI minimum standards and requirements, including costs to upgrade existing EV charging stations to meet Americans with Disabilities Act (ADA) requirements.
6. Costs of shipping fees and taxes for eligible items.
7. Construction costs for EV charging station installation (as defined under 23 U.S.C. 101(a)(4)), including site restoration directly related to the EV charging station after installation. This includes landscaping remediation directly resulting from installing the charging stations.
8. Costs to install onsite signage for user wayfinding directly related to the EV charging station, including parking stall striping directly resulting from installing the charging stations.
9. Costs to install onsite physical safety features, including lighting to illuminate the EV charging stations, video surveillance equipment of the EV charging stations for security and remote monitoring, and other on-site safety features to enhance the physical safety of EV charging station users and equipment.
10. Construction project management costs directly related to the EV charging stations.
11. Public outreach and education directly related to the utilization of the EV charging stations.
12. O&M costs for up to five (5) years after the charging station is operational are limited strictly to the following three categories:
  - i. Charging equipment lease fees (if the proposer chooses the lease option for equipment rather than the purchase option). The lease costs are only eligible if paid through a fixed contract.
  - ii. Cellular network fees, internet service fees, or similar fees/costs for EV charging station data sharing. This includes, to the extent practicable, expenses related to the specific data-sharing requirements of this program, as well as costs of data sharing on all EV chargers and EV charging station activities on the EV charging station network funded by this program. Networking costs are only eligible if paid through a fixed contract.
  - iii. Hardware and software maintenance and repair costs, including service agreements with third-party contractors, charging equipment manufacturers, warrantors, or aftermarket providers. Hardware and software maintenance and repair costs are only eligible if paid through a fixed contract.

13. Warranties for equipment, parts, and labor (not exceeding the maximum five (5) year program limits).

#### **4.4 Ineligible Costs and Cost-Sharing**

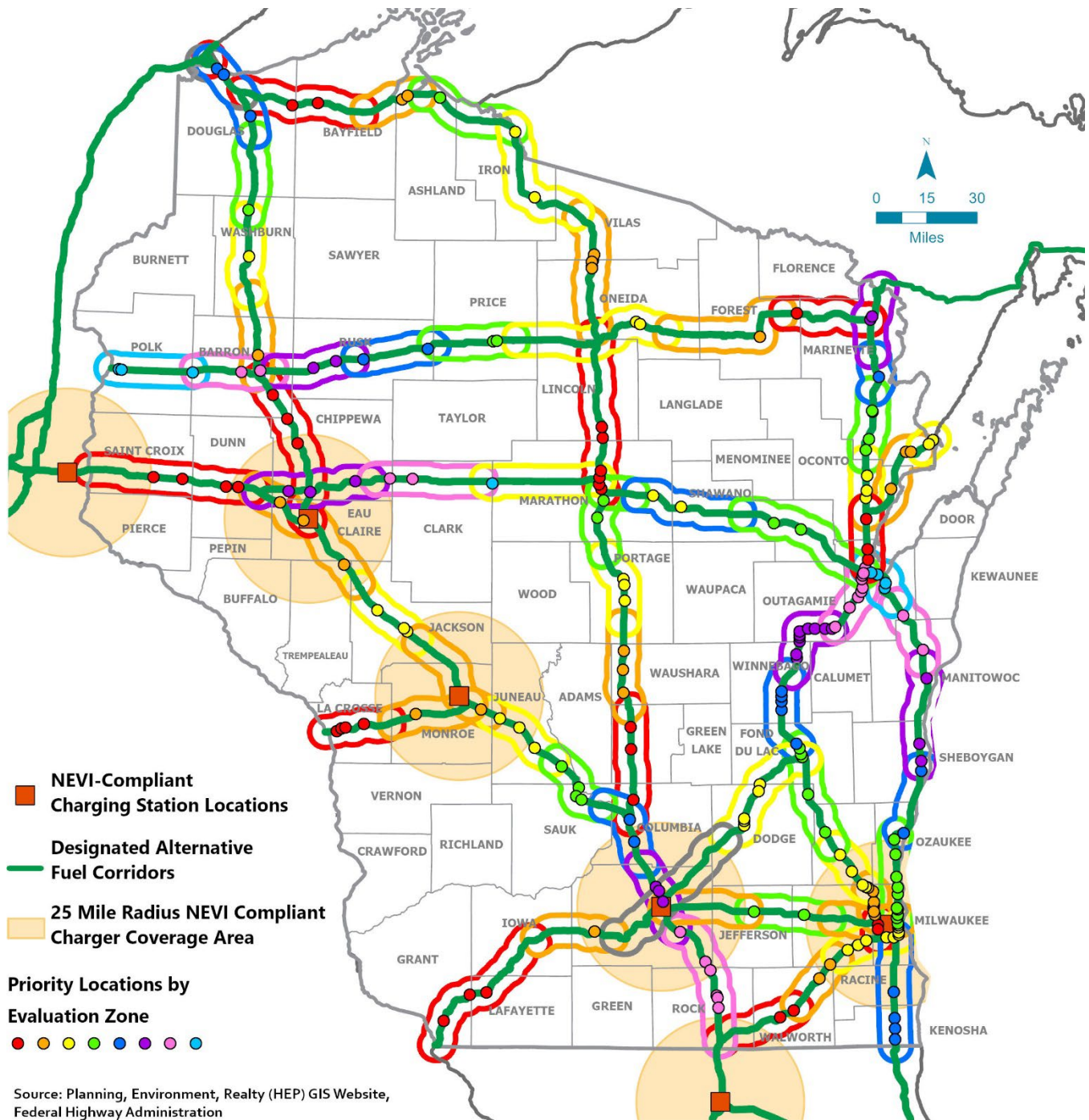
Any expenses not explicitly considered by WisDOT as directly associated with the acquisition, installation, operation, and maintenance of EV charging infrastructure will be regarded as ineligible costs for purposes of the WEVI Program. The following examples serve as references for some of the expenses that fall under the category of ineligible expenses:

1. Expenses incurred before formal WisDOT notice or authorization to proceed.
2. Expenses associated with the purchase or rental of real estate.
3. Expenses associated with the construction or general maintenance of buildings and parking facilities, unless directly linked to the EV charging station.
4. Costs for obtaining development entitlements or rezoning permits from local authorities.
5. Costs for major utility upgrades to the power grid, such as substantial line extensions, improvements to offsite power generation, bulk power transmission, or other related major utility grid infrastructure.
6. Costs for distributed energy resources (DER), such as solar power, generators, or battery storage.
7. Expenses covered by existing programs or tariff rules provided by electric utilities.
8. Variable operating and maintenance costs for EV charging infrastructure, including O&M costs not defined in #12 of eligible costs above, including the cost of electricity, general staff time related to business operations, and other recurring business expenses such as rent and customer service.
9. Expenses related to studies or research projects.
10. Expenses related to federal, state, or local lobbying efforts.

## **5 EV CHARGING STATION LOCATIONS**

WisDOT's first round of WEVI Program funding will fund EV charging infrastructure proposals that (1) meet all federal NEVI and WEVI Program Requirements and (2) are located on designated EV AFCs. The program will initially focus on building out AFCs to meet the NEVI Program's "fully built-out" certification requirements by filling the EV charging gaps on Wisconsin's AFCs most efficiently. EV charging station gaps and priority locations are illustrated in **Figure 5-1**.

**Figure 5-1: Wisconsin EV Charging Station Gaps and Priority Locations**



WisDOT will prioritize grant awards based on three (3) tiers of groupings: 1) projects at priority site locations within coverage zones; 2) projects not in a priority site location but still in an EV charging station gap; and 3) projects on an EV AFC not in an EV charging station gap (i.e., redundant stations along EV AFCs). A list of priority locations (interchange exits or intersections) along eligible EV AFC charging station gaps is provided in **Table 5-1**. It is estimated that 65 EV charging sites along EV AFC service corridor segments are needed to fully build-out the interstates and AFCs to meet federal NEVI Program Requirements. WisDOT’s approved

[2023 Wisconsin Electric Vehicle Charging Infrastructure Plan Update](#) provides a detailed discussion of the Department's process and methodology to identify the priority locations detailed in **Table 5-1**. For a more detailed discussion on how WisDOT will review and evaluate grant proposals, see **Proposal Review and Evaluation Process**.

**Table 5-1: Wisconsin EV Charging Station Gaps and Priority Locations**

Corridor	Evaluation Zone							
	A	B	C	D	E	F	G	H
I-39	Exit 92: Korean War Veterans Mem Hwy Exit 106: State Rt 23 Exit 113: E 2nd St	Exit 124: W Follett Dr Exit 131: County Road V Exit 136: State Rt 73	Exit 151: State Rt 54 Exit 156: McDill Ave Exit 158 A/B: U.S. Rt 10	Exit 179: State Rt 153 Exit 185: Old Hwy 51				
I-41	Exit 2 A: W National Ave Exit 1 D: State Rt 59	Exit 42 A: W North Ave Exit 43: W Burleigh St Exit 44: I-94 ALT  Exit 45: W Hampton Ave  Exit 46: W Silver Spring Dr  Exit 48: N 124th St  Exit 50 A: Main St	Exit 51 A: Pilgrim Rd Exit 52: County Line Rd Exit 57: Holy Hill Rd  Exit 64 B: State Rt 60	Exit 72: WIS-33 Exit 85: I-41 ALT Exit 97: S Hickory St  Exit 98: S Military Rd  Exit 99: US-45	Exit 101: County Rd O O Exit 113: I-41 ALT Exit 116: WI Trunk 44  Exit 117: W 9th St Rd  Exit 119: Omro Rd	Exit 131: Winneconne Ave Exit 132: Main St Exit 136: W Prospect Ave Exit 137: WIS-125 / W College Ave Exit 138: WIS-96 / W Wisconsin Ave Exit 139: W Northland Ave / WIS-15 Exit 142: WIS-47 / N Richmond St Exit 144: N Ballard Rd Exit 146: Freedom Rd Exit 148: Delanglade St	Exit 150: Hyland Ave Exit 157: Freedom Rd Exit 161: Scheuring Rd  Exit 163A: Main Ave  Exit 164: S Oneida St Exit 167: Lombardi Ave / Hazelwood Ln Exit 168A: WIS-32 / WIS-54 Exit 170: Velp Ave	
I-43	Exit 21: Geneva St Exit 25: S Lincoln St	Exit 38: North St Exit 43: S Rochester St	Exit 50: Big Bend Dr Exit 54: Racine Ave Exit 57: S Moorland Rd Exit 312 B: W Lapham Blvd Exit 7: S 60th St Exit 9: S 27th St Exit 314 A: W Howard Ave Exit 314 B: W Holt Ave Exit 312 A: W Becher St	Exit 311: W Walker St (equivalent of ~mm 70) Exit 72 E: W Winnebago St Exit 73 B: W North Ave Exit 75: W Keefe Ave Exit 76: N Green Bay Ave Exit 80: Good Hope Rd Exit 82 A: W Brown Deer Rd Exit 85: Mequon Rd Exit 92: Washington St Exit 96: State Rt 33	Exit 100: I-43 ALT Exit 120: S Business Rd	Exit 123: Washington Ave Exit 128: State Rt 42 Exit 149: U.S. Highway 151	Exit 157: Hillcrest Rd Exit 171: Depere Rd	Exit 181: Manitowoc Rd Exit 183: E Mason St Exit 187: E Shore Dr Exit 189: Atkinson Dr
I-90	Exit 3: Rose St Exit 4: US-53 / I-90 ALT  Exit 5: WIS-16 / I-90 ALT  Exit 12: County Rd C	Exit 28: I-90 ALT Exit 48: Oakwood St	Exit 55: County Rd C Exit 61: WIS-80  Exit 69: WIS-82 / Gateway Ave	Exit 79: County Rd HH Exit 87: WIS-13  Exit 89: WIS-23  Exit 92: US-12	Exit 108A: WIS-78 Exit 115: County Rd CS	Exit 131: WI-19 Exit 132: US-51  Exit 135C: High Crossing Blvd	Exit 147: County Road N Exit 160: US-51 / WIS-73  Exit 163: WIS-59  Exit 171A: WIS-26 / Milton Ave Exit 171B: US-14 / I-90 ALT / I-39 ALT Exit 175: US-14 / E Racine St	
I-94	Exit 19: I-94 ALT Exit 28: State Rt 128 Exit 41: N Broadway St Exit 45: County Rd B	Exit 59: Partridge Rd Exit 68: State Road 93 Exit 88: US Highway 10	Exit 105: WI-95 Exit 115: US-12 Exit 116: WIS-54	Exit 267: WI-26 Exit 282: Summit Ave	Exit 333: Washington Ave Exit 340: Burlington Rd Exit 344: 75th St Exit 347: 104th St			
US-141	Chicken Shack Rd WIS-22 County Rd A / W Main St	County Rd B / US-141 WIS-64 South St Henriette Ave	Van Buren Ave	US-8 Cedar St				
US-151	Exit 8: County Rd HH Exit 21: County Rd XX / US-151 Exit 26: 1st Capitol Ave	Exit 69: US-18 / Springdale St	Exit 132: WIS-33 Exit 134: E Industrial Dr Exit 135: Gateway Dr Exit 144: WIS-26 Exit 146: WIS-49 / I-41 ALT					
US-2	US-2/County Rd 27 US-2/N Bohn St	US-2/9th Ave W US-2/22nd Ave E	US-2/Maple St					

**Table 5-1: Wisconsin EV Charging Station Gaps and Priority Locations (Continued)**

	A	B	C	D	E	F	G	H	
Corridor	US-41	Exit 173: Lineville Rd Exit 176: County Rd B Exit 185: County Rd D	Exit 198: WIS-22 / Charles St Kasal Ln Exit 212: County Rd Y / US-41 / French St	Roosevelt Rd Pierce Ave / Riverside Ave					
	US-51	Exit 188: Rib Mountain Dr Exit 190: County Rd NN Exit 192: WIS-52 Exit 194: Badger Ave / County Rd K Exit 205: County Rd Q Exit 208: WIS-64	Country Club Rd Milwaukee St WIS-70 WIS-47 / 1st Ave WIS-70	Lakeview Ave Silver St					
	US-53	Exit 110: State Rd 40 Exit 118: W Main St Exit 126: County Rd I	Exit 140: South Access Rd	US-53/Oak Hill Rd (MM171 equivalent)	US-53/W Hokah St (MM195 equivalent)	US-53/E County Rd B (MM215 equivalent) US-53/50th Ave E (MM230 equivalent) US-53/22nd Ave E (MM232 equivalent)			
	US-8	US-8/Glacier Dr US-8/208th St US-8/Prosser Ave	US-8/S 3rd St US-8/E Main St	US-8/5th St US-8/N Main St	US-8/WI-27 US-8/Main St	US-8/Granberg Rd US-8/County Road A	US-8/WI-47 US-8/County Road G	US-8/WI-32	US-8/WI-101
	WI-29	Exit 69: WI-29/60th St Exit 75: A: US-53 Exit 91: WI-27	Exit 101: County Rd H Exit 108: WI-73	Exit 132: WI-13	(no Priority Locations)	Exit 185: County Rd Y Exit 195: US-45	Exit 225: WI-22 Exit 234: WI-117 WI-29/N Taylor St (MM 258 equiv.)		

## 6 NEVI PROGRAM FEDERAL REQUIREMENTS

All projects must comply with applicable FHWA regulations and the minimum requirements for projects funded under the NEVI Program. As a federally funded program, all projects must comply with all statutory and regulatory requirements that apply to funds apportioned under [Chapter 1 of Title 23, United States Code](#), and the requirements of [2 CFR part 200](#) apply. This includes the applicable requirements of 23, United States Code, and [Title 23, Code of Federal Regulations](#), such as requirements for states to adequately secure right of way agreements to ensure access to project sites for compliance purposes during the life of project grant agreements. WisDOT will incorporate all federal compliance aspects into final grant agreements with grant awardees, including, but not limited to the items referenced in this section.

### 6.1 Installation, Operation, and Maintenance Implementation Compliance

**Table 6-1: Installation, Operation, and Maintenance Implementation Compliance**

Rule Section	NEVI Final Rule Section Title	NEVI Final Rule Subsection Detail
<a href="#">§680.106</a>	Installation, Operation, and Maintenance by Qualified Technicians of Electric Vehicle Charging Infrastructure	<ul style="list-style-type: none"> <li>• <a href="#">Procurement process</a></li> <li>• <a href="#">Number of charging ports</a></li> <li>• <a href="#">Connector type</a></li> <li>• <a href="#">Power level</a></li> <li>• <a href="#">Availability</a></li> <li>• <a href="#">Payment methods</a></li> <li>• <a href="#">Equipment certification</a></li> <li>• <a href="#">Security (physical &amp; cyber)</a></li> <li>• <a href="#">Long-term stewardship</a></li> <li>• <a href="#">Qualified technician</a></li> <li>• <a href="#">Customer service</a></li> <li>• <a href="#">Customer data privacy</a></li> <li>• <a href="#">Use of program income</a></li> </ul>

## 6.2 Interoperability, Signage, Network Connectivity, and Real-Time Information

**Table 6-2: Interoperability, Signage, Network Connectivity, and Real-Time Information**

Rule Section	NEVI Final Rule Section Title	NEVI Final Rule Subsection Detail
<a href="#">§680.108</a>	Interoperability of Electric Vehicle Charging Infrastructure	<ul style="list-style-type: none"> <li>• <a href="#">Charger-to-EV Communication</a></li> <li>• <a href="#">Charger-to-Charger-Network Communication</a></li> <li>• <a href="#">Charging-Network-to-Charging-Network Communication</a></li> <li>• <a href="#">Network switching capability</a></li> </ul>
<a href="#">§680.110</a>	Traffic Control Devices or On-Premises Signs Acquired, Installed, or Operated	<ul style="list-style-type: none"> <li>• <a href="#">Manual on Uniform Traffic Control Devices for Streets and Highways</a></li> <li>• <a href="#">On-premises signs</a></li> </ul>
<a href="#">§680.114</a>	Charging Network Connectivity of Electric Vehicle Charging Infrastructure	<ul style="list-style-type: none"> <li>• <a href="#">Charger-to-charger-network communication</a></li> <li>• <a href="#">Interoperability</a></li> <li>• <a href="#">Charging-network-to-charging-network communication (see also §680.108)</a></li> <li>• <a href="#">Charging-network-to-grid communication</a></li> <li>• <a href="#">Disrupted network connectivity</a></li> </ul>
<a href="#">§680.116</a>	Information on Publicly Available Electric Vehicle Charging Infrastructure Locations, Pricing, Real-Time Availability, and Accessibility Through Mapping Proposals	<ul style="list-style-type: none"> <li>• <a href="#">Communication of price</a></li> <li>• <a href="#">Minimum uptime (definition and calculation)</a></li> <li>• <a href="#">Third-party data sharing</a></li> </ul>

## 6.3 Data Collection and Reporting

**Table 6-3: Data Collection and Reporting**

Rule Section	NEVI Final Rule Section Title	NEVI Final Rule Subsection Detail
<a href="#">§680.112</a>	Data Submittal	<ul style="list-style-type: none"> <li>• <a href="#">Quarterly data submittal</a></li> <li>• <a href="#">Annual data submittal</a></li> <li>• <a href="#">One-time data submittal</a></li> <li>• <a href="#">Community engagement outcomes report</a></li> </ul>



## 6.4 Additional Federal Statutory Requirements

**Table 6-4: Additional Federal Statutory Requirements**

Rule Section	NEVI Final Rule Section Title	NEVI Final Rule Subsection Detail
<a href="#">§680.118</a>	Other Federal Requirements	<ul style="list-style-type: none"> <li>• <a href="#">Buy America and Build America</a></li> <li>• <a href="#">Davis Bacon Federal Wage Rate</a></li> <li>• <a href="#">Americans with Disabilities Act of 1990 (ADA)</a></li> <li>• <a href="#">Title VI of the Civil Rights Act of 1964</a></li> <li>• <a href="#">Title VIII of the Civil Rights Act of 1968</a></li> <li>• <a href="#">The Uniform Relocation Assistance and Real Property Acquisition Act</a></li> <li>• <a href="#">The National Environmental Policy Act of 1969 (NEPA)</a></li> </ul>

## 7 FEDERAL JUSTICE40 INITIATIVE

Executive Order 14008 created the [Justice40 Initiative](#), which outlines a goal that a minimum of 40% of the overall benefits of certain federal investments must flow to disadvantaged communities (DACs). Under NEVI Program guidance, WisDOT will prioritize charging locations that positively impact these communities and encourages prospective proposers to consider locations in Justice40 areas – if applicable, as shown through the [Electric Vehicle Charging Justice40 Map](#). See **Proposal Review and Evaluation Process** for information on how proposals will be evaluated. For more information on the Justice40 initiative and the NEVI Program, see the [NEVI Program FAQs](#), [the USDOT Equitable Transportation Community \(ETC\) Explorer](#), and the [USDOT website](#).

Thirty percent of Wisconsin’s population lives in a rural community, and approximately 17% reside in a DAC. More specifically, 85% of Wisconsin’s AFCs are in rural communities while 9% of the state’s AFCs are in DACs. In addition, Wisconsin is home to 11 federally recognized Tribal nations. Proposers are asked to address meaningful and community focused methods of engaging and gaining information from representatives of rural and DACs, as well as Tribal nations, to ensure the equitable deployment of NEVI Program funds. See the [ArcGIS Map of Priority Site Locations](#) on WisDOT’s website to view preferred site locations for EV charging infrastructure and how they overlap these communities.

## 8 PROPOSAL PROCESS

WisDOT has designed this competitive grant process to seek turnkey proposals from eligible proposers to install, own, operate, maintain, and report on NEVI Formula Program-funded and compliant EV charging stations throughout Wisconsin under the WEVI Program. If a proposer’s submission is selected, they become a conditional grant awardee and move to the next phase of the process. Conditional grant awardees will coordinate with WisDOT through the grant award finalization process to receive all necessary approvals and clearance and execute a grant award agreement described in **Award Notification and Post-Award Processes and Procedures**. Once a conditional grant awardee meets all requirements, they may be considered a grant awardee and be awarded a grant agreement with a not-to-exceed value based on the proposer’s budget submitted during the project proposal phase.

## 8.1 Proposal Due Date:

Proposals are due no later than **April 1, 2024, by 5:00 PM (CT)**, and must be submitted through the WisDOT proposal submission mailbox at [WEVIRFPSubmission@dot.wi.gov](mailto:WEVIRFPSubmission@dot.wi.gov) with a subject line “WEVI RFP Submission”. Proposals must include all the required forms, utilizing the appropriate file naming convention outlined in the RFP Submission Packet.

## 8.2 Proposal Submission Mailbox

All proposal materials and attachments are to be submitted electronically during the open proposal period via the online submission mailbox by an eligible proposer before the proposal due date.

Proposers should adhere to the process outlined below and detailed in **Appendix A Proposal Checklist, Required Submission Materials, and Instructions**. Proposers should review all program documents available on the [Electrification of Wisconsin](#) webpage.

## 8.3 Proposal Submission Package and Requirements

Proposers must prepare a complete proposal submission package for each EV charger project site seeking funding. There is no limit to the number of proposals a single proposer can submit. A complete proposal package includes the following items, detailed in **Appendix A Proposal Checklist, Required Submission Materials, and Instructions**.

### Completeness Components

1. Designation of Confidential and Proprietary Information (DOA-3027)
2. Proposer Compliance Certification Statement
3. Preliminary Site Agreement Form

### Technical Components

4. Project Technical Compliance Information
5. Utility Coordination Form
6. Environmental Readiness Questionnaire
7. Site Plan and Design Information
8. Proposal Budget and Financial Requirements Documentation

### Narrative Components

9. Project Approach and Responsiveness Narrative
10. Project Team Qualifications
11. Additional Supporting Documentation

## 9 SUPPORTING DOCUMENTATION, PROPRIETARY INFORMATION, AND PUBLIC RECORDS

### 9.1 Proprietary Information

Any restrictions on the use of data must be clearly stated in the grant proposal itself. Proprietary information submitted in response to a proposal will be handled under applicable Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions usually are not accepted. However, when accepted, it is the proposer's responsibility to defend the determination in case of an appeal or litigation.

1. Data in a grant proposal, all documentation provided, and innovations developed due to the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of Wisconsin.
2. Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information, and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). This form is part of the WEVI Program Round 1 RFP and included in the grant proposal submission packet. Grant proposal prices cannot be held confidential.

### 9.2 Public Records Access

Wisconsin intends to maintain an open and public process in the requisition, submission, review, and approval of grant program activities. Grant proposal openings are public unless otherwise specified. Records may not be available for public inspection before issuance of the notice of selection or the execution of the grant agreement. Pursuant to §19.36 (3), Wis. Stats., all records of the grant awardees that are produced or collected under this grant agreement are subject to disclosure pursuant to a public records request. Upon receipt of notice from Wisconsin of a public records request for records produced or collected under this grant agreement, the grant awardee shall provide the requested records to the awarding agency. The grant awardee, following final payment, shall retain all records produced or collected under this grant agreement for six (6) years.

## 10 COMMUNICATION DURING PROPOSAL PROCESS

### 10.1 Programmatic and Technical Questions

With the release of this RFP, WisDOT encourages proposers to submit questions about the WEVI Program and this RFP by emailing [transportationelectrification@dot.wi.gov](mailto:transportationelectrification@dot.wi.gov). To ensure that RFP questions are answered, include the subject line "WEVI Round 1 RFP Comment." Programmatic and technical questions will be answered during an open question and answer (Q&A) period; questions will be answered in two FAQ postings from WisDOT following the milestones in **Table 2-1**. WisDOT will post the Q&A responses on the [Electrification of Wisconsin](#) website for public review.

## 10.2 Informational Public Webinar

WisDOT will host an informational webinar about the WEVI Program and the RFP as shown in **Table 2-1**. WisDOT will review the WEVI Program during the webinar, guide proposers through the RFP process, and answer program and technical questions. Please visit the [Electrification of Wisconsin](#) website for updated information on the WEVI Program Round 1 RFP.

## 10.3 Proposal Submission Confirmation

Following the successful proposal submission through the WisDOT proposal submission mailbox, proposers will receive an email response from WisDOT staff to the individual listed as the primary point of contact in the proposal, confirming receipt of the proposal.

# 11 PROPOSAL REVIEW AND EVALUATION PROCESS

The evaluation process consists of three areas of proposal evaluation: (1) Mandatory Minimum Requirements, (2) Core Components, and (3) Additional Considerations. Proposals will then be scored and ranked.

## 11.1 Step 1: Mandatory Federal and State Requirements

Proposers must complete a checklist affirming that the project and site will comply with requirements set forth by [23 CFR 680](#), applicable federal laws and terms and conditions of [PRO-504](#). If the proposer cannot certify compliance with the mandatory minimum requirements, the proposal will not be considered beyond this step.

WisDOT will determine if the proposal demonstrates that the project will meet the minimum requirements of [23 CFR 680](#) and applicable federal laws including, but not limited to, Davis Bacon, ADA, Buy America, and Build America:

1. Proposers will receive a checklist to affirm meeting applicable federal laws. The checklist will include a narrative section for proposers to outline any discrepancies in meeting requirements.
2. If the requirements are unmet or the narrative explanation is insufficient, the proposal will not move on to step 2.

If the proposal sufficiently demonstrates that the mandatory minimum requirements can be met, the proposal will move on to step 2.

## 11.2 Step 2: Scored Components

WisDOT will utilize a selection panel consisting of WisDOT staff to review proposals. The panel will include staff from different divisions within WisDOT.

Each proposal will be assessed on a scale of 1-10 with equal weighting based on the following four (4) core evaluation category components:

1. Cost Proposal
2. Site Location
3. Justice40 and Community Engagement

4. Site Amenities

**Table 11-1: Scored Components**

Category	Total Possible Points	Points	Scoring Criteria
Cost Proposal (included in a templated budget form)	25	10	Overall cost - broken down into EV charging gap evaluation zones (10) <ul style="list-style-type: none"> <li>Scale between target areas (ex. highest cost receives 0 points, lowest receives 10 points)</li> </ul>
		10	Cost per port (10) <ul style="list-style-type: none"> <li>Scale between target areas (ex. highest cost per port receives 0 points, lowest receives 10 points)</li> </ul>
		5	Proposal exceeds 20% match (up to 5 points) <ul style="list-style-type: none"> <li>20% (0)</li> <li>21-25% (1)</li> <li>26-30% (2)</li> <li>31-35% (3)</li> <li>35-40% (4)</li> <li>&gt;40% (5)</li> </ul>
Site Location	25	25	Priority site location, within identified groupings in EV charging gaps
		15	Non-priority site location, but within identified groupings
		0	Site location is not a priority site location and not located within an identified grouping
Justice 40 and Community Engagement	25	5	Labor/workforce or economic development considerations
		10	Site location benefits or located in a disadvantaged community (DAC)/Tribal community
		10	Plans for public engagement
Priority Amenities	25	5 = Amenity at site 2 = Plans for Development 0 = Not Available	<ul style="list-style-type: none"> <li>24/7 bathroom accessibility</li> <li>Food/beverage availability</li> <li>Sufficient lighting covering the EVSE</li> <li>Business hours of site is 24/7 (2 points if open for 18+ hours)</li> <li>Pull-through space</li> </ul>

**11.3 Step 3: Additional Considerations**

If multiple grant proposals in a given coverage area tie or are close in score following step 2, WisDOT may determine funding based on additional considerations. In the event it is needed, WisDOT will utilize a best-value evaluation process to consider any of the following other components in the proposal when making final funding determinations:

1. Long-term stewardship plans.
2. Safety – physical security and cybersecurity.
3. Project team experience and qualifications.
4. Approach for workforce development (not an eligible reimbursable project expense).

5. Impact of the site on economic development in the surrounding area.
6. Inclusion of additional direct-current fast charger (DCFC) ports (beyond the minimum required four) that are North American charging standard (NACS) compatible.
7. Inclusion of additional amenities – including but not limited to:
  - o Overhead canopy
  - o 24/7 customer service/staff availability
  - o Micro mobility access (not an eligible expense under the program)
  - o Free Wi-Fi access
  - o Outdoor seating amenities: picnic tables/bench
  - o Walking paths/animal-accessible green space
  - o Availability of public transportation
  - o Availability of on-site entertainment
  - o Additional sites/power output than mandatory requirements (could affect cost)
8. Inclusion of future level 1/level 2 chargers (if applicable) and pre-existing charging infrastructure.
9. Proposals that may help WisDOT minimize the number of NEVI stations needed to meet federal fully built-out requirements.
10. Proposals that may help WisDOT maximize the equidistant spacing of NEVI stations to meet federal fully built-out requirements.

## 12 GRANT AWARD NOTIFICATION

### 12.1 Notification of Proposal Selection

After completing the proposal review and scoring process, WisDOT will notify proposers via email of selected projects, designating proposers as conditional grant awardees. Proposers who have been conditionally awarded funding will receive a formal email notification from WisDOT. Conditional grant awards do not represent the final allocation of funds. Conditional grant awardees must await official notices from WisDOT before incurring any expenses that may be eligible for reimbursement.

Reimbursement eligibility is contingent on adherence to the processes detailed below and formal execution of the final grant award agreement with WisDOT. The conditional grant award notification will provide specific guidance regarding the finalization of the grant award which includes a comprehensive explanation of the steps to complete the process, as outlined in the **Post-Award Processes and Procedures** section of this RFP.

### 12.2 Public Release of List of Selected Proposals

After individual notice of proposal selection, WisDOT will publish, on its WEVI website, a list of all selected proposals and project sites.

## 13 POST-GRANT AWARD PROCESSES AND PROCEDURES

Conditional grant awardees will coordinate with WisDOT to finalize and execute the grant award agreements after selection. After completing a grant agreement, grant awardees will continue to work with WisDOT through the post-selection process. The post-selection process will include the following series of phases:

## 13.1 Environmental Clearance and Authorization

Conditional grant awardees will work with WisDOT to complete the required forms to secure NEPA clearance and achieve authorization from FHWA. Following approval from FHWA, conditional grant awardees will be cleared to execute a final grant award agreement.

## 13.2 Pre-Construction

Grant awardees will provide WisDOT with the final site design during the pre-construction phase. WisDOT will review the project's final design and provide any necessary requests for revisions, and once all requirements are satisfied, WisDOT will issue final design approval.

## 13.3 Construction

The project construction phase will include procuring project services and equipment, followed by the construction of the project site. After completion of all construction at the project site, WisDOT will review the project site for federal and WEVI Program compliance and issue formal project acceptance.

## 13.4 Operations, Maintenance, and Reporting

The O&M period of the project will begin following project acceptance and the EVSE equipment becoming operational and open to the public. The project will begin a five (5) year O&M period of usage and data collection. During the O&M period, the grant awardee will report data as outlined in the NEVI final rule ([§ 680.112 Data Submittal](#)).

## 13.5 Project Close Out

Following the successful completion of the grant awardee's five (5) year O&M period, WisDOT will work with grant awardees to close out the project, issue final reimbursement(s), and submit final reporting and close-out documents as required by the NEVI and WEVI Programs.

## 13.6 Reimbursement Process

During the tenure of the project period, grant awardees will be permitted to submit reimbursement requests for eligible project costs incurred. Eligible costs must be included in the grant awardee's approved project budget submitted at the proposal stage. Reimbursement requests may be submitted no more than every 90 days and no less than every six (6) months. Grant awardees must submit proof of payment to suppliers and vendors and remain compliant with all aspects of [23 CFR 680](#) throughout the project's life to be eligible for reimbursement.

# 14 DISCLAIMER AND RESERVATION OF RIGHTS

## 14.1 Disclaimer

This document does not commit WisDOT to agree, nor does it obligate WisDOT to pay for any costs incurred in preparing or submitting proposal(s) or in anticipation of an agreement. By submitting a proposal, a proposer disclaims any right to be paid for such costs.

In no event is WisDOT to be bound by, or liable for, any obligations concerning the costs anticipated in a proposal until such time (if at all) as the grant agreement, in form and substance satisfactory to WisDOT, has

been executed and authorized by WisDOT and approved by all required authorities and then, only to the extent outlined in the executed grant agreement.

## **14.2 Reservation of Rights**

WisDOT, as the administrator of the WEVI Program and NEVI Formula funding, retains the following rights at its discretion:

1. To adjust the number of anticipated grant awards, either increasing or decreasing them.
2. To cancel a grant award at any point before issuing the final grant award agreement without incurring any liability if a proposer/conditional grant awardee is deemed in non-performance or non-compliance.
3. To gather or obtain data from any relevant source that can enhance the understanding and evaluation of the proposals.
4. To waive weaknesses, discrepancies, informalities, omissions, or minor irregularities found in a proposal and to request and receive clarifications regarding the proposal.
5. To grant funds to a different proposer if the initially awarded proposer is unable or unwilling to complete the site and achieve commissioned status.
6. To reject any or all proposals that do not follow the guidelines of the grant proposal packet.
7. To modify the RFP process or issue a new RFP in case of a change in state or federal law or other program guidance changes.



# APPENDIX A

## Proposal Checklist, Required Submission Materials, and Instructions

Appendix A will consist of the following forms with a release date of January 12, 2024. See **Table 2-1** for more information on the program schedule.

Proposers must prepare a complete proposal submission package for each EV charger project site seeking funding. There is no limit to the number of proposals a single proposer can submit. A complete proposal package consists of the following required proposal items, as further detailed below.

Proposal Submission Materials:

### Completeness Components

1. Designation of Confidential and Proprietary Information (DOA-3027)
2. Proposer Compliance Certification Statement
3. Preliminary Site Agreement Form

### Technical Components

4. Project Technical Compliance Information
5. Utility Coordination Form
6. Environmental Readiness Questionnaire
7. Site Plan and Design Information
8. Proposal Budget and Financial Requirements Documentation

### Narrative Components

9. Project Approach and Responsiveness Narrative
10. Project Team Qualifications
11. Additional Supporting Documentation

# APPENDIX B

## Standard Terms and Conditions

Outlined on the following pages in Appendix B are the standard terms and conditions that will apply to contracts awarded through this RFP. These terms and conditions may be applicable with the structure of the program.

## Standard Terms and Conditions (Request for Bids / Proposals)

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.
- Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.
- Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.
- A good faith dispute creates an exception to prompt payment.
- 12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.
- The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.
- 13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written

contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

- 15.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.
- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 19.1** Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance

regarding this clause are available from the contracting state agency.

- 19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 19.4** Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.
- 19.5** Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.
- 20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:
- 23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
- 23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property

damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

- 23.3** The state reserves the right to require higher or lower limits where warranted.
- 24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- 25.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 26.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.
- 27.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.
- 27.1** Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.
- 27.2** Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information, and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.
- 28.0 DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or

a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

- 29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.
- 30.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.
- 32.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.
- 33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
- 34.0 WORK CENTER PROGRAM:** The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.

**35.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

# APPENDIX C

## Acronyms and Definitions

<b>Abbreviation / Acronym</b>	<b>Definition</b>
<b>23 CFR 680</b>	National Electric Vehicle Infrastructure Standards and Requirements
<b>AFC</b>	Alternative Fuel Corridor
<b>ADA</b>	Americans with Disabilities Act
<b>BIL</b>	Bipartisan Infrastructure Law
<b>CCS</b>	Combined Charging System
<b>CFR</b>	Code of Federal Regulations
<b>DAC</b>	Disadvantaged Community
<b>DCFC</b>	Direct-Current Fast Charger
<b>DER</b>	Distributed Energy Resources
<b>EV</b>	Electric Vehicle
<b>EVSE</b>	Electric Vehicle Supply Equipment
<b>FHWA</b>	Federal Highway Administration
<b>FFY</b>	Federal Fiscal Year
<b>NACS</b>	North American Charging Standard
<b>NEPA</b>	National Environmental Policy Act
<b>NEVI</b>	National Electric Vehicle Infrastructure Program
<b>NoA</b>	Notice of Acceptance
<b>NoC</b>	Notice of Completion
<b>NoS</b>	Notice of Selection
<b>NTP</b>	Notice to Proceed
<b>O&amp;M</b>	Operations and Maintenance
<b>Q&amp;A</b>	Question and Answer
<b>RFP</b>	Request for Proposal
<b>USDOT</b>	United States Department of Transportation
<b>WEVI</b>	Wisconsin Electric Vehicle Infrastructure
<b>WisDOT</b>	Wisconsin Department of Transportation