



## REQUEST FOR PROPOSAL

# Kentucky's Electric Vehicle Charging Program

## Kentucky Transportation Cabinet

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Comments Due: January 27, 2023

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# Request for Proposal

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# 1. INTRODUCTION

The Kentucky Transportation Cabinet (KYTC) has issued this Draft Request for Proposal (Draft RFP) to solicit feedback from qualified entities (Potential Proposers) who intend to respond to the Final RFP for the Electric Vehicle (EV) Charging Program. The Final RFP will solicit Proposals for the planning, deployment, operation, and maintenance of Direct Current Fast Charging (DCFC) Electric Vehicle Supply Equipment Stations (EVSE Stations) throughout the Commonwealth of Kentucky (Commonwealth) at locations (Sites) across the Commonwealth. This Draft RFP and its contents are subject to change prior to the issuance of the Final RFP. More information about the purpose of the Draft RFP can be found in **Section 2.3**.

The Final RFP will outline the process by which Proposers can submit Proposals for one or more EVSE Projects (Projects) at proposed sites (Candidate Sites). KYTC will then evaluate the Proposals based on established evaluation criteria, and award grants to select Proposers (Preferred Proposers) for select Sites. To receive grant funds, Preferred Proposers will need to execute a Project Agreement (PA) with KYTC and agree to PA Terms and Conditions in relation to a particular Project. As per the PA Terms and Conditions (See **Section 3.1**), Preferred Proposers agree to serve as private-sector partners (Developers) for a Project located at a Site and will be expected to carry out Site acquisition, design, purchase, construction, installation of hardware and software, operations, and maintenance (O&M), and reporting services for a given Project. KYTC will not develop, own, operate, or maintain Projects.

KYTC will accept and evaluate Proposals for individual Candidate Sites in a Corridor-Group identified by KYTC and award one or more Sites in each Corridor-Group (see **Section 1.3**). While KYTC may elect to make no awards for Candidate Sites within a Corridor-Group, it is anticipated that KYTC will award grants to multiple Proposers, and thus select multiple Developers to build out the Commonwealth's electric vehicle (EV) network. KYTC reserves the right to make awards according to a timeline to be determined by KYTC. However, KYTC's goal is to make awards according to the Selection Process Schedule provided in **Section 2.2**, subject to the availability of funds. KYTC may also issue additional RFPs to ensure that the Commonwealth's EV network is built out in an optimal, cost-effective manner.

All Proposers must comply with terms, conditions, and requirements set forth by this RFP during this selection process. Note that definitions of Key Terms can be found in **Section 7**.

## 1.1. KYTC GOALS

The Commonwealth's EV infrastructure goals are to develop:

1. A corridor-based EV charging system that supports interstate and regional travel;
2. A local EV ecosystem that serves Kentucky's communities and travelers;
3. A comprehensive system that supports transportation choices for all of Kentucky's residents;
4. An interconnected, reliable, and resilient vehicle fueling system that can adapt to changes in market conditions and transportation technologies; and
5. A transportation system that reduces tailpipe emissions and promotes clean air in Kentucky.

KYTC's goals specific to this RFP are to:

1. Attract multiple Proposers with proven knowledge and experience;
2. Minimize KYTC staff time during design, construction, and operations of the EV network while still enabling KYTC to have robust oversight to guarantee performance;
3. Execute the EV network build-out per the objectives of the National Electric Vehicle Infrastructure Formula Program (NEVI Formula Program), NEVI Formula Program Requirements (NEVI Requirements) and other requirements set forth by KYTC pursuant to the laws of the Commonwealth; and

4. Select Projects, and Preferred Proposers, that are likely to remain viable beyond the five-year funding period offered by NEVI Formula Program.

## 1.2. PROGRAM BACKGROUND AND PURPOSE

The Infrastructure Investment and Jobs Act (IIJA), enacted November 15, 2021, established the NEVI Formula Program. The NEVI Formula Program provides \$5 billion to states to strategically deploy 500,000 EV chargers by 2030, through an interconnected network to facilitate data collection, access, and reliability. The Federal Highway Administration (FHWA) Fact Sheet for the NEVI Formula Program can be found here: [NEVI Fact Sheet](#).

The Joint Office of Energy and Transportation (Joint Office) was created through the IIJA to provide expertise and support on programs that seek to deploy a network of EV charging infrastructure. The Joint Office main website can be found here: [Joint Office](#). More information about NEVI Requirements as issued by FHWA and/or the Joint Office can be found in **Section 3.5.1**.

The Commonwealth will receive \$69.5 million in NEVI Formula Program funding between 2022-2026. With the required 20% non-federal match, which KYTC anticipates will be covered by private sector participation, the total funding available for the Commonwealth’s EV network build-out is approximately \$87 million. Of these funds, \$25 million are currently available to assist with the expansion of EV charging infrastructure on the Commonwealth’s primary interstates and parkways, or Alternative Fuel Corridors (AFCs) as described in Kentucky’s Electric Vehicle Infrastructure Deployment Plan ([Plan](#)). The AFCs provide for travel within, to, and through the Commonwealth, including: I-65 and I-75, which runs north-south through the center of the Commonwealth; I-24, which runs through western Kentucky; and I-64, which runs east-west through the northern part of the Commonwealth. The parkways cover other essential areas of the Commonwealth, providing enhanced connectivity to rural areas.

The Plan, which was approved by the Joint Office on September 14, 2022, envisions a phased approach to create a reliable, accessible, convenient, and affordable EV charging network that supports transportation choices, energy diversification, economic development, and environmental sustainability for all Kentuckians. This RFP focuses on Phase 1 and Phase 2 of the Plan aimed at achieving build-out on the AFCs. Once EV chargers have been installed as per NEVI Requirements along the AFCs and approved as “built-out” by FHWA, the Commonwealth can expand the network further to other high priority EV corridors as part of Phases 3 and 4. Thus, KYTC’s receipt of additional funding beyond the first \$25 million is contingent upon KYTC’s compliance with NEVI Requirements by achieving full-built out on Commonwealth AFCs. KYTC has not yet determined how the Commonwealth will implement Phases 3 and 4. The graphic below demonstrates the 80/20 split.

**Figure 1: Kentucky’s Electric Vehicle Infrastructure Deployment Plan**

Fiscal Year	2022	2023	2024	2025	2026	Totals
EV Infrastructure Plan Elements	Phase 1: Primary Interstates (~\$17M)		Phase 3: Other Priority Highways (\$TBD)			
	Phase 2: Parkway/Other Freeways (~\$23M)			Phase 4: Community/Park Chargers (\$TBD)		
	P1 & P2 Combined (~\$40M)					
Federal Funds	\$10.3	\$14.8	\$14.8	\$14.8	\$14.8	\$69.5
Non-Federal Funds	\$2.6	\$3.7	\$3.7	\$3.7	\$3.7	\$17.4
Total Funds	\$12.9	\$18.5	\$18.5	\$18.5	\$18.5	\$86.9

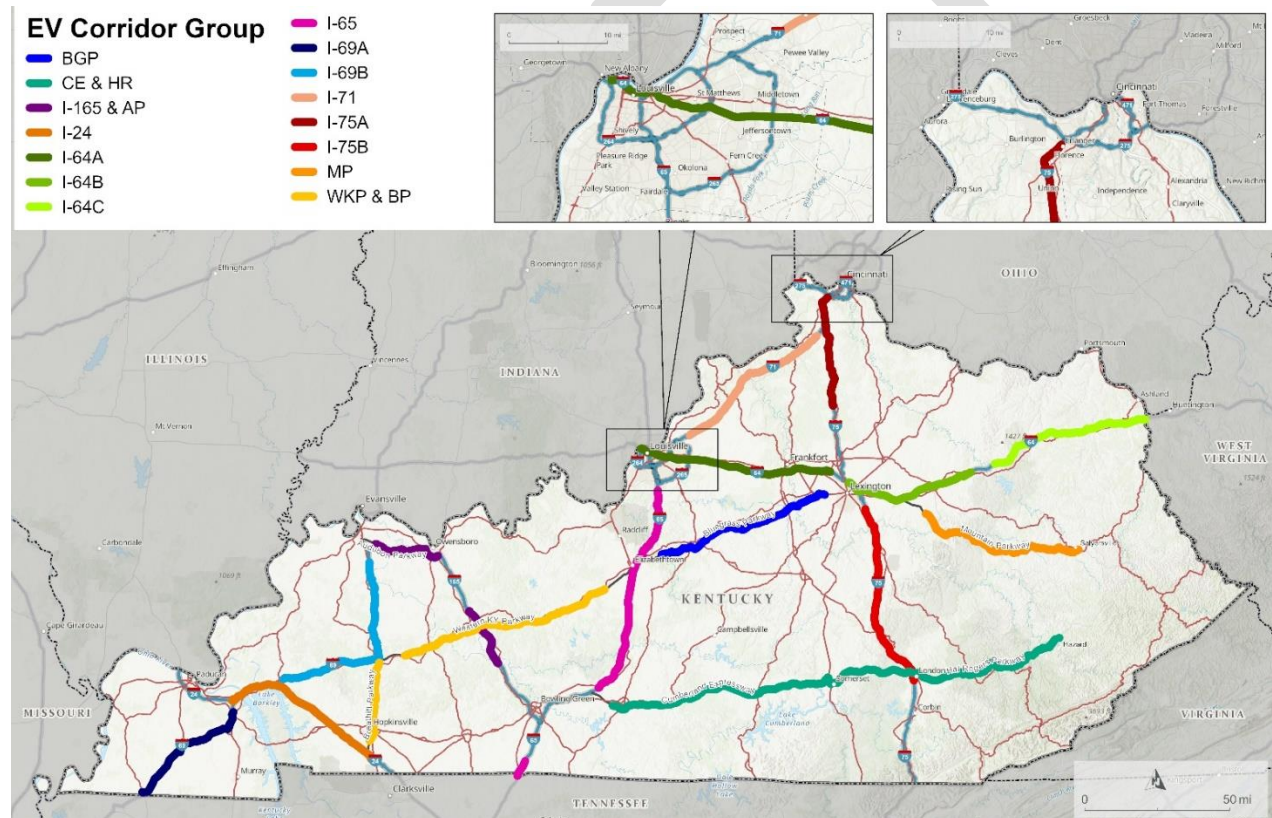
*All Numbers in Millions*

### 1.3. CORRIDOR-GROUP AND SITE DESCRIPTIONS

For the purposes of this RFP, KYTC has identified various Corridor-Groups, and interchanges or segments within Corridor-Groups, where Candidate Sites may be located. As described in **Section 5**, Proposers are asked to submit Proposals for one or more Candidate Sites within a Corridor-Group.

Below is a high-level map (**Figure 2**) of the Corridor-Groups along with a table providing details for each. A more detailed map of the Corridor-Groups is provided in **Attachment 1**. Below, **Figure 2** and **Table 1** lists the AFCs, Corridor-Groups, and the interchanges (exit numbers) that comprise an individual Corridor-Group. The “Notes” column in the table provides guidance on KYTC’s preferences for Site locations within an individual Corridor-Group.

**Figure 2: Potential Corridor Groups**



**Table 1: Corridor-Groups**

Alternative Fuel Corridors (AFC)	Corridor-Group (C-G) Name	Interchanges (Exit No.) or AFC Segments	Notes
<b>I-24</b>	<b>I-24</b>	<b>Exits:</b> 25, 27, 31, 40, 45, 56, 65, 73, 86	Candidate Sites in the Corridor-Group should take into consideration the presence of NEVI compliant stations at Exit 4 in Paducah, KY and Exit 4 in Clarksville, TN. Candidate Sites that serve both I-24 and I-69 (i.e., where they overlap) could be beneficial for supporting network build-out on both AFCs.
<b>I-69 / Purchase Pkwy (Future I-69)</b>	<b>I-69A</b>	<b>Exits:</b> 1, 2, 14, 21, 22, 24, 25, 27, 41, 43, 47	Candidate Sites in the Corridor-Group should facilitate the efficient build-out of the I-69 AFC by providing efficient spacing to the TN state line.
	<b>I-69B</b>	<b>Exits:</b> 71, 79, 81, 92, 108, 111, 114, 116, 120, 125, 134, 140	Candidate Sites should facilitate the efficient build-out of the I-69 AFC by providing efficient spacing between the Candidate Site and the current north end of the I-69 AFC at the Audubon Pkwy.
<b>Western KY Pkwy &amp; Breathitt Pkwy</b>	<b>WKP &amp; BP</b>	<b>WKP Exits:</b> 48, 53, 58, 75, 94, 107, 112, 124 <b>BP Exits:</b> 5, 6, 7, 8, 9, 11, 23, 33	Candidate Sites on the Western Kentucky Pkwy should take into consideration the distance to the ends of the Western Kentucky Pkwy AFC at I-69 and I-65. Candidate Sites at any of the identified interchanges on the Breathitt Pkwy could facilitate build-out of that AFC.
<b>I-165 &amp; Audubon Pkwy / US 60</b>	<b>I-165 &amp; AP</b>	<b>I-165 Exits:</b> 26, 27, 33, 47 <b>Audubon Exits:</b> 5, 10, 18, 24 <b>US 60 Exits:</b> 10, 11, 12, 14, 16	Candidate Sites at any the identified interchanges could facilitate build-out of the Audubon Pkwy AFC or the I-165 AFC.
<b>I-65</b>	<b>I-65</b>	<b>Exits:</b> 2, 6, 48, 53, 58, 65, 71, 76, 81, 86, 91, 94, 102, 105, 112, 114, 116, 117, 121	Candidate Sites in this Corridor-Group should take into consideration the presence of NEVI compliant stations at Exit 28 in Bowling Green, KY and at Exit 4 in Clarksville, IN.
<b>Bluegrass Parkway, US 60, KY 4, KY 922</b>	<b>BGP</b>	<b>Exits:</b> 10, 21, 25, 34, 42, 48, 59, 68, 72, US 60 (Versailles Rd) from MP 11.25 in Woodford Co. to MP 1.5 in Scott Co. (3.4 miles)	Portions of this Corridor-Group are not limited access and distances cannot be measured to end of a ramp. Candidate Sites should be within a 1-mile driving distance of the AFC.



Alternative Fuel Corridors (AFC)	Corridor-Group (C-G) Name	Interchanges (Exit No.) or AFC Segments	Notes
<b>I-64</b>	<b>I-64A</b>	<b>Exits:</b> 3, 4, 8, 10, 15, 17, 28, 32, 35, 43, 48, 53, 58, 65, 69	Candidate Sites in this Corridor-Group should facilitate the efficient build-out of I-64 by providing efficient spacing to the IN state line.
	<b>I-64B</b>	<b>I-75 Exits:</b> 113, 115 <b>I-64 Exits:</b> 87, 94, 96, 101, 110, 113, 121, 123	Candidate Sites that serve both I-64 and I-75 could be beneficial for supporting network build-out of both AFCs.
	<b>I-64C</b>	<b>I-64 Exits:</b> 133, 137, 156, 161, 172, 179, 181, 185, 191	Candidate Sites in this Corridor-Group should facilitate the efficient build-out of the I-64 AFC by providing efficient spacing to the WV state line.
<b>I-75</b>	<b>I-75A</b>	<b>Exits:</b> 144, 154, 156, 159, 166, 171, 175, 178, 180, 181, 182, 184	Candidate Sites in this Corridor-Group could facilitate the efficient build-out of I-75 by being 25 miles or less from the Ohio Border and <50 miles from the NEVI compliant station on I-75 at Exit 126 in Georgetown, KY. Candidate Sites that serve both I-75 and I-71 could be beneficial for supporting network build-out on both AFCs.
	<b>I-75B</b>	<b>Exits:</b> 38, 41, 49, 59, 62, 76, 77, 83, 87, 90, 95, 97, 99, 104	Candidate Sites in this Corridor-Group should facilitate build-out of I-75 given that there are NEVI compliant stations at Exit 126 in Georgetown, KY and Exit 11 in Williamsburg, KY.
<b>I-71</b>	<b>I-71</b>	<b>Exits:</b> 14, 17, 18, 22, 28, 34, 43, 44, 55, 57, 62, 72	Candidate Sites in the Corridor-Group should facilitate the build-out of I-71 by providing efficient spacing between I-64 in Louisville and I-75 in Northern KY.
<b>Mountain Parkway</b>	<b>MP</b>	<b>Exits:</b> 10, 16, 18, 22, 33, 40, 42, 53, 57, 60, 70, 72, 75, and the intersection with US 460	Candidate Sites in this Corridor-Group should facilitate the efficient build-out of the Mountain Pkwy by providing less than 50-mile spacing to either end of the parkway.
<b>Cumberland &amp; Hal Rogers Parkways</b>	<b>CE &amp; HR</b>	<b>CE Exits:</b> 8, 11, 14, 15, 27, 29, 46, 49, 62, 70, 78, 86, 88 <b>US 27:</b> Cumberland Expwy to Hal Rogers Pkwy (KY 80) <b>Hal Rogers Pkwy (KY 80 and KY 9006):</b> US 27 to Hazard (Exit 59 at KY 15)	Portions of this Corridor-Group are not limited access and distances cannot be measured to end of a ramp. Candidate Sites should be within a 1-mile driving distance of the AFC. Potential sites in this Corridor-Group should facilitate efficient AFC build-out by considering the distance to the west end of the Cumberland Expressway or the east end of the Hal Rogers Parkway.

See **Attachment 1** for a detailed map of Corridor-Groups in the Commonwealth.

KYTC desires to build-out the AFC network in the Commonwealth in the most efficient manner possible. To accomplish that objective, all else being equal, Proposers are encouraged to propose Candidate Sites that take into consideration the following principles:

1. Candidate Sites that serve multiple AFCs are beneficial for achieving build-out on more than one AFC. This includes Candidate Sites in areas where AFCs are concurrent such as I-71 and I-75 in Northern Kentucky. It also includes Candidate Sites located near the intersection of two AFCs such as in London, KY where the Hal Rogers Parkway crosses I-75. Candidate Sites must always be within 1 mile of both such AFCs for it to be considered as serving both AFCs.
2. Candidate Sites are needed on each AFC within 50 miles of existing NEVI-compliant charging stations (NEVI stations) on the same AFC. This includes NEVI-compliant stations within Kentucky as well as those in adjacent states, but near the Kentucky border and on the same AFC. An example of a NEVI-compliant station within the Commonwealth is the station on I-24 at Exit 4 in Paducah, KY. An example of a NEVI-compliant station in an adjacent state is the station on I-65 at Exit 4 in Clarksville, IN.
3. Candidate Sites should not be too close to existing NEVI-compliant stations to stretch the range between stations. A minimum distance used in the planning phase was 20 miles, with larger distances being more beneficial.
4. Candidate Sites are needed within 25 miles of state borders where there is not a NEVI-compliant charger already located within 25 miles on the other side of the Kentucky state line. It is often beneficial to be near the upper end of that distance range (i.e., nearer to the 25-mile mark) to support AFC build-out within the Commonwealth. I-64 at the West Virginia border is an example of a state border without a NEVI-compliant station.
5. Candidate Sites near an AFC terminus should be no more than 50 miles from the AFC terminus. This applies to AFCs that end when they intersect another AFC (e.g., at the western terminus of Bluegrass Parkway at I-65) or AFC endpoints that do not connect to another currently designated AFC (e.g., the eastern end of the Hal Rogers Parkway in Hazard). If the entire AFC length is less than 100 miles then it is sometimes possible to build-out the entire AFC with one EVSE Station located near the middle of the corridor.
6. Candidate Site selection should consider the entire network of AFCs and KYTC's objective of efficiently building out the EV network. Proposers may submit multiple Candidate Sites that would work together to contribute to the efficient build-out of Kentucky's AFC network.

In addition, to the above principles, proposed Candidate Sites should conform to NEVI guidance with regard to distance from an AFC (i.e., all sites should be within 1 mile of a designated AFC).

#### 1.4. PROGRAM SPONSOR AND STAKEHOLDERS

The Plan was developed by KYTC in close coordination with Kentucky's Energy and Environment Cabinet (EEC). The agencies established a Steering Committee that included the Public Service Commission (PSC) and FHWA to provide oversight and direction for the Plan. Public outreach was central to the development of the Plan. KYTC has been holding regular stakeholder meetings, events, and presentations since February 2022. KYTC issued a Request for Information (RFI) on August 24, 2022, to potential EV industry partners and stakeholders to solicit input on the Plan. KYTC offered all RFI Respondents the opportunity to meet one-on-one to further explore feedback from the market. The feedback received in stakeholder engagements, RFI responses, and subsequent discussions have informed KYTC's Plan implementation strategy reflected in this RFP.

## 1.5. UTILITY INFORMATION AND COORDINATION

### 1.5.1. UTILITIES IN KENTUCKY

The Commonwealth is served by fifty-nine (59) different electric utilities which operate in different parts of the Commonwealth. This includes five (5) investor-owned utilities (IOUs), twenty-four (24) rural electric cooperatives, and thirty (30) municipal utilities. ([https://psc.ky.gov/agencies/psc/images/electric\\_service\\_areas\\_wall\\_map.pdf](https://psc.ky.gov/agencies/psc/images/electric_service_areas_wall_map.pdf)). Each Site along designated AFCs that could potentially host EVSE Stations is served by one of the types of utilities outlined above.

To comply with NEVI Requirements, EVSE Stations are expected to have a new connected electrical load of at least 600 kilowatts (kW), which will require a new utility interconnection in most if not all cases. Over the last year KYTC has met with many of these utilities from across the Commonwealth to discuss the NEVI Formula Program. These utilities have indicated strong support for the Commonwealth's implementation of the Plan and indicated that they would generally be willing to provide the necessary interconnections in most locations, given sufficient lead time. Most interchanges along Kentucky's AFCs already have three-phase power available, but existing transformers may not have sufficient capacity to serve the EVSE load. As such, it is expected that some Candidate Sites will require upgrades to the utility's distribution system to be able to deliver the necessary power – for example a new or additional transformer and associated equipment. Site Hosts or EVSE owners will be required to pay the cost of these upgrades, if necessary, which could vary significantly by location even within the same Corridor-Group. In addition, current lead times for new transformers can approach twelve (12) months, potentially putting the utility interconnection on the critical path for station completion at many Candidate Sites.

As noted below, all Proposers are required to coordinate with the local utility to determine the cost and schedule for utility interconnection at their proposed Candidate Sites, prior to submitting a Proposal in response to this RFP. Proposals with insufficient information about expected utility interconnection costs and schedule for the proposed EVSE Station may be rejected as Non-Responsive.

### 1.5.2. REQUIRED UTILITY INTERACTIONS

All Proposers are encouraged to identify and contact the electric utility which serves their proposed Candidate Site(s) as soon as possible, to ensure that the required interconnection information can be included in their Proposal(s) and that accurate cost estimates can be included in the Financial Proposal. See **Attachment 2** for:

- ▶ Utility Identification Information
- ▶ Utility Contact Table
- ▶ Utility Interconnection Request Form

The Utility Identification Information provides information that can be used to determine which utility serves a specific Candidate Site anywhere in the Commonwealth. To determine which utility serves a specific address, proposers can use one of two interactive web-based Geographic Information System (GIS) tools: [Kentucky Electric Service Areas \(KY DGI\)](#) or [Kentucky Electric Service Areas \(BRADD\)](#). Both web browsers offer address search functions, allowing the user to type in the address (number, street, city, zip code) in a search box on the upper right of the screen ("Find address or place"). The map view will then zoom to that location. For the KY DGI map the electric utility serving that site can be determined based on the map color at the location, using the legend along the left-hand axis of the map or by clicking on the map and clicking the ► at the top of the dialogue box to move to the second data record, which lists the electric utility serving the point clicked. The user can hover the cursor over the site on the BRADD map and it will identify the electric utility service provider. Additional information and instructions are provided in the Utility Identification Information sheet in **Attachment 2**.

The Utility Contact Table in **Attachment 2** lists the name and email address of a representative from each electric utility in the Commonwealth that has been designated by the utility to receive initial utility interconnection requests from Site Hosts or Proposers, in relation to Candidate Sites proposed in response to this RFP. After identifying the utility that serves each Candidate Site, Proposers should use this list to identify the correct contact for submitting an interconnection request.

The EVSE Interconnection Request Form in **Attachment 2** includes fields for the minimum information that utilities will require for each Candidate Site, to assess interconnection requirements and schedule. Proposers should fill out and submit this form to the listed contact at the electric utility which serves the Candidate Site. A separate form is required for each Candidate Site; requests for multiple Candidate Sites cannot be combined on a single form.

Some utilities may require Proposers to submit additional information, or to fill out additional forms, but use of the Utility Interconnection Request Form – with all requested data elements completed - will allow all utilities to start the process.

Some utilities may request to meet with a representative of the Proposer, Site Host and/or their electrical contractor at the Candidate Site to confirm project details. All utilities will need to conduct engineering reviews and preliminary design activities. The expected time frame for utilities to complete these activities and to provide information to the requestor on utility interconnection cost and schedule is estimated to range from one to four weeks, but can take longer depending on the utility and location, as well as the volume of requests a particular utility might receive. All Proposers are encouraged to submit complete interconnection requests to the appropriate utility(s) as soon as possible.

### 1.5.3. ELECTRIC RATES DISCUSSION

EVSE Stations in Kentucky will generally be subject to General Service Commercial Electricity tariffs which include both energy charges (\$/kWh used) and monthly demand charges (\$/kW monthly peak demand). Proposers are encouraged to confirm with the serving utility the details of the specific tariff that will apply to each Candidate Site, to understand how monthly energy and demand charges will affect overall EVSE Station operating and maintenance costs.

Rural electric cooperatives and municipal utilities that purchase power from the Tennessee Valley Authority (TVA) have the option to adopt a TVA Wholesale EV rate, which would allow them to develop and offer to developers of public EVSE a corresponding retail EV electric rate. Four utilities have already adopted this TVA Wholesale EV rate, including the Warren Rural Electric Cooperative Corporation, and the municipal utilities in Murray, Franklin, and Bowling Green. The TVA wholesale EV rate has energy charges only (\$/kWh delivered) and no demand charges. While the wholesale – and corresponding retail – energy charges are higher than under typical Kentucky General Service Commercial tariffs the removal of demand charges could make these rates attractive for Proposers who intend to submit Proposals for Candidate Sites in rural areas. Proposers are encouraged to inquire about the availability of such rates from the municipal utilities and rural cooperatives that serve their proposed Candidate Sites. For sites served by utilities that do not purchase power from the TVA, EVSE specific rates without demand charges are currently not available. However, the Kentucky Public Service Commission has already begun an investigation to determine whether such rates should be made available in the future to promote greater electrification of the transportation sector (Case no. 2022-00369). This investigation is expected to be completed no later than November 2023.

## 2. OVERVIEW AND SCHEDULE

### 2.1. METHODOLOGY

As described in **Section 1.3**, KYTC has identified fifteen (15) discrete Corridor-Groups along Kentucky’s AFCs as shown in **Attachment 1** and **Table 1** above where EVSE Stations may be installed to achieve build-out in accordance with NEVI Requirements.

Proposers shall propose at least one Candidate Site located within a Corridor-Group. Proposers may propose more than one Candidate Site for each Corridor-Group, multiple Candidate Sites in multiple Corridor-Groups, or no Candidate Sites in a Corridor-Group. KYTC intends to award one Site per Corridor-Group. KYTC may award more than one of Candidate Sites to the same Proposer if KYTC determines that the resultant award provides the best value and alignment with the goals of the Plan. KYTC may also award a sub-set of the Candidate Sites proposed by a Proposer.

KYTC intends to award Proposals that demonstrate a Proposer’s intent to design, install, operate, and maintain EVSE Stations at a Site pursuant to the requirements of this RFP, the Plan, and existing and future NEVI Requirements. See **Section 3** for more details as to these requirements. KYTC will evaluate and award Projects located at specific Sites to Proposers in accordance with the process described in **Section 6**. Proposers shall prepare Proposals in accordance with **Section 5**.

### 2.2. SELECTION PROCESS SCHEDULE

The Selection Process Schedule is provided in **Table 2**. Note that these dates are subject to change.

**Table 2: Selection Process Schedule**

Activity	Date
RFP Draft Release	01/04/2023
Draft RFP Comments Due	01/27/2023
Final RFP Release	02/10/2023
Networking Event	02/21/2023
Questions Due	02/24/2023
Proposals Due	03/17/2023
Notice of Intent to Award	04/14/2023
Project Agreement Execution	06/14/2023

## 2.3. DRAFT RFP COMMENTS AND FINAL RFP QUESTIONS

The Final RFP is currently anticipated to be released on February 10, 2023. Potential Proposers and other EV stakeholders will be offered the opportunity to formally submit comments before the release of a Final RFP.

The purpose of this Draft RFP comment period is to (1) solicit feedback from Potential Proposers on the selection method and process, and (2) allow Potential Proposers to begin the process of coordinating with relevant stakeholders such as utilities, Site Hosts, EVSE suppliers, local contractors, etc.

Potential Proposers who wish to submit comments should only provide one response per entity, and should not provide Proposals or marketing materials as part of their responses. Potential Proposers should also refrain from asking questions that relate specifically to their respective Proposals. Rather, they should instead focus on reviewing the Draft RFP and providing detailed comments to specific sections.

Comments must be submitted using the Draft RFP Comment Form in **Attachment 3**. In accordance with the form, comments must address a specific section of the Draft RFP. Comments shall be submitted to [EVPlan@ky.gov](mailto:EVPlan@ky.gov).

KYTC will evaluate comments and make any necessary changes upon release of the Final RFP. KYTC will not respond directly to comments, nor will comments be posted publicly. Submitting comments is not a requirement for the RFP, nor are comments required for a Proposal to be eligible for award. KYTC will not consider comments as part of a Proposal submission or evaluate comments as part of the RFP evaluation.

After the Final RFP is released, Proposers will have an opportunity to formally submit questions and inquiries. Instructions on submitting questions, inquiries, and Proposals will be forthcoming in the release of the final RFP. Proposals are due on March 17, 2023 (Proposal Due Date), as indicated in **Section 2.2**.

Questions and answers will be posted publicly on the [KYTC EV planning website](#) approximately two weeks after questions are due. Organization and contact information of question submitters will be kept anonymous and will not be made public.

## 2.4. NETWORKING EVENT

KYTC will prepare and facilitate an event focused on networking opportunities for Proposers and other EV stakeholders to connect. KYTC is particularly interested in facilitating and attracting Disadvantaged Business Enterprise (DBE) participation through this event, which is currently anticipated to take place on February 21, 2023. KYTC will provide more details in advance of the event, which is anticipated to be conducted virtually via Microsoft Teams.

## 2.5. AWARD BASIS

Proposals will be evaluated and awarded according to a two-part evaluation process: (1) Pass/fail Responsiveness, and (2) Score based on various specific criteria. More details about evaluation criteria and scoring can be found in **Section 6**. As stated above, Proposals will be evaluated against others in the same Corridor-Group; KYTC intends to award one Site per Corridor-Group.

## 2.6. PROPOSAL DEADLINE; ADDENDA

Proposals may be submitted before the Proposal Due Date by 5:00 pm Eastern Standard Time/4:00 pm Central Standard Time, as detailed in **Table 2**. Proposers may submit revisions and updates to their Proposal before and up to the Proposal Due Date in the form of a new complete Proposal package. Proposals and revisions must be submitted in accordance with submission guidelines. Proposals and revisions will not be accepted after the Proposal Due Date.

Proposals shall be valid for a period of 180 days after the Proposal Due Date. No Proposer may withdraw its Proposal within the 180-day period, unless notified by KYTC that (a) no PA for the relevant Corridor-Group will be executed by KYTC pursuant to the RFP; or (b) KYTC does not intend to enter into a PA with the Proposer. Any Proposer may elect, in its sole discretion, to extend the validity of its Proposal beyond the time periods set forth above. If the Preferred Proposer withdraws a Proposal, or if the Preferred Proposer is not able to meet the conditions precedent requirements in **Section 3.2**, KYTC will select the next best Candidate Site for the Corridor-Group.

Any significant changes to the RFP or the Selection Process Schedule will be posted as an Addendum to the [KYTC EV Planning website](#) and an email announcement will be sent out. Proposers must acknowledge they have reviewed all issued changes as part of the certifications in **Attachment 7**.

## 3. GENERAL TERMS, CONDITIONS, REQUIREMENTS AND EVSE SPECIFICATIONS

### 3.1. PROJECT AGREEMENT TERMS AND CONDITIONS

The PA Term Sheet (Heads of Terms) are provided in **Attachment 4**. These terms and conditions are subject to change and will be revised for the Final RFP.

### 3.2. CONDITIONS PRECEDENT TO PROJECT AGREEMENT EXECUTION

Prior to execution of a PA between KYTC and the Preferred Proposer, the following conditions precedent shall be met by the Developer, within ninety (90) days of award. If these conditions are not met, KYTC reserves the right to reject the Candidate Site and select the next best Candidate Site for the Corridor-Group:

1. Site Control: Agreement in place between Preferred Proposer and Site Host which shall allow broad and unfettered access to Developer to develop, construct, operate, and maintain the Project, and also provide for Preferred Proposer's access to the Site prior to KYTC environmental review such that KYTC and its agents have the right to enter the property and visually examine the property and grounds, to complete environmental reviews (see below) necessary to comply with the National Environmental Policy Act (NEPA);
2. Project Confirmation: Project definition and Site design parameters and/or proposed optional features are agreed between KYTC and Preferred Proposer;
3. Utility Agreement: Agreement in place with the Proposed Proposer and the appropriate utility to provide adequate power service to the Site within the timelines put forth in the Implementation Schedule as part of the Technical Proposal (See **Section 5.3**). If the timeline outlined in the Utility Agreement indicates a completion date more than sixty (60) days beyond the completion date provided in the Implementation Schedule, KYTC reserves the right to reject the Candidate Site and select the next best Candidate Site for the Corridor-Group;

4. Environmental Review: Environmental review conducted by KYTC at KYTC's expense, in compliance with the NEPA. The anticipated duration for the NEPA review is sixty (60) days. If KYTC determines NEPA review will take longer than sixty (60) days and would result in an undue cost to KYTC or an impact to the environment, KYTC reserves the right to reject the Candidate Site and select the next best Candidate Site for the Corridor-Group;
5. NEVI Requirement Compliance: Final Project designs/plans submitted by the Preferred Proposer comply with NEVI Requirements;
6. Demonstration of Preferred Proposer's capability to comply with Buy America requirements as set forth by U.S. federal government; and
7. Certificate of compliance with insurance requirements (details on insurance requirements are provided below).

### 3.3. INSURANCE

On or before the date on which a PA is executed, Developer shall procure insurance at the minimum levels referenced in the PA. This insurance shall be provided by a reputable insurance provider and maintained during the term of the PA, unless otherwise specified. It is the responsibility of Developer to provide evidence of its insurance policies and defined limits prior to the PA execution. At a minimum, workers' compensation, commercial general liability, and umbrella liability insurance certificates indicating compliance with the requirements set forth below shall be provided to KYTC before a PA can be executed.

#### 3.3.1. WORKERS' COMPENSATION INSURANCE

Developer shall provide and maintain workers' compensation insurance in compliance with the workers' compensation laws of the Commonwealth, and any other applicable workers' compensation or disability laws.

#### 3.3.2. COMMERCIAL GENERAL LIABILITY INSURANCE

For each Site, Developer shall provide and maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate. Such policies shall be written on an occurrence form and include all coverage necessary or advisable for the business of Developer, including, without limitation, contractual liability.

#### 3.3.3. UMBRELLA LIABILITY

For each Site, Umbrella coverage in excess of the underlying liability policies in an amount not less than \$1,000,000 per occurrence / \$1,000,000 aggregate. The policy shall provide such supplemental coverage to all other policies (and extensions thereof) of Developer.

#### 3.3.4. KYTC RIGHTS

Should any of the above-described insurance policies be cancelled, non-renewed, or be reduced in coverage or limits before the expiration date, Developer shall provide KYTC advance notice of a policy cancellation on the project promptly after Developer becomes aware of any such event. Prior to PA execution, Developer shall request that all policies include a provision that KYTC be notified of any policy cancellation. If such provision is not able to be achieved, Developer shall notify KYTC in advance of PA execution.



### 3.4. BONDING

Prior to execution of a PA, Preferred Proposer shall obtain payment and performance bonds, acceptable in form and substance to KYTC, for each Site. The amount of the payment and performance bonds is anticipated to be 100% of the capital cost of the Project. If either payment bonds or performance bonds are unavailable, Preferred Proposer may deliver to KYTC a clean, irrevocable letter of credit ([Letter of Credit](#)) established in KYTC's favor in the amount equal to 100% of the capital cost of the Project, issued by a federally insured banking or lending institution (i.e., insured by the FDIC) with a retail banking branch located within the Commonwealth of Kentucky reasonably acceptable to KYTC and in form and substance reasonably acceptable to KYTC.

### 3.5. EVSE SPECIFICATIONS

#### 3.5.1. NEVI REQUIREMENTS

Projects implemented by a Developer are subject to minimum standards and requirements as required by the NEVI Formula Program and included in the PA. Such minimum standards and requirements are contained in the [NEVI Formula Program Guidance](#) issued on February 10, 2022, the [NEVI Formula Program Notice of Proposed Rulemaking](#) (NPRM) issued on June 22, 2022, and the [NEVI Formula Program Questions and Answers](#) as updated on September 14, 2022 (collectively, NEVI Requirements). Until finalized, these rules and guidelines are subject to change. Proposers are required to stay abreast of updates to NPRM, or any supplement rules that apply to the NEVI Formula Program, as Projects must comply with current NEVI Requirements at any given time during the development and operations phases.

The NEVI Requirements included in the NEVI Program Guidance and NPRM address the topics set forth below; however, this list is not exhaustive of all NEVI Requirements, including the applicability of federal statutes and regulations such as title 23, U.S. Code.

- ▶ Installation, operation, and maintenance by qualified technicians of EV infrastructure.
  - Include at least four (4) DCFC ports for each Site capable of providing at least 150 kW of power per port simultaneously
  - Maintain continuous operations and perform preventative maintenance and by qualified technicians
- ▶ Interoperability of EV charging infrastructure.
- ▶ Traffic control devices and on-premises signs acquired, installed, or operated.
- ▶ Data requested related to a Project funded under the NEVI Formula Program, including the format and schedule for the submission of such data.
  - Report quarterly and annually on EVSE operations
- ▶ Network connectivity of EV charging infrastructure.
- ▶ Information on publicly available EV charging infrastructure locations, pricing, real-time availability, and accessibility through mapping applications.
  - Provide customer service support
  - Manage the collection of payments for each EVSE
- ▶ Other federal requirements
  - Buy America

### 3.5.2. SUPPLEMENTS TO NEVI REQUIREMENTS

In addition to NEVI Requirements, Projects are subject to the following technical requirements as set forth by KYTC:

- ▶ Output Voltage Range - All charging ports shall be capable of output voltages over at least the entire range of 300-900 VDC.
- ▶ Output Current Range - All charging ports shall be capable of output currents up to at least 350 ADC.
- ▶ Output Current Limit - The output current may be limited below 350 ADC based on the output voltage as long as the output power can reach the 150-kW minimum required level.
- ▶ Operating Temperature Range - EVSE shall be capable of operating at full power over an ambient temperature range of -10° to 120° Fahrenheit.
- ▶ Emergency Stop - All charging ports must be equipped with an emergency stop (E-Stop) button that will remove power from the charging port when operated.

## 4. COMPENSATION AND COST ELIGIBILITY

### 4.1. PAYMENTS (FOR CAPITAL AND OPERATIONAL COST REIMBURSEMENT)

During the Design and Construction Period, KYTC will pay capital costs to the Developer upon Project completion and acceptance of certain milestones (Capital Milestone Payments), as detailed in **Table 3**.

During the Operational Period, after Final Completion, KYTC will pay the Developer on a recurrent basis, as described in **Section 4.3**.

The total maximum payments for the eligible capital expenditures (CapEx) and operational expenditures (OpEx) of the Project is based on the Proposer's Financial Proposal, as detailed in **Attachment 5**.

**Table 3: Capital Milestone Payments**

Milestone	Payment
Executed Purchase Order from EVSE manufacturer(s)	10%
Commissioning completed	30%
Final Completion	40%
Capital payments (withheld) during Operational Period	20%- Paid monthly in equal parts during Operational Period

During the Operational Period, following Final Completion of a Project, KYTC shall pay the Developer in equal monthly increments to cover the approved annual costs included in the Developer's Financial Proposal.

In addition, KYTC will withhold 20% of eligible capital expenses and distribute these payments during the Operational Period to help ensure compliance with the EVSE Specifications.

## 4.2. INVOICING

### 4.2.1. CAPITAL MILESTONES INVOICING

All eligible costs, as detailed in **Section 4.4.1**, to procure equipment, construct the facility, provide utility connectivity to the Site, product warranties, etc. are reimbursable using federal funds for up to 80% of the eligible costs. Capital milestone payments will only be made upon completion of the milestones as defined in **Table 3**. KYTC will agree with Developer on the appropriate documentation required to trigger release of Capital Milestone Payments.

### 4.3. OPERATIONAL PERIOD INVOICING

KYTC shall pay the Developer upon receipt of valid monthly invoices and Final Completion of the Project, subject to the following:

- a. O&M costs for the five-year period following Final Completion are eligible for reimbursement for up to the 80% of the eligible costs, as detailed in **Section 4.4**;
- b. Developer shall provide valid monthly invoices with actual costs for work related to EVSE O&M;
- c. For each year following Final Completion, KYTC will reimburse the Developer for the actual costs of O&M, up to the annual costs provided in the Financial Proposal (**Attachment 5**), for up to 80% of the eligible costs; and
- d. KYTC may elect to terminate operational payments if annual average EVSE Utilization (rolling 12-month average) meets or exceeds 50% for an individual Project.

To be considered a valid invoice, invoices must include the following information, without error:

- a. Developer name and address;
- b. Remittance address;
- c. Federal Employer Identification Number (FEIN) number, social security number, as appropriate;
- d. Invoice period (i.e., time period during which services covered by invoice were performed);
- e. Invoice date;
- f. Invoice number;
- g. KYTC assigned grant administration/project number;
- h. Goods or services provided;
- i. Amount due; and
- j. Any additional documentation required by regulation or the PA.

### 4.3.1. LIQUIDATED DAMAGES INVOICING

Liquidated Damages (LDs) may be applied to invoices during the Operational Period, as described in **Section 4.5** and KYTC may deduct the sum of LDs from any monies due or that may become due to the Developer under the PA, or if such monies are insufficient, the Developer or sureties thereof shall pay to KYTC any deficiency within thirty (30) calendar days.

## 4.4. PROJECT REIMBURSEMENT/COST ELIGIBILITY

### 4.4.1. ELIGIBLE EXPENSES

Applicants should refer to the [NEVI Formula Program Q&A](#) (pages 5 through 8) regarding eligible expenses. As stated in this document:

“All construction costs for NEVI Formula Program projects, as defined under 23 U.S.C. 101(a)(4), are eligible so long as they are directly related to the charging of an electric vehicle (EV). These costs must be allowable, allocable, and reasonable in accordance with 2 CFR part 200. To be considered directly related to the charging of vehicles, the item must be a necessary component in the EV charging station, be a necessary component to connect the EV charging station to the electricity source (or to supply power from the electricity source), provide eligible signage to direct EVs to the charging station, or provide information to EV users about use of the charging stations.”

and

“The following operating costs are eligible although only for up to five years after the charging station is commissioned:

- ▶ Charging equipment lease fees, in the case that an EV charging station operator opts to lease rather than purchase charging equipment.
- ▶ Cellular network fees, internet service fees, or other similar fees necessary to provide communications between EV charging stations and charging network providers.
- ▶ Hardware and software maintenance and repair costs, including service agreements with third party contractors and charging equipment manufacturers or warrantors.
- ▶ Other operating costs that are necessary and directly related to the charging of vehicles.
- ▶ After five years, operating costs are no longer eligible reimbursements under the NEVI Formula Program.”

Supplemental Eligibility Information – CapEx:

- ▶ EVSE
- ▶ Utility Costs:
  - Proposers must coordinate with electric utility prior to submission to determine cost and schedule for utility interconnection (See **Section 1.5**);
  - It is expected that many locations will require upgrade to utility distribution infrastructure to provide necessary power and that the cost of required upgrades will be charged to the project developer. This cost should be included as part of the Technical Proposal using the form provided (**Attachment 2**) and in the Financial Proposal (**Attachment 5**);
  - KYTC will not include in Capital Cost reimbursement milestone payments any utility interconnection costs not identified in the Financial Proposal.

Supplemental Eligibility Information – OpEx:

- ▶ Demand Costs: Must coordinate with utility prior to submission to determine tariff rate for power consumed during charging.

## 4.5. LIQUIDATED DAMAGES

LDs may be assessed against payments during the Operational Period for failure of Developer to comply with (1) EVSE Requirements related to up-time, and (2) Reporting requirements included in the PA Terms and Conditions, which align with, and will facilitate KYTC's compliance with, NEVI Requirements for reporting. Total annual LDs shall be capped at no greater than 20% of the maximum annual O&M payments in accordance with the terms of the PA.

### 4.5.1. LIQUIDATED DAMAGES RELATED TO EVSE UP-TIME

If in any month the average annual up-time (rolling 12-month average) for a charging port drops below the 97% threshold established as part of the NEVI Requirements, KYTC will assess LDs against the next monthly O&M payment. Damages are not assessed as a penalty, but as a reasonable estimate of and substitute for the damages sustained, which are recognized as incapable of precise measurement. For every one percent (1%) that the average annual uptime falls below 97% for the month, KYTC will assess LDs of \$75 per port. For example, if two ports achieve >97% up time, but one port achieves 96% and one achieves 93%, total LDs for the month would be \$375 ((1 x \$75) + (4 x \$75) = \$375). For this calculation actual annual average up time (12-month rolling average) for each port will be rounded up or down to the nearest whole percentage value.

LDs related to EVSE up-time will be calculated in accordance with the formula included in the NEVI Program Guidance, including exclusion from the calculation of outage hours not under the control of the Developer for reasons such as electric utility service interruptions, internet or cellular service interruptions, or outages caused by vehicles.

### 4.5.2. LIQUIDATED DAMAGES RELATED TO NEVI REPORTING REQUIREMENTS

If Developer fails to timely and comprehensively meet the quarterly and annual reporting requirements related to operations and use of EVSE Stations that are included in the PA per NEVI Requirements, KYTC will impose LDs of \$25 per day for every day past the obligated due date until KYTC receives a complete report with all required data elements. These LDs will be assessed against the next monthly invoice submitted after the due date of the quarterly or annual report.

## 5. PROPOSAL INSTRUCTIONS

### 5.1. PROPOSAL ORGANIZATION AND DELIVERY

Please note that Proposal delivery instructions are subject to change upon the release of the Final RFP. Proposers must submit all Proposal material by the Proposal Due Date of 5:00pm Eastern Standard Time/4:00pm Central Standard Time by the date specified in **Section 2.2**. All Proposal materials are to be organized and submitted as three (3) separate files in searchable Adobe PDF format, as follows:

- ▶ Administrative Proposal
- ▶ Technical Proposal
- ▶ Financial Proposal

If proposing for more than one Candidate Site, Proposers should submit an additional Technical Proposal and Financial Proposal for each Candidate Site. For example, if a Proposer wishes to submit for three (3) Candidate Sites, the Proposer should submit three (3) separate Technical Proposals and three (3) separate Financial Proposals corresponding to each Candidate Site. Only one (1) Administrative Proposal is required per Proposer regardless of the amount of Candidate Sites being proposed for. If proposing for more than

one Candidate Site in the same Corridor-Group, please number the Proposals [Proposal No.] in the file names, as shown below.

More detailed information about the contents of each Proposal section can be found later in this section.

File names must be submitted using the following format:

- ▶ [Proposer Name]\_Admin\_Proposal\_KY\_EV\_RFP.pdf
- ▶ [Proposer Name]\_[Corridor-Group]\_[Proposal No.]\_Tech\_Proposal\_KY\_EV\_RFP.pdf
- ▶ [Proposer Name]\_[Corridor-Group]\_[Proposal No.]\_Financial\_Proposal\_KY\_EV\_RFP.pdf

Please note there is 25MB limit on emails received by KYTC. If larger files need to be transferred, please send an email in advance of the Proposal Due Date to coordinate the file transfer.

KYTC does not anticipate considering any Proposals submitted after the Proposal Due Date. Proposals may not be revised or amended after the Proposal Due Date unless permitted in writing to do so by KYTC.

Further instructions on where to submit Proposals will be forthcoming in the release of the final RFP.

## 5.2. ADMINISTRATIVE PROPOSAL

The Administrative Proposal shall include a completed and signed version of the following:

1. Signature Page (See **Attachment 6**)
2. Proposer Certifications (See **Attachment 7**)
3. Proposer Information (See **Attachment 8**)

## 5.3. TECHNICAL PROPOSAL

The Proposer shall provide in the Technical Proposal an explanation and description of the information described in this section and complete the forms provided in the RFP Attachments as indicated below:

### 1. Proposer Qualifications and Capabilities

#### ▶ Proposer Organization and Management:

Describe the Proposer's organizational structure and Project management approach, including an organizational chart identifying the Key Staff and their organizational placement and responsibilities.

Identify Project partners, subcontractors, suppliers, as well as any parent company, headquarters, regional offices, and subsidiaries of the Proposer.

Includes information regarding anticipated changes to the Project management organization across Project phases.

#### ▶ Key Staff with Resumes:

List Key Staff and provide resumes for Key Staff who should ideally have at least five (5) years of demonstrable experience and a bachelor's degree from an accredited college or university appropriate to their discipline and role. The Project Manager will be considered Key Staff.

▶ Proposer Experience:

Provide a narrative on the Proposer's relevant experience, including:

- Number of years providing similar services;
- The number of clients/customers and geographic locations that the Proposer currently serves; and
- Kentucky relevant experience.

▶ Applicable Project References

Provide references (at least three (3) preferred), including the following information:

- General information;
- Cost;
- Description of EVSE used; and
- Reference (contact) information.

▶ Financial Capability: Provide a commonly accepted method to prove the Proposer's fiscal integrity. If available, the Proposer should include financial statements, preferably a Profit and Loss Statement and a Balance Sheet, for the last two (2) years (independently audited preferred).

In addition, the Proposer may supplement its response to this section by including one or more of the following with its response:

- Dun & Bradstreet Rating;
- Standard and Poor's Rating;
- Lines of credit;
- Evidence of a successful financial track record; and
- Evidence of adequate working capital.

## 2. General Work Plan

▶ Approach to Performing Services

The Proposer is to thoroughly describe their proposed Candidate Site, Project, EVSE solution, any other third-party hardware and software, overall service approach, network connectivity, data flows, data storage and reporting capacity to meet the Project requirements.

▶ Procurement, Design, and Construction

Provide a narrative description, flowcharts, and exhibits to demonstrate how the Proposer will meet the EVSE Specifications set forth in the applicable sections of this RFP.

Provide a narrative that describes how the Proposer plans to coordinate with the local utility to implement necessary utility upgrades and achieve grid interconnection.

Provide anticipated lead times for EVSE and approaches to mitigate potential supply chain issues. If available, provide evidence of the Proposer's ability to secure EVSE according to the lead times provided.

▶ Approach to O&M

Provide a narrative description of their approach to O&M to meet the relevant requirements provided in **Section 3**.

Provide a narrative description of how the Project will ensure a quality experience for the customer/end-user, including ongoing customer service, affordable rates, high-speed charging, Site safety and security, and Site amenities.

▶ Approach to Pricing

Describe proposed rate structure and methodology (e.g., additional cost at peak times, discounts, etc.) that the Proposer will employ for charge customers for use of EVSE at a Candidate Site, as well as the methods of accepted customer payment, billing practices, and service fees.

▶ Approach to Data Interface

Describe proposed application software, operating systems, database/file management programs, database schema, report generators and utilities (for achieving, backup, restore, etc.) that will be used to meet PA requirements.

▶ Implementation Schedule

Provide a proposed Implementation Schedule. This schedule should include:

- A summary level Project schedule;
- The Project's critical path and detailed key milestones
- Include elements related to necessary utility service upgrades
- Activities and interdependences that enable the achievement of key milestones;
- Anticipated durations for the proposed detailed activities and phases.

3. Candidate Site/Project Information (completed form provided in **Attachment 9**)

- ▶ Site information
- ▶ Site Host information
- ▶ Site commercial structure
- ▶ Permit status
- ▶ Utility upgrade information
- ▶ Site amenities
- ▶ Site access
- ▶ Site details
- ▶ Site schematic
- ▶ Site Host signature (indicating willingness to work with Proposer on the Project)

4. EVSE Information (see **Attachment 10**)

- ▶ EVSE Vendor Information
- ▶ EVSE Specifications Compliance



## 5. Future-proofing Design Information (Optional)

Provide details on any elements included in the Project design specifically to “future-proof” the Candidate Site for expansion or increased charging rates to accommodate demand growth and/or future technology developments. Note that such elements are considered optional and not required. If provided such elements must be costed separately, as discussed in **Section 5.4** below.

### 5.4. FINANCIAL PROPOSAL

The Proposer shall provide in the Financial Proposal the information requested in the subsections below.

#### 1. Financial Proposal Narrative

The Financial Proposal shall also include a one-page narrative. The Financial Proposal Narrative should describe the major cost drivers and components for construction, operations, and maintenance. The Proposer should note and explain any major assumptions that affect the basis and narrative of the proposed cost.

#### 2. Cost Information and Subsidy Request (**Attachment 5**)

- ▶ Utility Costs
- ▶ Total Project Cost
  - Pre-construction and construction
  - O&M (Annual, years 1-5)

- ▶ Total Subsidy Requested
  - Pre-construction and construction
  - O&M (Annual, Years 1-5)

The Proposer must provide funding for at least 20% of the Total Project Costs related to an individual Project. Costs shall reflect five years of EVSE O&M after KYTC accepts the construction / installation of the Project.

- ▶ Cost for Future-Proofing Optional Design

If the Proposer opts to provide future-proofing design information as described in **Section 5.3** above, the Proposer is asked to specify the cost of this optional design layout as requested in **Attachment 5**.

## 6. EVALUATION AND SELECTION PROCESS

### 6.1. EVALUATION PROCESS OVERVIEW

The Evaluation Committee will conduct the evaluation as described in **Section 6.2** through **Section 6.6**, rank the Proposals, and make award recommendations to KYTC.

Upon receipt, the Administrative Proposals, Technical Proposals, and the Financial Proposals will first be reviewed for Responsiveness on a pass/fail basis. To be considered “Responsive”, Proposals must: (a) comply with the RFP instructions regarding organization, content, and format and (b) satisfy certain Minimum Acceptance Criteria (i.e., pass/fail criteria) as described in **Section 6.2**. KYTC reserves the right to disregard or waive irregularities, omissions, non-conformities, and discrepancies.

KYTC may allow a Proposer to cure missing documentation and/or incomplete information. Otherwise, Proposals with missing documentation will be considered “Non-Responsive.” Proposals determined to be Non-Responsive may be excluded from further consideration, and the Proposer will be so advised. KYTC may also exclude from consideration any Proposer whose Proposal contains a material misrepresentation of facts presented, such as Proposer experience, qualifications, certifications, financial information, etc.

Each Technical Proposal and each Financial Proposal will be reviewed, evaluated, and scored according to the criteria provided in **Table 4** and **Table 6** below. Each Technical Proposal may be awarded additional points if it complies with the criteria described in **Table 5**.

Upon completion of the Technical Proposal and Financial Proposal evaluations and scoring, the Total Proposal Score for each Proposal in each Corridor-Group will be calculated as described in **Section 6.5**.

The Proposal with the highest score in each Corridor-Group will be considered the Preferred Proposer within a specific Corridor-Group, subject to KYTC’s discretion to make final awards as described in **Section 6.5**. The process will be repeated for all Corridor-Groups.

## 6.2. RESPONSIVENESS AND PASS/FAIL EVALUATION

### 6.2.1. ADMINISTRATIVE PROPOSAL PASS/FAIL CRITERIA

The Administrative Proposal must pass the following criteria:

- ▶ Administrative Proposal includes completed forms and provides all information required by **Section 5.2**;
- ▶ Administrative Proposal includes all certifications required to be compliant with **Attachment 7**;
- ▶ The responses to **Attachment 7** in the Administrative Proposal are provided and responses that do not indicate an affirmative response offer a suitable explanation the acceptance of which will be at the sole discretion of KYTC;
- ▶ The Proposer is not debarred or suspended from submitting bids or appears on the Federal List of Excluded Parties Listing System;
- ▶ The Proposer has not defaulted, has had a contract terminated for cause by KYTC or the Commonwealth, has either agreed not to bid or has had debarment proceedings initiated against the Proposer’s company;
- ▶ KYTC has not identified evidence of collusion; and
- ▶ No other omission, error, or act that, in the judgment of KYTC, renders the Proposal nonresponsive.

### 6.2.2. TECHNICAL PROPOSAL PASS/FAIL CRITERIA

The Technical Proposal must pass the following criteria:

- ▶ The Technical Proposal includes completed forms and provides all information required by **Section 5.3**.

### 6.2.3. FINANCIAL PROPOSAL PASS/FAIL CRITERIA

The Financial Proposal must pass the following criteria:

- ▶ The Financial Proposal includes completed forms and provides all information, including narrative, required by **Section 5.4**.

### 6.3. TECHNICAL PROPOSAL EVALUATION

The Technical Proposals will be qualitatively evaluated based on the criteria described in **Table 4** below and will be scored according to each of the criteria, up to the maximum allowable points for each of the criteria. Guidelines that KYTC will use to determine the number of points allocated to a Proposal are provided in **Section 8**.

**Table 4: Technical Proposal Points**

Scoring Category	Scoring Criteria	Maximum Points
Experience, qualifications, and technical approach	Proposer experience and qualifications	100
	General approach to project implementation	100
	Site design and layout, including ADA compliance	100
	Site readiness, power availability, and coordination with local utilities	100
	Approach to operations and maintenance, including workforce training	100
	Approach to reliability and resiliency	50
	Approach to contract management and reporting	50
Proposed user experience	User interface and customer service during operational period	50
	End-user pricing model	50
	Charging speed	50
	Safety and security	50
	Complementary services and amenities at site	50
Equity and rural considerations	Use of local labor	50
	Use of DBE firms	50
	Economic impact on rural and/or disadvantaged communities	50
Site location	EV network build-out optimization	200
<b>Total</b>		<b>1,200</b>

Additional points will be awarded for Proposals that include the criteria described in **Table 5** below. The totality of points included in **Table 5** will be awarded to Proposals for each of the criteria deemed to be fulfilled.

**Table 5: Technical Proposal Additional Points**

Scoring Category	Scoring Criteria	Additional Points
Site considerations	Site is located within Justice40 area	50
Experience, qualifications, and technical approach	Proposer has submitted a Proposal for [2] additional sites	20
	Proposer has submitted a Proposal for [4] additional sites	20
	Site design includes futureproofing concept	50
	At least one EV charging port at the station allows for a vehicle with a trailer to pull through and not have to back up when charging is complete	20
Proposed user experience	Charging capacity is greater than 300 kW for at least one port	20
	Charging capacity is greater than 300 kW for all ports	40
<b>Total</b>		<b>200</b>

#### 6.4. FINANCIAL PROPOSAL EVALUATION

The Proposal with the lowest total requested subsidy in each of the Corridor-Groups will receive the maximum points as detailed in Table 6 below. For each of the Corridor-Groups, the remaining Proposals will receive points in proportion to the lowest proposed total subsidy, as detailed in this section.

**Table 6: Financial Proposal Points**

Scoring Category	Scoring Criteria	Maximum Points
Subsidy	Proposed total subsidy	600
<b>Total</b>		<b>600</b>

For each Financial Proposal, the score will be calculated as follows:

- ▶ Financial Proposal subsidy points = (Lowest subsidy amount / Proposal subsidy amount) \* 600

## 6.5. DETERMINATION OF PREFERRED PROPOSER

The determination of the Preferred Proposer will be determined for each Corridor-Group. All Proposals considered “Responsive” and responsible Proposers that submit a site within a specific Corridor-Group will be considered. The Proposer with the highest Candidate Site Score within the specific Corridor-Group will be selected as the Preferred Proposer for that Corridor-Group. Each Corridor-Group will be scored in a similar manner.

For each Proposal, the Proposer’s score will be calculated as follows:

Total Proposal Score = Technical Proposal Score + Financial Proposal Score

**Table 7: Total Available Points**

Scoring Category	Available Points
Technical Proposal	1,200
Technical Proposal Additional Points	200
Financial Proposal	600
<b>Total</b>	<b>2,000</b>

Responses to this RFP will not be opened publicly.

Subsequent to identification of a Preferred Proposer for a Corridor-Group, KYTC will notify the applicable Preferred Proposer of the selection and proceed to negotiate a PA for the applicable Project, subject to the conditions precedent outlined in **Section 3.2**.

If a particular entity is identified as Preferred Proposer for more than one Corridor-Group, KYTC may elect to enter into a single PA with such entity covering multiple Projects/Sites. KYTC does not intend to negotiate material terms set forth in the RFP; rather, the negotiation should be largely administrative in nature to include information specific to Developer and Project(s)/Site(s) involved.

**The foregoing is subject to KYTC’s discretion to make final decisions on Preferred Proposals after taking into account all of the Proposals received and KYTC’s objective to achieve EV network build-out in compliance with NEVI Requirements. These considerations may result in KYTC awarding Proposals that did not receive the highest score within a Corridor-Group in favor of a Proposal for a Candidate Site that better optimizes the EV network buildout as per NEVI Requirements. Note that KYTC has organized the Corridor-Groups to reduce the likelihood of this scenario to the extent possible.**

## 6.6. BEST AND FINAL OFFERS

When in the best interest of the Commonwealth, KYTC may permit Proposers to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). KYTC may make an award without issuing a request for a BAFO.

## 7. DEFINITIONS OF KEY TERMS

- a. **Candidate Site:** A property identified by a Proposer within a Corridor-Group for the purpose of installing and maintaining EVSE in compliance with NEVI Requirements. A Site must be located within a one-mile travel distance from an interstate highway interchange ramp terminal at the exit numbers listed in **Table 1**.
- b. **Corridor-Group:** The combination of a specified AFC route number and group number that represents an area along the AFC where a Site is necessary to comply with NEVI Requirements.
- c. **Design and Construction Period:** The Project Agreement period that begins on the date of execution and ends at Final Completion.
- d. **Developer:** The Proposer who is awarded a Project Agreement and becomes Developer responsible for providing the goods and services specified in the awarded Project Agreement; and to whom payment will be made upon delivery of the terms of the Project Agreement.
- e. **Electric Vehicle Service Equipment (EVSE):** Please refer to the [NEVI NPRM](#).
- f. **Evaluation Committee:** Employees of the Kentucky Transportation Cabinet (KYTC), Commonwealth of Kentucky, and third parties authorized by KYTC who will evaluate Proposals.
- g. **EVSE Utilization:** EVSE Utilization, denoted as a percentage (%), is the amount of time over a given period that an EVSE charging port is actively delivering power to a vehicle, divided by the total time in the period.
- h. **Final Completion:** Milestone when EVSE is installed, is operational, and all construction, utility service, and ancillary construction activities are complete, including but not limited to site cleanup, landscaping, paving and patching, pavement marking, sign installation, etc., all in accordance with the Project Agreement.
- i. **Key Staff:** All Developer personnel identified in a Proposal that are essential to the work being performed under the Project Agreement.
- j. **Liquidated Damages:** A specific sum (or a sum readily determinable) of money stipulated by a Developer and KYTC as the amount to be recovered for the events described in **Section 4.5** of this RFP.
- k. **NEVI Requirements:** Those requirements of the NEVI Formula Program described in **Section 3.5.1** of this RFP and those that may become effective prior to or during the term of a Project Agreement.
- l. **Operational Period:** The Project Agreement period that starts when Final Completion has been achieved by the Developer.
- m. **Preferred Proposer:** A Proposer whose Proposal offers the best value to KYTC as assessed through the evaluation criteria and scoring described in the RFP and enables KYTC to optimally deploy an EV network in compliance with NEVI Requirements; and whose Proposal responds to all specifications and requested materials set forth in the RFP; and contains no irregularities or deviations from specifications that would affect the amount of the Financial Proposal or otherwise give the Proposer a competitive advantage; and whose experience, financial condition, conduct and performance on previous projects indicates the Proposer's ability to execute and perform under the PA.
- n. **Preferred Proposal:** The Proposal submitted by the Preferred Proposer that is selected for award.
- o. **Project Agreement (PA):** The written contract setting forth the terms and conditions by which the Project is to be conducted and executed by the successful Proposer pursuant to this RFP and KYTC.
- p. **Proposal:** The Proposer's response to this RFP that contains the completed Administrative Proposal, Technical Proposal(s), and Financial Proposal(s).
- q. **Proposer:** The entity that has signed and submitted the Proposal to this RFP; and who will be responsible if identified as a Developer to ensure the execution of the Project Agreement. Note that Proposers can represent Joint Ventures (JVs) between two or more entities.
- r. **Site:** A Candidate Site that has been approved by KYTC.

## 8. TECHNICAL PROPOSAL EVALUATION GUIDELINES

**Table 8: Technical Proposal Evaluation Guideline**

Scoring Category	Scoring Criteria	Evaluation Guideline
Experience, qualifications, and technical approach	Proposer experience and qualifications	<p>Extent to which the Proposer’s (and the Proposer’s Project partners, subcontractors, and suppliers’) overall qualifications, including management background, experience, and technical competence, indicate the likely success of the Project in terms of meeting KYTC’s goals/objectives, the PA Terms and Conditions, and the EVSE Specifications.</p> <p>Qualifications shall include relevant projects with EVSE and charging infrastructure that the Proposer has completed. Specific documentation and information is to be submitted with the Technical Proposal of this RFP.</p> <p>Proposer demonstrates financial capability that indicates that Proposer has the ability to cover up-front Project costs and will not likely be a going concern beyond the initial five-year NEVI funding period.</p>
	General approach to project implementation	<p>Extent to which the Proposer’s implementation approach including project understanding, plans for collaboration with stakeholders, risk management process/procedures, proposed technical concepts, scheduling and sequencing indicate the likely success of the Project in terms of meeting KYTC’s objectives, the PA Terms and Conditions, and the EVSE Specifications.</p> <p>Includes a narrative (understanding) of what work is to be accomplished in the procurement, design, and installation phase.</p> <p>Includes data flow diagram, data map to describe approach to data interfaces, product literature, manuals, and other reference information as appropriate.</p> <p>Includes innovative ideas or technical concepts and how Proposer may have positive impacts on Project schedule, costs, and quality. These may include EVSE type and design, manufacturing relationships, installation methods, etc.</p> <p>Describes the Proposer’s Implementation Schedule and factors that would affect the Implementation Schedule such as outside constraints, materials, equipment and labor availability, etc. Includes a schedule graphic outlining the major activities and their associated timeframes.</p>
	Site design and layout, including ADA	<p>Describes how the selected approach to design will lead to a Project/Site that is compliant with NEVI Requirements, accommodates different vehicle sizes and models (e.g., pull through space for light duty vehicles, cord length sufficient to reach ports at different locations on vehicles), and complies to accessibility requirements.</p>

Scoring Category	Scoring Criteria	Evaluation Guideline
	Site readiness, power availability, and coordination with local utilities	<p>Describes understanding of overall site readiness, existing power availability, cost and schedule for utility upgrades (if required), applicable utility rate structure, required local and/or environmental permits, and firm commitment of Site Host. Proposal provides overview of existing or planned coordination mechanisms with local utility.</p> <p>Proposal includes a letter of commitment, or some other form of evidence, from a supplier to provide EVSE according to proposed timelines.</p>
	Approach to operations and maintenance, including workforce training	<p>Describes approach to meeting or exceeding operations and maintenance performance requirements, including required up time for the 5-year operations period.</p> <p>Describes approach to network communications and controls, back-office support, preventative, and emergency maintenance service level, charging operations management, power management, warranty management.</p>
	Approach to reliability and resiliency	Describes approach to power outages, climate events, and resiliency.
	Approach to contract management and reporting	<p>Describes approach to reporting of performance indicators, charging sessions, EVSE uptime, and proposed reporting mechanisms and protocols.</p> <p>Describes understanding of information to be reported under PA and privacy reporting standards.</p>
Proposed user experience	User interface and customer service during operational period	Describes payment methods to the public (e.g., phone app, website, credit card reader). Specifies approach to dedicated customer support, including phone, web, or in-person support.
	End-user pricing model	Proposed pricing structure demonstrates: 1) Affordability for customers and 2) Assurances that there will be no significant price increases in the future.
	Charging capacity	<p>Describes number of charging ports that will be provided, and the capacity (kW) of each port during simultaneous operation. comply with NEVI Requirements, at least four (4) ports must be provided, each of which will provide at least 150 kW charge rate with all four ports operating simultaneously. Also describes output voltage range and capacity of each port. To be compliant with minimum Kentucky standards, each port shall be capable to provide 150 kW output over the full output voltage range of 300 – 900 VDC.</p> <p>Proposals that provide an available charging rate of greater than 300 kW at one or more ports will be given more points in the technical evaluation. For higher charging rates power sharing across ports is allowable as long as minimum power for any port does not fall below 150 kW during simultaneous operation.</p>

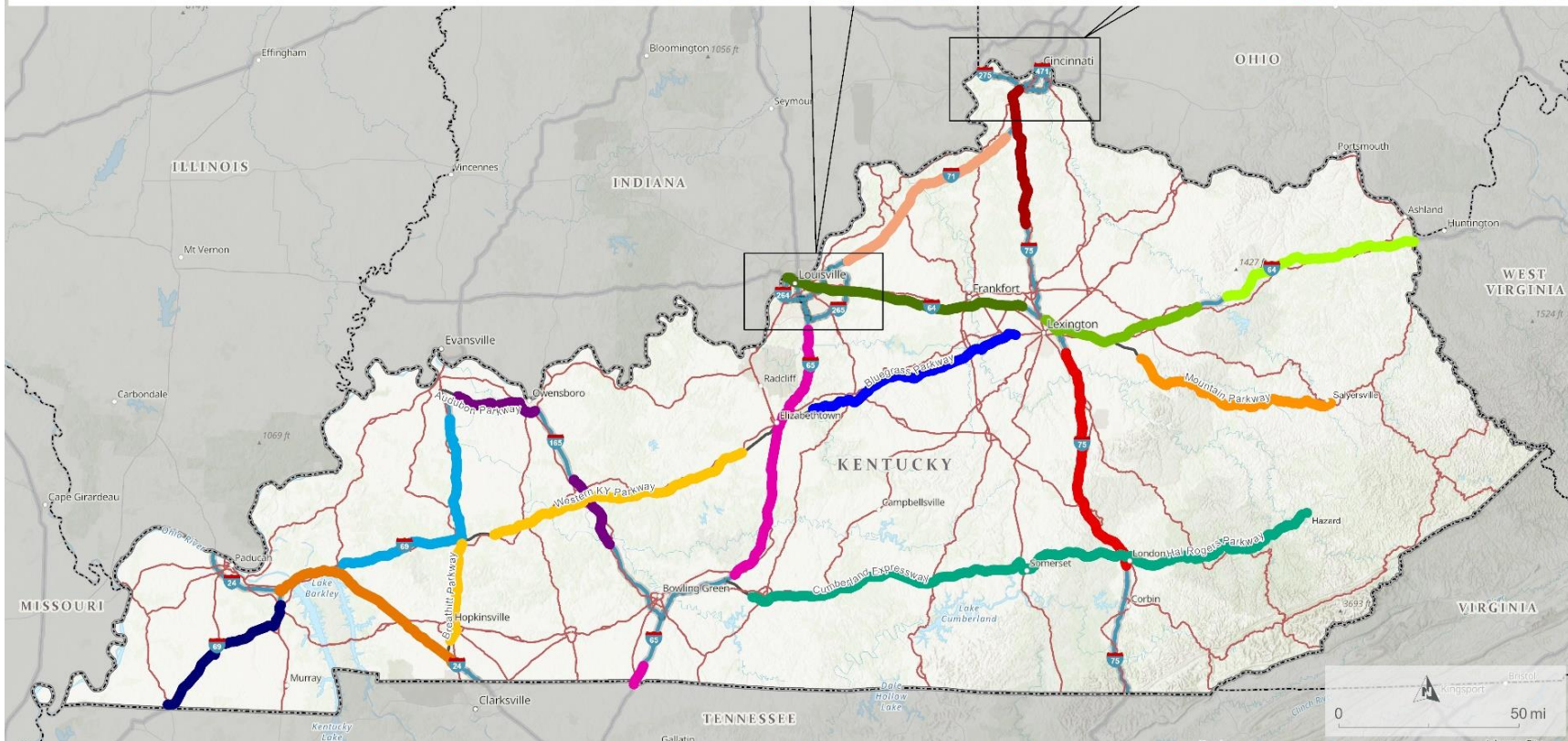
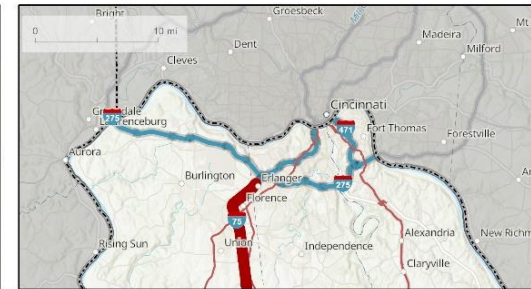


Scoring Category	Scoring Criteria	Evaluation Guideline
	Safety and security	Describes approach to physical customer security, cybersecurity, and plan to meet federal guidelines.
	Complementary services and amenities at site	Describes EVSE and parking space availability to the public (e.g., 24/7), site staffing, and amenities at site (e.g., restrooms, food and resting services, retail, high speed internet, covered EVSE spaces, sustainability elements, etc.).
Equity and rural considerations	Use of local labor	Specifies the Proposer's commitments to use and leverage of local labor, including understanding of existing local workforce for the installation, operation, and maintenance of EVSE.
	Use of DBE firms	Specifies how the Proposer intends to encourage participation of DBE firms during the relevant phases of the Project.
	Economic impact on rural and/or disadvantaged communities	Describes the Proposer's understanding, capability, and experience in interacting and partnering with communities, businesses, and other stakeholders and explains the anticipated impact of the Project (e.g., job creation, tax revenue) during construction and transfer to the Operational Period.
Candidate Site location	EV network build-out optimization	Site provides coverage for multiple AFCs, is near optimum spacing from existing NEVI- compliant stations to achieve buildout, represents optimum spacing from state line(s) and/or AFC terminus to achieve build-out, or adding a Candidate Site would reduce the total number of remaining Sites required to achieve build-out. See <b>Section 1.3</b> for more guidance.

# Attachment 1. Corridor-Group Map

## EV Corridor Group

- BGP
- CE & HR
- I-165 & AP
- I-24
- I-64A
- I-64B
- I-64C
- I-65
- I-69A
- I-69B
- I-71
- I-75A
- I-75B
- MP
- WKP & BP



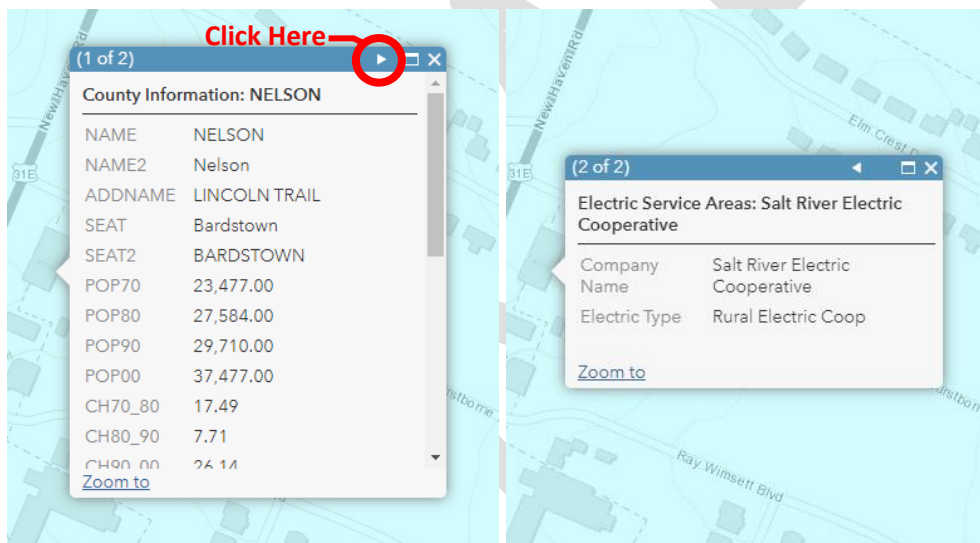
## Attachment 2. Utility Information

### UTILITY IDENTIFICATION INFORMATION:

To identify which utility serves a potential Site please use one of the following two websites. They should provide nearly identical results. Two options are provided to accommodate user preferences and ease of use.

For Website #1 Click Here: [Kentucky Electric Service Areas \(KY DGI\)](#) This website will open up a color-coded map of Kentucky showing the electric utility service areas. Once the map is loaded enter the Site property address in the upper right search window where it reads “Find address or place” and then hit “enter”. After you hit “enter” the map will automatically zoom to that location. If you do not know the address or if you are exploring several Sites, you can also navigate directly to a location on the map using a mouse or trackpad and the zoom in / zoom out buttons in the upper left of the map screen.

Once you have found your Site of interest click on the map at that location. A dialogue box will pop up with county information (see image below). Click on the ► as shown in the image below to move to the second record which is the electric utility serving that site. Alternatively, you can click on the legend in the upper left of the window. That will show all of the utilities with their corresponding colors and hatching. You can then match the color at your site with the legend to determine the electric utility.



For Website #2 Click Here: [Kentucky Electric Service Areas \(BRADD\)](#) This website will open up a blue map of Kentucky showing the electric utility service areas. Once the map is loaded click on the magnifying glass in the upper right corner to open the address search function. Then type the Site property address in the search window where it reads “Find address or place...” and hit “enter”. After you hit “enter” the map will automatically zoom to that location. If you do not know the address or if you are exploring several Sites, you can also navigate directly to a location on the map using a mouse or trackpad and the zoom in / zoom out buttons on the right side of the map screen. Once you have found your Site of interest click on the map at that location. A dialogue box will pop up with the name of the electric utility serving that site (see the third row of data in the pop-up dialogue box).

*Note: If you are near a service area border, you may need to contact both utilities directly to determine which serves your site.*

## UTILITY CONTACT TABLE:

This table lists contact information for individual(s) designated by each Kentucky electric utility to receive interconnection requests for proposed EVSE Stations at Candidate Sites to be proposed in response to this RFP.

**Table 2-1: Utility Contact Table**

Utility	Contact Name	Email	Phone Number	Approximate Response Time
<b>Duke Energy</b>		<a href="mailto:NEVI@duke-energy.com">NEVI@duke-energy.com</a>		2 Weeks
<b>Kentucky Power</b>	Barry Nolen	<a href="mailto:bnolen@aep.com">bnolen@aep.com</a>	606-923-5279	1 Month
	Shane Allen	<a href="mailto:sdallen2@aep.com">sdallen2@aep.com</a>	606-671-0898	1 Month
<b>LG&amp;E and KU</b>		<a href="mailto:Emerging.Tech@lge-ku.com">Emerging.Tech@lge-ku.com</a>		2 Weeks to Several Months
<b>Berea Municipal Utilities</b>	Kevin Howard	<a href="mailto:khoward@bereaky.gov">khoward@bereaky.gov</a>		1-2 Weeks
<b>Frankfort Plant Board</b>	Travis McCullar	<a href="mailto:tmccullar@fewpb.com">tmccullar@fewpb.com</a>	502-352-4608	1-2 Weeks
<b>Hopkinsville Electric System</b>	Dustin Love	<a href="mailto:dlove@hop-electric.com">dlove@hop-electric.com</a>	270-887-4207	2-5 Business Days
<b>Rural Cooperatives</b>				
<b>Big Rivers Electric</b>	Chris Bradley	<a href="mailto:chris.bradley@bigrivers.com">chris.bradley@bigrivers.com</a>		1 Week
<b>Big Sandy Recc</b>	Jeff Prater	<a href="mailto:jprater@bigandyrecc.com">jprater@bigandyrecc.com</a>	606-229-7869	2-4 Weeks
<b>Bluegrass Energy</b>	Chris Brewer	<a href="mailto:evdata@bgenergy.com">evdata@bgenergy.com</a>	888-546-4243	2 Weeks
<b>Clark Energy</b>	Todd Peyton	<a href="mailto:tpeyton@clarkenergy.com">tpeyton@clarkenergy.com</a>	859-901-9236	Few days
<b>Cumberland Valley Electric</b>	Mark Abner	<a href="mailto:mark.abner@cumberlandvalley.coop">mark.abner@cumberlandvalley.coop</a>	606-521-5955	1 Week
	Rich Prewitt	<a href="mailto:rich.prewitt@cumberlandvalley.coop">rich.prewitt@cumberlandvalley.coop</a>	606-524-3971	1 Week
<b>Fleming-Mason Energy</b>	Brandon Hunt	<a href="mailto:bhunt@fme.coop">bhunt@fme.coop</a>	606-845-2661	2 Weeks
<b>Farmers Recc</b>	Chris Childress	<a href="mailto:cchildress@farmersrecc.net">cchildress@farmersrecc.net</a>	270-651-2191 x8153	1-2 Weeks
<b>Gibson EMC</b>	Barry L Smith	<a href="mailto:bsmith@gibsonemc.com">bsmith@gibsonemc.com</a>	731-414-1240	2 Weeks
<b>Grayson Recc</b>	Scott Speaks	<a href="mailto:Scott.speaks@graysonrecc.com">Scott.speaks@graysonrecc.com</a>	606-474-2134	3 Weeks
	Brian Poling	<a href="mailto:Brian.poling@graysonrecc.com">Brian.poling@graysonrecc.com</a>	606-474-2122	3 Weeks

Utility	Contact Name	Email	Phone Number	Approximate Response Time
<b>Inter-County Energy</b>	David Phelps	<a href="mailto:davidp@intercountyenergy.net">davidp@intercountyenergy.net</a>	859-936-7818	2 Weeks
<b>Jackson Energy</b>	Seth Jones	<a href="mailto:sethjones@jacksonenergy.com">sethjones@jacksonenergy.com</a>	606-364-1000 x7025	2 Weeks
<b>Jackson Purchase Energy</b>	Travis Spiceland	<a href="mailto:travis.spiceland@jpenergy.com">travis.spiceland@jpenergy.com</a>	270-441-0856	2-3 Weeks
<b>Kenergy</b>	Scott Atherton	<a href="mailto:satherton@kenegycorp.com">satherton@kenegycorp.com</a>	270-689-6110	1-2 Weeks
<b>Licking Valley Recc</b>	John May	<a href="mailto:jmay@lvrecc.com">jmay@lvrecc.com</a>	606-743-3540	2-3 Business Days
<b>Meade County Recc</b>	Mike French	<a href="mailto:mfrench@mcrecc.com">mfrench@mcrecc.com</a>		2 Weeks
<b>Nolin Recc</b>	Greg Lee	<a href="mailto:glee@nolinrecc.com">glee@nolinrecc.com</a>	270-766-7206	1-2 Weeks
<b>Owen Electric</b>	Jennifer Taylor	<a href="mailto:jktaylor@owenelectric.com">jktaylor@owenelectric.com</a>		2 Weeks
<b>Pennyrile Recc</b>	Anthony Ervin	<a href="mailto:aervin@precc.com">aervin@precc.com</a>	270-886-2555	1-2 Months
<b>Salt River Electric</b>	Daniel Carrico	<a href="mailto:dcarrico@srelectric.com">dcarrico@srelectric.com</a>	502-350-1606	1 Week
<b>Shelby Energy</b>	Dylan Staples	<a href="mailto:dylan@shelbyenergy.com">dylan@shelbyenergy.com</a>	502-437-8170	1 Week
<b>South Kentucky Recc</b>	Dakota Brown	<a href="mailto:dakotab@skrecc.com">dakotab@skrecc.com</a>	606-451-4110	1 Week
<b>Taylor County Recc</b>	Mike Skaggs	<a href="mailto:muskaggs@tcrecc.com">muskaggs@tcrecc.com</a>		Several Weeks
<b>Tri-County Electric</b>	Jim Beecham	<a href="mailto:jbeecham@tcemc.org">jbeecham@tcemc.org</a>	800-369-2111 x100	2 Weeks
<b>Warren Recc</b>	Jenny Rich	<a href="mailto:jrich@wrecc.com">jrich@wrecc.com</a>	270-842-6541	2 Weeks
<b>West Kentucky Recc</b>	Justin McCann	<a href="mailto:jmccann@wkrecc.com">jmccann@wkrecc.com</a>	618-922-1809	3-6 Months

## KY NEVI FORMULA PROGRAM UTILITY INTERCONNECTION REQUEST FORM

Use this form to request a utility interconnection for a proposed EVSE site. Complete one form for each separate Candidate Site. Submit to the electric utility which serves the Candidate Site, using contact information from Utility Contact Table above.

**Table 2-2: Utility Interconnection Request Form**

Request Date		Notes
<b>Submitted to</b>	Utility name	
	Contact name, email	
<b>Requested Energize Date</b>		<i>Earliest realistic date that you want/need power</i>
<b>Applicant</b>	Company Name	
	Contact Name, Address, email, phone	
<b>Site Host</b> <i>(if different than applicant)</i>	Company Name	
<b>Electrical Contractor</b> <i>(if known)</i>	Company name	
	Contact name, email, phone	
	Available to meet on-site?	YES/NO
<b>Site Address</b>	Street, City, State, ZIP	<i>At minimum provide address and latitude &amp; longitude of proposed EVSE location on site. If possible, provide scaled site drawing with nearest street(s), location of existing transformer and meter, and proposed location(s) of EVSE marked.</i>
	EVSE site plan	
<b>Requested Service Voltage</b>		<i>480 V /3PH typical for NEVI Formula Program-compliant station</i>

<b>Connected Load (kW)</b>			<i>600 kW minimum for NEVI Formula Program-compliant station. If requesting additional capacity for future load growth, provide details</i>
<b>Requested panel size (amps)</b>			<i>800 A typical for minimum NEVI Formula Program-compliant station</i>
<b>Power factor (%)</b>			<i>90% – 100% typical</i>
<b>Expected load profile</b>	At what hour of day will peak load occur?		
	How is load expected to vary across the day?		
<b>Projected Monthly Energy use (kWh)</b>			
<b>Will the EVSE load be added to an existing meter/account, or will a new account be requested?</b>			<i>If existing account, provide account number</i>
<b>Potential for solar/net metering at this site?</b>			<i>YES/NO. If yes, provide details</i>
<b>Will batteries be installed at the site to reduce or manage peak demand?</b>			<i>YES/NO. If yes, provide details</i>

## Attachment 3. Draft RFP Comment Form

**Please submit this form as a PDF to [EVPlan@ky.gov](mailto:EVPlan@ky.gov) no later than 5:00pm Eastern Standard Time on January 27, 2023. Comments are intended for consideration by KYTC in preparing the final RFP and will not be made public. KYTC will only review one submission per entity. Comments must address a specific section(s) and be shared using the format below:**

Organization name: \_\_\_\_\_

Organization Type (indicate all applicable):

- Site-Host — property owner who may or may not also operate and maintain an EV charging station
- Developer — entity who facilitates the development of the EV charging station (not the property owner or EV charging station operator)
- Owner/operator — entity that owns and operates the charging equipment
- Other (please specify)

Address: \_\_\_\_\_

Contact Information: \_\_\_\_\_

#	Commenter	Document	Section - page #	Comment

**Please see the example comment below.**

#	Commenter	Document	Section - page #	Comment
1	Proposer 1	RFP	Section 2.3	Comment submitters should be able to provide more than one response per entity



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## Attachment 4. Project Agreement Term Sheet (Heads of Terms)

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1. **State Law.** Developer shall undertake the Project pursuant to the laws of the Commonwealth of Kentucky and any local laws and ordinances applicable to the Site. Any litigation arising from the Project Agreement shall be adjudicated under the laws of the Commonwealth of Kentucky without regard for conflict of laws principles and heard in the Circuit Court of Franklin County, Kentucky.
2. **Project Schedule; Budget.** Developer shall undertake and complete the Project in accordance with the Implementation Schedule outlined in its Proposal. Any costs in excess of awarded amount that are necessary for completion of the Project and any authorized or unauthorized changes to the Project are the sole responsibility of Developer.
3. **Notice to Proceed.** After the Project Agreement is signed by the Secretary, KYTC shall issue a Notice to Proceed (NTP) to Developer authorizing work to begin on the Project. Within ten days of issuance of NTP, Developer shall notify KYTC that the work has commenced. Expenditures made by Developer prior to issuance of NTP are not allowable and shall not be considered eligible costs, and shall not count towards Developer's required match.
4. **Administration and Inspection of Work.** Developer shall be responsible for all aspects of administration, testing, and inspection to ensure the materials and work meet applicable specifications. This shall include providing on-site inspection of any work activities by third parties and the prompt processing of required paperwork associated with any contract to perform the work.
5. **Software; Data.** Developer must maintain, and as requested by KYTC, demonstrate sound IT security and data retention policies, and comprehensive data recovery and back up plans to prevent unauthorized access or destruction of data.
6. **Permits; Licenses.** Other than as required by the National Environmental Policy Act, Developer shall obtain all permits and licenses required to initiate, perform, and complete all phases of the Project at the appropriate times and as circumstances warrant.
7. **General Maintenance Obligation.** Developer, its successors, subsidiaries, and assigns, shall maintain the real property and facilities improved pursuant to and in connection with the Project in a condition suitable for functioning of the Project as a service to the public.
8. **Payment.**
  - a. The Commonwealth's share of the total cost of the Project shall be \$\_\_\_\_\_. Developer shall contribute at least twenty percent (20%) of the Project budget as set forth in Attachment 5 to the RFP.
  - b. The reimbursable Project costs allowed by the Project Agreement shall be those reasonable costs that are supported by appropriate documentation as required by the RFP and with the certification letter reference in Section 10(b) of this Term Sheet.
9. **Duration; Execution and Effective Date.** The effective date of the Project Agreement shall be the date signed by the Secretary, and the termination date shall be five years after Final Completion.

10. **Reporting.**

- a. Developer must submit quarterly, annual, and other reports and updates as required pursuant to proposed 23 CFR 680.112 in the NPRM.
- b. **Certification Letter.** With the documentation of Project expenses, Developer shall submit a letter to KYTC that certifies that: (1) the work detailed in the expenses has been performed and the costs have been incurred in accordance with the Project Agreement; (2) that the costs shown are verified and are true and correct; and (3) that the expense documentation involves no degree of duplication.

11. **Breach of Contract; Termination.** If Developer fails to perform any one of its obligations under the Project Agreement, it will be in breach of contract. If Developer's breach is unable to be cured in a reasonable time, KYTC may terminate the Project Agreement by written notice to Developer with no further obligation to the Developer. Reasons for termination may also include Developer bankruptcy, violations of state or federal laws, subcontractor material breach, failure to pay for materials or suppliers, failure to maintain licensures, use of unapproved products. KYTC may pursue any remedy available at law, including termination of all payments under the Project Agreement and the return of funds already paid to Developer.

12. **Force Majeure.** Except for certain reporting and up time requirements, if KYTC or Developer is unable to perform any part of its obligations under the Project Agreement by reason of force majeure, the party will be excused from its obligations to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable speed the cause preventing it from carrying out its obligations under the Project Agreement. The term "force majeure" means without limitation: acts of God; emerging epidemics; direct lightning; earthquakes; fires; storms; hurricanes; tornadoes; floods; washouts; droughts; any other severe weather; explosions; restraint of government and people; war; labor strikes; and other like events. Force majeure shall not include events that are caused in whole or in part by Developer.

13. **Audit and Inspection.**

- a. **Audits.** Developer shall permit KYTC or its authorized representatives to conduct field reviews, to interview any officer or employee, and to inspect and audit all phases of the Project. Developer agrees to allow KYTC or its authorized representatives access to any books, documents, papers, records, or other evidence (including emails and other forms of documentation), which are directly pertinent to the Project Agreement for the purpose of financial audit or program review as outlined in the Project Agreement. Each contract and subcontract shall specifically require this permission.
- b. **Post-Audit Fund Reimbursement.** If an audit finds that Developer failed to meet its obligations under the Project Agreement, upon written notification by KYTC Developer shall promptly reimburse KYTC the grant funds for unallowable expenditures.
- c. **Records Retention.** All checks, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents. Developer shall maintain all Project records for three (3) years after the term of the Project Agreement.
- d. **Prohibited Interest.** Developer agrees to be bound by and shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11A and KRS 45A.340 in its dealings with any member, officer, employee, or agent of KYTC during his or her tenure and for one (1) year thereafter.

- e. **Access to Records.** Developer agrees that KYTC, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to the Project Agreement for the purpose of financial audit or program review. Records confidentially disclosed as part of the Proposal process shall not be deemed as directly pertinent to the Project Agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c). Developer also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.
14. **Independent Contractor.** It is fully understood and agreed that Developer is an independent contractor and is not an agent, servant, or employee of the Commonwealth. Developer must declare that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, Developer understands that as an independent contractor, it is not a public employee and is not entitled to contributions from the Commonwealth to any public employee retirement system.
15. **Severability.** If any provision of an agreement or application of any such provision shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions shall remain in full force and effect.
16. **Discrimination.** Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of the Project Agreement, Developer agrees as follows:
- a. Developer will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. Developer further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. Developer agrees to provide, upon request, needed reasonable accommodations. Developer will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability. Such action 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 compensations; and selection for training, including apprenticeship. Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. Developer will, in all solicitations or advertisements for employees placed by or on behalf of Developer; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

- c. Developer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of Developer's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. Developer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
  - d. Developer will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - e. Developer will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - f. In the event of Developer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and Developer may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
  - g. Developer will include the provisions of paragraphs (1) through (7) of section 202 of US Department of Labor Final Rule on Federal Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Developer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Developer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, Developer may request the United States to enter into such litigation to protect the interests of the United States.
17. **Indemnification.** Developer shall indemnify and hold harmless KYTC and all of its officers, agents, contractors and employees from all suits, actions, or claims of any character arising from any injuries, payments or damages received or claimed by any person, persons, entities, agencies, or property in connection with its work on, and completion of the Project.

## Attachment 5. Financial Proposal Form

Proposers shall complete the Financial Proposal Form in accordance with **Section 5.4** (Financial Proposal) for each Site. A separate form shall be used for each Site. Proposer must provide funding for at least 20% of the entire costs related to a Site.

The Financial Proposal Form shall contain all price information in the format specified on these pages. Complete the Financial Proposal Form only as provided in this section. Do not amend, alter, or leave blank any items on the Financial Proposal Form. If option costs are included, Proposers must submit pricing for each option year and related component. Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

All costs must be the actual price KYTC will pay for the specific item or service identified in this RFP and may not be contingent on any other factor or condition in any manner.

All cost calculations shall be rounded to the nearest dollar.

All Financial Proposal costs entered below are to be fully loaded costs that include all costs/expenses associated with the provision of services as required by the RFP. The Financial Proposal costs shall include, but is not limited to, all: labor, profit/overhead, general contractor's and subcontractor's markups, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Proposer.

**Table 5-1: Utility Costs**

Description	Type	Quantity	Unit Cost	Total Cost
<b>Power Transformer</b>				
<b>Transformer Pad</b>				
<b>Utility Pole</b>				
<b>Pole Riser</b>				
<b>Pole Terminator</b>				
<b>3-Phase Primary Line Extension</b>				
<b>Protection</b>				
<b>Others (please identify)</b>				
<b>Total Estimated Utility Cost</b>				

**Table 5-2: Financial Proposal form**

**Costs**

	Design and Construction	Operational Period									
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
<b>Category 1</b>											
<b>Category 2</b>											
<b>Category 3</b>											
<b>Category 4</b>											
<b>Category 5</b>											
<b>Category 6</b>											

**Required Subsidy**

	Design and Construction	Operational Period									
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
<b>Category 1</b>											
<b>Category 2</b>											
<b>Category 3</b>											
<b>Category 4</b>											
<b>Category 5</b>											
<b>Category 6</b>											

Proposers may optionally propose futureproofing design layout specification costs through the format below. If proposed, these specifications will replace the capital costs proposed in the Financial Proposal form. It is at KYTC’s discretion to accept or reject the optional costs, if proposed. Proposers will only propose these optional specifications for the capital components related to the futureproofing of the Sites.

**Table 5-3: Financial Proposal form, including futureproofing design layout**

**Costs**

	Design and Construction	Operational Period									
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
<b>Category 1</b>											
<b>Category 2</b>											
<b>Category 3</b>											
<b>Category 4</b>											
<b>Category 5</b>											
<b>Category 6</b>											

**Required Subsidy**

	Design and Construction	Operational Period									
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
<b>Category 1</b>											
<b>Category 2</b>											
<b>Category 3</b>											
<b>Category 4</b>											
<b>Category 5</b>											
<b>Category 6</b>											

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## Attachment 6. Signature Page

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Submitted by:

Proposer:

---

Proposer Name (please print or type)

By:

---

Signature of Authorized Representative

Printed Name:

---

Printed Name

Title:

---

Title

Date:

---

Date

Address:

---

Company Address



# Attachment 7. Proposer Certifications and Federal Funds Forms

*Please thoroughly read and fill out Forms A through I.*

**Proposer name:**

## FORM A: PROPOSER CERTIFICATIONS

The Proposer certifies that:

1. It has carefully examined and is fully familiar with all the provisions of the RFP, has reviewed all materials provided, any Addenda, and KYTC's responses to questions, and is satisfied that the RFP provides sufficient detail regarding the obligations to be performed by the Proposer and does not contain internal inconsistencies.
2. It is familiar with and understands the NEVI Requirements, NPRM, and acknowledges that compliance with NEVI Requirements in effect at any given time during the Project will be the responsibility of the Proposer should it be chosen as a Developer for one or more Projects.
3. The information and supporting data provided by the Proposer are accurate and reasonably complete to the best of its knowledge.
4. It has carefully checked all the words, figures, and statements in the Proposal.
5. It has notified KYTC of any deficiencies or omissions in the RFP or other documents provided by KYTC.
6. Neither the Proposer nor its employees, members, agents, consultants, or advisors have entered either directly or indirectly into any agreement, participated in any collusion, participated in ex parte communications, or otherwise taken any action in restraint of free competitive selection in connection with its Proposal.
7. No person, broker or selling agency has been employed, retained, or given anything of monetary value to solicit or secure this contract, except bona fide employees of KYTC.
8. Its responses to the following statements are true and accurate. The Proposer's answers apply to the last seven years. Please indicate yes or no for each row.

Yes/No	Description
	The Proposer has had a contract terminated for default for cause.
	The Proposer has been assessed any penalties in excess of \$10,000, including LDs, under any of its existing or past contracts with any organization (including any governmental entity).
	The Proposer was the subject of any governmental action limiting the right of the Proposer to do business with that entity or any other governmental entity (e.g., debarment, disqualification, removal, prevented from bidding, etc.).
	Trading in the stock of the company has ever been suspended.
	The Proposer, any officer of the Proposer, or any owner with a 20% interest or greater in the Proposer has been convicted of a felony or is currently under indictment on any felony charge.

If the answer to any item above is affirmative, the Proposer must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify a Proposer from consideration, at the sole discretion of KYTC, such an answer and a review of the background details may result in a rejection of the Proposal. KYTC will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the Proposer's performance under the Contract, and the best interest of the Commonwealth.

9. It nor any of its people that may work on or benefit from the Project Agreement through the Proposer has a possible conflict of interest (e.g., employed by the Commonwealth of Kentucky, etc.) other than the conflicts identified immediately below:

Potential Conflicts (by person or entity affected)

(Attach an additional sheet if more space is needed.)

KYTC may reject a Proposal in which an actual or apparent conflict is disclosed. And the

10. The Proposer acknowledges that KYTC may cancel or terminate the Project Agreement for cause if it discovers any actual or apparent conflict of interest that the Proposer did not disclose in its Proposal.
11. All of its personnel and its sub-proposers' personnel provided for the Project will have a valid I-9 form on file with the Proposer, as appropriate, and will have presented valid employment authorization documents, if they are not United States citizens.
12. It has not provided material assistance to any organization on the United States Department of State's terrorist exclusion list.

---

Date

---

Signature

---

Type or print name shown above

## FORM B: NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_

County of \_\_\_\_\_

I state that I am \_\_\_\_\_ (**Title**) of \_\_\_\_\_ (**Name of Firm**) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and, officers. I am the person responsible in my firm for the amounts, percentages and other figures presented in this Proposal.

I state that:

- (1) The Proposal has been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- (2) This Proposal has not been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before the selection of a Developer for the Site(s).
- (3) No attempt has been made or will be made to induce any firm or person to refrain from submitting a Proposal or to submit any noncompetitive Proposal or other form of complementary Proposal.
- (4) The Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.
- (5) \_\_\_\_\_ (**Name of Firm**) its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:  
  
\_\_\_\_\_

I state that \_\_\_\_\_ (**Name of Firm**) understands and acknowledges that the above representations are material and important and will be relied on by the Kentucky Transportation Cabinet in determining selection for which the Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Kentucky Transportation Cabinet of the true facts relating to the submission of this Proposal.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signatory's Name)

\_\_\_\_\_  
(Signatory's Title)

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public My Commission Expires \_\_\_\_\_

DRAFT

# FORM C: CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

The undersigned certifies, on behalf of Proposer to the best of his or her knowledge and belief, that:

- (a) no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and
- (b) if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its Proposal.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entity Making Certification: \_\_\_\_\_

Date: \_\_\_\_\_

## FORM D: TITLE VI ASSURANCES

### The United States Department of Transportation (USDOT)

#### Standard Title VI/Non-Discrimination Assurances

#### DOT Order No. 1050.2A

The Subrecipient (herein referred to as the "Recipient"), **hereby agrees that**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through its various operating administrations and bureaus, which include but are not limited to, the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), Federal Aviation Administration (FAA), Office of the Secretary, National Highway Traffic Safety Administration, and Federal Motor Carrier Safety Administration (FMCSA), is subject to and will comply with the following:

#### **Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964); and
- 49 C.F.R. part 303 (FMCSA's Title VI/Nondiscrimination Regulation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

#### **General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including, but not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic and Safety Administration, and the FMCSA."*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

## Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted program that is the subject of this Agreement.

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the federally-assisted transportation program and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*“The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the federal agencies' access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the federal agencies. You must keep records, reports, and submit the material for review upon request to the federal agencies, or their designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the federally-assisted program. This ASSURANCE is binding on the Commonwealth of Kentucky, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the federally-assisted program. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

\_\_\_\_\_  
(Name of Recipient)

by \_\_\_\_\_  
(Signature of Authorized Official)

DATED \_\_\_\_\_



## TITLE VI ASSURANCES, APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation (U.S. DOT), through its various operating administrations and bureaus, which include but are not limited to, the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), Federal Aviation Administration (FAA), Office of the Secretary, National Highway Traffic Safety Administration, and Federal Motor Carrier Safety Administration (FMCSA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the U.S. DOT, through its various operating administrations and bureaus, which include but are not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic Safety Administration, and FMCSA, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the U.S. DOT, through its various operating administrations and bureaus, which include but are not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic Safety Administration, and FMCSA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the U.S. DOT, through its various operating administrations and bureaus, which include but are not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic Safety Administration, and FMCSA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the U.S. DOT, through its various operating administrations and bureaus, which include but are not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic Safety Administration, and FMCSA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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## TITLE VI ASSURANCES, APPENDIX B

### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Kentucky Transportation Cabinet will accept title to the lands and maintain the project constructed thereon in accordance with the Legislative Authority applicable under this Agreement, the Regulations for the Administration of the federally-assisted program, and the policies and procedures prescribed by the U.S. Department of Transportation's various operating administrations and bureaus, which include but are not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic Safety Administration, and FMCSA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Kentucky Transportation Cabinet, all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto the Kentucky Transportation Cabinet and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Kentucky Transportation Cabinet, its successors and assigns.

The Kentucky Transportation Cabinet, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) the Kentucky Transportation Cabinet will use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## TITLE VI ASSURANCES, APPENDIX C

### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Kentucky Transportation Cabinet pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
  1. in the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the Kentucky Transportation Cabinet will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Kentucky Transportation Cabinet will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Kentucky Transportation Cabinet and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## TITLE VI ASSURANCES, APPENDIX D

### CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the Kentucky Transportation Cabinet pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the Kentucky Transportation Cabinet will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the Kentucky Transportation Cabinet will there upon revert to and vest in and become the absolute property of the Kentucky Transportation Cabinet and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## TITLE VI ASSURANCES, APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- ▶ Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- ▶ The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- ▶ Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- ▶ Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- ▶ The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- ▶ Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- ▶ The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- ▶ Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- ▶ The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- ▶ Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- ▶ Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- ▶ Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

## FORM E: EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned certifies on behalf of \_\_\_\_\_, that:  
\_\_\_\_\_ (Name of entity making certification)

*[check one of the following boxes]*

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 C.F.R. Part 60-2 (Affirmative Action Programs).
- It will develop and will file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs). *[Note: Check this box only if the member of the Proposer Team is not yet formed and is subject to 41 C.F.R. Part 60-2]*

*[check one of the following boxes]*

- It has not participated in a previous contract or subcontract subject to the equal opportunity section described in Executive Orders 10925, 11114, or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity section described in Executive Orders 10925, 11114, or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

If not Proposer, relationship to Proposer: \_\_\_\_\_

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 C.F.R. 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity section. Contracts that are exempt from the equal opportunity Section are set forth in 41 C.F.R. 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposers who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 C.F.R. 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

## FORM F: BUY AMERICA CERTIFICATION

*[Instructions: To be signed by authorized signatory(ies) of Proposer]*

The undersigned certifies on behalf of itself, and all Subcontractors (at all tiers) that only domestic steel and iron will be used in the Project.

- A. Proposer and all Subcontractors shall comply with the Federal Highway Administration (FHWA) Buy America Requirements of 23 CFR 635.410. To be considered domestic, all steel and iron used and all products manufactured from steel and iron must be produced in the United States, and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied. Notwithstanding any other provision of this certification, this requirement does not preclude a minimal use of foreign steel and iron materials, provided the cost of such materials does not exceed 0.1% of the guaranteed maximum price.
- B. A false certification is a criminal act in violation of 18 USC 1001. Should this Contract be investigated, Proposer has the burden of proof to establish that it is in compliance.
- C. At Proposer's request, the Project Team may, but is not obligated to, seek a waiver of Buy America requirements if grounds for the waiver exist. However, Proposer certifies that it, and all Subcontractors will comply with the applicable Buy America requirements if a waiver of those requirements is not available or not pursued by the Project Team.
- D. All material fully incorporated into the Project must be certified to comply with Buy America on the appropriate material certification documents. Material certification documents must be signed by the appropriate material suppliers and not Proposer or its subcontractors.

Date: \_\_\_\_\_

Proposer's Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (printed or typed): \_\_\_\_\_

Title: \_\_\_\_\_



## FORM G: DEBARMENT CERTIFICATION FORM

### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion First Tier Covered Transactions<sup>1</sup>**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Parts 180 and 1200.

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal, State or local department or agency;
  - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
  - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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<sup>1</sup> Note to Proposers: before completing the certification, please read the instructions on the next page which are an integral part of the certification.

**ATTESTATION**

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Company Name

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Name and Title of Authorized Representative

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Signature

Date

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## FORM H: PROPOSER COMMONWEALTH LAWS CERTIFICATION

The Proposer hereby makes the following certifications and statements:

- A. The Proposer, and any entity which he/she represents, certifies that it has not knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky, and the execution of a contract between the Kentucky Transportation Cabinet and the Proposer or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
- B. The Proposer certifies that neither he/she nor any member of his/her immediate family having an interest of ten percent (10%) or more in any business entity involved in the performance of this project, has contributed more than the amount specified in KRS 121.056 (2), to the campaign of the gubernatorial candidate elected at the last election preceding the date of this solicitation.
- C. The Proposer swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity proposing, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state; is duly registered with the Kentucky Secretary of State to the extent required by Kentucky law; and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract executed.
- D. The Proposer swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity proposing, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract executed.
- E. The bidder or Proposer swears and affirms under penalty of perjury that the entity proposing is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract executed.
- F. The Proposer swears and affirms under penalty of perjury that the entity proposing, is not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade, as defined in Executive Order No. 2018- 905.
- G. The Proposer swears and affirms that the entity proposing, and all subcontractors therein, have not violated any of the prohibitions set forth in KRS 11A.236 during the previous ten (10) years, and further pledge to abide by the restrictions set forth in such statute for the duration of the contract executed.

Proposer Team:

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Name and Title of Authorized Representative:

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Signature

Date

## FORM I: VIOLATION OF TAX AND EMPLOYMENT LAWS

KRS 45A.485 requires awardees to reveal to KYTC, prior to the execution of a contract, any final determination of a violation by the awardee within the previous five (5) year period of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the awardee shall report any such final determination(s) of violation(s) to KYTC by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

Proposers shall identify one of the following:

- The Proposer has not violated any of the provisions of the above statutes within the previous five (5) year period.
- The Proposer has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). A list of such determination(s) is attached to this form and included with the Technical Proposal.

Proposer:

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Name and Title of Authorized Representative:

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Signature

Date

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## Attachment 8. Proposal Form - Proposer Information

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1. Company/Joint Venture/Partnership Name:

2. Federal Tax ID No.:

3. Address:

4. Contact Person and Phone Number:

5. Email Address:

6. Related Firms/Changes in Company Name:

## Attachment 9. Proposal Form – Site and Project Information

Proposer to confirm the Candidate Site and Project information as follows:

Site Information	
Candidate Site Name:	
Corridor-Group: Reference RFP, Table 1	
Exit No.:	
Physical Address:	
City:	
County:	
Zip:	
Charger Coordinates (approximate):	
Site Host Information	
Candidate Site Host Name:	
Site Ownership Status (check one):	<input type="checkbox"/> Owner <input type="checkbox"/> Lessee
If Lessee, please provide details of lease terms, expirations, and renewal or attach a copy to this Form. Attach details, if necessary, in accordance with RFP, Section 5 (Proposal Instructions). This attachment will not count be included in the page count.	
Contact Name:	
Contact Telephone Number:	
Contact Email Address:	
Site Commercial Structure	
Describe the commercial structure for the Candidate Site. Include general description of Project ownership, financial flows between main stakeholders, and relevant funding/financing structure.	

**Permit Status**

Identify the status of all necessary permits or other approvals required for the Candidate Site.

Permit / Agreement Description	Not applicable	Required – Application not submitted	Application submitted	Permit received / approved	Unsure if required
Air /Land Use					
Electrical					
Structural					
Zoning					
Environmental – Water					
Environmental – Other					
Local Agency					
Other (fill in as needed)					

**Utility Upgrade Information**

Describe what utility upgrades are required for the Candidate Site, including cost estimates, interconnection requirements, and service requirements.

*(This area is currently blank, overlaid with a large 'DRAFT' watermark.)*

**Site Amenities**

Describe all amenities at Candidate Site, such as restroom access, grocery store, dine-in restaurant, WiFi accessibility, trailer parking area, etc.:

*(This area is currently blank, overlaid with a large 'DRAFT' watermark.)*

### Site Access

Describe Candidate Site access features (e.g., easement, lease, permit, license, etc.) for the construction and operation of EVSE.

### Site Details

Describe major characteristics of the Candidate Site (e.g., specific street, building, or parking lot); explain why the Candidate Site is applicable for the Project; describe significant details of the Candidate Site, including vehicular access, surrounding roads and traffic patterns; and confirm the Candidate Site is compliant with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et seq. and 49 U.S.C. 322 or describe modifications proposed to make it compliant.

### Site Schematic

Provide a site schematic for the Candidate Site using a diagram or schematic showing the parking space(s) (final engineering plans are not required). Show locations of existing and proposed designated EV charging parking space(s), EVSE, point of sale equipment, and electric service to the Candidate Site. Also indicate any space available for futureproofing design layout, if available.

### Signature of Candidate Site Host Representative (indicating willingness to work with Proposer on the Project):

Company Name:

Contact Person and Phone Number:

Signature:



# Attachment 10. EVSE Vendor Information and Specifications Compliance

Proposer to confirm EVSE specifications as follows:

EVSE Vendor Information and Specifications		
EVSE Vendor (Entity) Name:		
EVSE Make and Model:		
Contact Name:		
Email address:		
Confirm that the Proposer will supply the minimum on-site chargers and ports that comply with the Plan including but not limited to four (4) ports at the Candidate Site and the minimum charger specifications as follows:		
Charging station power capacity at or above 600 kilowatts (kW) with minimum power per DCFC port at or above 150-kW.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Explain if "No":	
DCFC port at or above 300-kW.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Explain if "Yes":	
Each charger must be capable of simultaneously DC charging four EVs and providing at least 150-kW per SAE Combined Charging System (CCS) standard port.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Explain if "No":	
CHAdEMO standard ports are not required, however Proposers may include them, as well as private plugs, at their discretion in addition to the four CCS ports required at the site. Please note if either of these are included.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Explain if "No":	
Provide list of main EVSE components to be deployed:		

Links to additional specifications:	
Links to product literature:	

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