

STATE OF DELAWARE
Announcement: Request for Proposals
SCOPE OF WORK

The Delaware Alternative Fueling Infrastructure Grant

The Delaware Department of Natural Resources and Environmental Control
Delaware Division of Energy and Climate
Clean Transportation Incentive Program

Please read all information contained in this Scope of Work carefully and make sure that all elements within the application are completed.

www.de.gov/cleantransportation

1. Introduction

Delaware's transportation sector plays a pivotal role in achieving Governor Markell's goals of reducing greenhouse gases and improving our environment. Innovations in the transportation sector are critical to ensuring that Delaware businesses remain competitive. Reducing costs on fuels and vehicles and seeking the newest and best technologies for vehicle fleets to increase Delaware's competitiveness throughout the region.

Delaware has paid particular attention to those technologies and policies that provide both benefits to the economy and the environment. Delaware has made significant strides in reducing greenhouse gases from mobile sources including adopting the Low Emission Vehicle Standards, reducing vehicle miles traveled by the state fleet, and working with our institutions of higher learning to promote new and cutting-edge technologies.

The Delaware Clean Transportation Incentive Program provides a foundation for promoting deployment of alternatively fueled vehicles (electric, propane, natural gas and hydrogen) and the infrastructure to support them. The goal of this program is to provide Delawareans and Delaware businesses with options to find a fuel and a vehicle that best meets their needs and to further encourage the development of Delaware's clean energy economy.

This Request for Proposals (RFP) announces the Alternative Fueling Infrastructure Grant Program, a component of the Delaware Clean Transportation Incentive Program. Through the Alternative Fueling Infrastructure Grant Program, approximately \$1.4 million is available on a competitive basis to offset the costs of equipment associated with the installation of alternative fueling infrastructure including DC fast charging, natural gas, propane and hydrogen fueling stations.

This funding opportunity is made possible by Delaware's participation in the Regional Greenhouse Gas Initiative or RGGI. RGGI is the nation's first cap and trade program designed to reduce carbon dioxide and greenhouse gas emissions from the electricity generation sector. Proceeds generated from RGGI are invested in energy efficiency, renewable energy, and programs designed to reduce greenhouse gas emissions, such as the Delaware Clean Transportation Incentive Program.

2. Program Overview

The Alternative Fueling Infrastructure Grant Program is intended to facilitate the development of alternative fueling stations throughout the State of Delaware and to facilitate the movement of people, goods and products throughout the state.

The Alternative Fueling Infrastructure Grant Program has \$1,400,000 allocated for grants to offset the cost of equipment and materials necessary for the development of public and private alternative fueling stations in Delaware including but not limited to:

- Fast charge electric vehicle charging stations (DC fast charging equipment);
- Compressed and liquefied natural gas fueling stations;
- Propane fueling stations; and
- Hydrogen fueling stations.

Grant awardees can receive reimbursement of up to 50% of the total equipment costs associated with the installation of a proposed *private* alternative fueling station. A private fueling station is one that does not allow use by the public.

Grant awardees can receive reimbursement of up to 75% of the total equipment costs associated with the installation of a *public* alternative fueling station. A public fueling station is one that will allow for alternative fuel purchase and/or use by individuals, businesses and/or government agencies.

The maximum award regardless of fuel, station type or reimbursement rate is \$500,000. DNREC envisions awarding 3-5 grants through this program and reserves the right to decrease or extend funding for this program.

Grants will be awarded on a reimbursement basis. Successful applicants must sign a state contract and comply with the requirements therein. See Appendix B to review the state contract language.

3. Definitions

Applicant- The Applicant is the lead point of contact on the proposed project. The applicant will receive all the correspondence and work with the DNREC Division of Energy and Climate on the deployment of the proposed project.

Eligible Costs- Eligible costs are costs that are eligible under this RFP grant announcement. See Section 7 “Eligible Costs” for additional information.

Greenhouse Gases- Greenhouse gases are any gas that absorbs infrared radiation in the atmosphere. Greenhouse gases include, carbon dioxide, methane, nitrous oxide, chlorofluorocarbons, hydrochlorofluorocarbons, hydrofluorocarbons, perfluorocarbons and sulfur hexafluoride.

Ineligible Costs- Ineligible costs are those costs that do not qualify for funding under this grant announcement. See Section 8 “Ineligible Costs” for additional information.

Private Fueling Station- Any fueling infrastructure built that is **not** open to the general public. Usage is restricted to a specific fleet(s) or to a select group of users.

Public Fueling Station- Any infrastructure built that is accessible to all of the general public for fueling their vehicle. Public fueling stations should have the capacity to accept major credit cards and other forms of payment to ease the fueling operations for the general public.

Total Project Costs- Total project costs, including eligible and ineligible costs, associated with the entire project.

4. Project Eligibility

The following requirements **MUST** be met to be eligible to participate in this competitive grant.

- A.** In accordance with 7 Del Code § 6046 (c)(4), projects must result in quantifiable and verifiable reductions in greenhouse gas emissions in Delaware.
- B.** The project must demonstrate readiness to proceed through achievement of milestones including, but not limited to, control of land and financial commitments.
- C.** If construction and/or site improvement is a component of the application, all construction and/or site improvement related to the proposed project must be completed within two (2) years of signing the final contract.
- D.** The applicant and project team must demonstrate the experience and capacity necessary to complete the project.
- E.** The project must demonstrate that it will produce results that could be readily replicated by others in Delaware and elsewhere.
- F.** Grant recipients must submit data reports to the DNREC Division of Energy and Climate on a quarterly basis for a period of no less than four (4) years. Data reports may include gallons of petroleum (gasoline and/or diesel) displaced, hours of charging, amount of alternative fuel dispensed from the proposed station, etc. Data report format and content will be mutually agreed upon by DNREC and grant recipient and will be defined in the contract (See Appendix B)
- G.** All projects must be located in the state of Delaware.
- H.** All project proposals must have a robust calculation of the estimated amount of greenhouse gases avoided or reduced and gallons of gasoline or diesel displaced and/or avoided by the proposed project.
- I.** The Applicant and Project Team must demonstrate that the proposed project budget is reasonable, applicable and eligible for funding. There will be an evaluation of the proposed budget as part of the evaluation process.

5. Applicant Eligibility

The applicant for each project must be a Delaware-based business, Delaware county/municipal/state agency, academic institution or non-governmental organization (NGOs)¹ In addition all applicants must have a physical presence in the State of Delaware.

6. Applicant Ineligibility

Individuals are not eligible for this program.

7. Eligible Costs

Eligible grant expenses that can be included in this grant application are limited to actual and necessary costs incurred for the purchase of the alternative fueling station equipment.

Equipment eligible for funding includes (but is not limited to):

- Pumps,
- Hoses,
- Nozzles/Dispensers,
- Compressors,
- Dryers,
- Payment and tracking technologies (key pads, credit card readers, etc.),
- Tanks,
- Electrical equipment,
- Electrical conduit,
- Security fencing (fencing around the station only)
- Concrete pad (concrete only),
- Fueling canopies,
- Alternatively fueled power generators,
- Storage tanks,
- Other necessary equipment for the refueling station,
- Necessary signage (i.e. directional signage, safety and usage signage, etc.).

Each applicant must demonstrate how the equipment is necessary for the deployment of the project.

¹ Non-governmental organizations must be in good standings and eligible to receive tax-deductible charitable contributions with the Internal Revenue Service as stated in the Internal Revenue Code under section 501(c)(3).

8. Ineligible costs

Ineligible costs under this grant announcement include any costs that are not necessary equipment. Ineligible costs include (but are not limited to):

- Labor,
- Administration,
- Fringe benefits,
- Printing and supplies,
- Office equipment,
- Acquisition of real estate property,
- Travel,
- Acquisition of permits,
- Landscaping,
- Renewable energy infrastructure (solar, wind, geothermal, etc.), or
- Energy efficiency projects.

Operations and maintenance costs of new or existing infrastructure and/or equipment are not eligible for funding.

9. Evaluation Process

Each grant application shall be subject to two (2) review steps:

1. A preliminary **administrative completeness review** of the grant application to confirm inclusion of all required information. Grant applications determined to be administratively incomplete will be rejected, no further review will be conducted, and the submitting entity will be notified of the rejection.
2. A **program and technical evaluation** of the grant application will be conducted by the Grant Program Review Committee. The Committee will apply the criteria outlined in Section 9 to evaluate and score the applications.

Evaluation Criteria

The following criteria will be used by a Grant Review Committee to review and score applications received for the Delaware Alternative Fueling Infrastructure Grant Program:

Project Award Criteria	Maximum Points Available
Measurable, verifiable reduction in GHG emissions <ul style="list-style-type: none"> - The project will produce a net reduction in greenhouse gas emissions in the State and result in a measurable, verifiable reduction in greenhouse gas emissions relative to the costs of the project. - Projects will be ranked on relative greenhouse gas reductions. 	40
Project Budget <ul style="list-style-type: none"> - The proposed budget is thorough, robust, realistic and detailed 	15
Ability to be Replicated throughout the State <ul style="list-style-type: none"> - The proposed project has the ability to be replicated throughout the state with other fleets or for public access. 	10
Collaboration with other Entities in the State <ul style="list-style-type: none"> - The project includes collaborative efforts between the applicant and project team (an anchor fleet or fleets, utility/fuel provider, vehicle dealer, or manufacturer). 	10
Thoroughness of the Operations and Maintenance and Signage Plan <ul style="list-style-type: none"> - The Operations and Maintenance plan is adequate, robust and demonstrates the long-term Operations and Maintenance of the facility. - The Signage plan is adequate, robust and demonstrates how the facility will be signed and promoted. 	10
Local Jobs and Economic Development <ul style="list-style-type: none"> - The project creates and/or retains local jobs for Delawareans. - The project serves as an economic development engine for local Delaware based companies. 	5
Experience Installing, Operating and Maintaining Alternative Fueling Infrastructure <ul style="list-style-type: none"> - The Applicant and Project Team have demonstrated expertise in installing, operating and maintaining alternative fueling infrastructure. 	5
Proposed Project Location <ul style="list-style-type: none"> - The project is sited near a major highway or transportation corridor, shipping route, or near a shipping logistics center. - The project avoids environmentally sensitive areas and critical habitat. 	5
TOTAL	100 points

Each applicant will be expected to address each of the above scoring and award criteria in their application. DNREC Division of Energy and Climate reserves the right to award grants to maximize geographic distribution, technology diversity and to limit the number of awards given to any applicant submitting multiple applications.

10. Application Procedure

Each applicant is required to complete an application form and provide all the supporting documentation included in the application form (Appendix A). All applications are due to the Division of Energy and Climate **NO LATER THAN Monday, February 29, 2016 at 4:30pm EST. In order to reduce paper waste, we will only accept applications in an electronic format.** Applications must be submitted in PDF format or by dropping off or mailing the completed materials on an electronic format (CD or DVD). Emailed applications are limited to a file size of 10 MB.

Applications should be submitted to one of the following address:

Email: DNREC.Transportation@state.de.us

Mail: *Delaware Clean Transportation Incentive Program
Attn: Kathleen Harris
100 W. Water Street, Suite 5A
Dover, Delaware 19904*

Applicants will be notified within five (5) business days of the receipt of their application.

Please note that due to an office move, applications will be accepted via mail and in-person ONLY between Tuesday, December 15, 2015 and Monday, February 29, 2016 at 4:30pm EST. Emailed applications will be accepted at any time prior to the deadline.

11. Project Duration

All construction and/or site improvements must be completed within two (2) years of signing the final contract, if the application requires construction and/or site improvement. The overall project period will be defined as a part of the final scope of work and grant contract. Applicants will be required to submit quarterly progress reports for no less than four (4) years after the implementation of the project. Timelines for reporting and protocols will be specified in the final contract.

12. Project Siting

Accessibility and geographic distribution of the stations is a critical component of this program in order to facilitate the movement of people and goods throughout the state.

Each proposed location should meet the following criteria:

- The location shall be clearly outlined in the submitted application. Public stations located near or on a major highway or transportation corridor, shipping route, or near a shipping logistics center may receive additional points.
- Each applicant must have or be able to secure necessary property rights, easements, right of

way and access to the property for the station. Documentation (e.g. a letter of commitment, lease, or property title) must be included in the grant application.

- The station must avoid permanent damage or deterioration to environmentally sensitive areas including but not limited to: wetlands, floodplains, mature forests and other sensitive habitats.
- The station must have access to electronic payment options.

Each proposal with a public component should meet the above siting criteria as well as the following:

- Be operable and accessible to the public and contain adequate lighting and other equipment that can be operated in all weather conditions.
- Signage and station communications should be clear so that the public easily understands the fuels that are offered at the station.
- The station must be operable year round and be maintained to avoid any obstacles (debris, snow, ice, etc.) to the station- including all entrances and exits.

13. Project Timeline

The table below outlines important dates and deadlines for this program.

Action	Date
Announcement of funding	Monday, October 19, 2015
Pre-Application Conference Call Call in: 1-877-643-6951 Passcode: 42391937	Monday, November 16, 2015 from 3pm to 4:30pm EST* (or until all questions are addressed)
All questions must be submitted	Monday, December 7, 2015 at 4:30pm EST
Answers to all submitted questions will be posted on the website	Monday, January 11, 2016 at 4:30pm EST
Start date for applications to be submitted by mail or in- person (*emailed applications will be accepted at any time prior to the deadline)	Tuesday, December 15, 2015
Proposals Due	Monday, February 29, 2016 No later than 4:30pm EST
Notification of grant winners	Friday, May 27, 2016

*** Please note that the Conference Call will begin at 3pm with an overview of the grant program, eligibility criteria and application procedures. General questions will be answered and a list of technical questions will be compiled. The conference call will continue until all questions have been accepted.**

14. Pre-Application Conference Call

The intent of the pre-application conference call is to present an overview of the grant program and to answer general and procedural questions. The conference call will take place on Monday, November 15th at 3pm EST.

To join the toll-free conference call, dial 1-877-643-6951 and enter the passcode 42391937#. The conference line will be available until 4:30pm EST, or until all questions are addressed.

Technical questions and other questions that cannot be answered during the pre-application conference call will be compiled. These questions will be posted on the grant website

(www.de.gov/cleantransportation) with answers no later than 4:30pm EST on Monday, January 11, 2015. Many questions will be answered prior to that date; applicants should check the website periodically for question answers and FAQs.

15. Technical Specifications

The following are the minimum specifications for alternative fueling stations eligible for grant funding:

DC fast charger:

- Direct-current (DC) fast charging equipment, typically (480 V 3-phase AC input) must be installed to enable rapid charging of electric vehicles.
- The minimum power level is 20Kw. Greater power levels are encouraged.
- The project must include BOTH CHAdeMO and SAE combo charging standards (either as a dual connector or as two separate stations).

Hydrogen

- To the extent practicable and with consideration of local ordinances, the following should be used as a guideline for hydrogen refueling station design:
 - o The station should be in accordance with the National Fire Protection Association (NFPA) 2: Hydrogen Technologies Code: 2011, <http://www.nfpa.org>
 - o The station must be designed to accept the delivery of hydrogen fuel from a mobile Refueler OR hydrogen tube trailer if on-site hydrogen production goes offline.
 - o Hydrogen dispensed at the station(s) shall meet the requirements in the Society of Automotive Engineers (SAE) International J2719: 2011 "Hydrogen Fuel Quality for Fuel Cell Vehicles" (www.sae.org)
 - o The station should have a minimum average daily fueling capacity of no less than 100kg. Each project must be able to deliver the rated daily capacity over a 12 hour period. The average daily station capacity (kg/day) shall be the total kg of hydrogen that can be delivered to a 7 kg-capacity fuel cell vehicle according to the SAE J2601, over a 12 hour period.

Natural Gas

- Station must dispense fuel at a minimum rate of 8 gasoline gas equivalent (GGE) per minute.
- Station must sell natural gas at a pressure of at least 3,600 psi.
- Installations must follow NFPA 52: Vehicular Gaseous Fuel Systems Code

Propane

- Stations must follow NFPA 58: Liquefied Petroleum Gas Code.
- Station must have a minimum flow rate of 8 GGE/minute
- Installations must dispense HD5 grade propane
- Installations must be able to accommodate multiple vehicle classes.

16. Operations and Maintenance Plan

All applicants must include a proposed Operations and Maintenance Plan with their application. The Operation and Maintenance plan should outline how the Owners and Operators will manage the installed equipment and ensure that it remains in good working order. The Operations and Maintenance plan should also include a succession plan for how future Owners and Operators will manage the facility in the future.

17. Signage Plan

All fueling stations must comply with federal highway and State of Delaware signage requirements. Specific signage that will be located on the property is at the discretion of the jurisdiction or property owner.

Private Stations must have signage that directs designated fleets to fueling, emergency operation procedures, and other critical station components.

Public stations must have the above signage as well as signage that directs the general public to the fueling station and signage that assists customers in fueling.

The signage plan should detail how signage will assist customers locate and identify the refueling sites, emergency contact information, and other pertinent information.

For more information on Federal Highway Signage Requirements and the Delaware Department of Transportation's signage requirements please visit

http://deldot.gov/information/pubs_forms/manuals/de_mutcd/

18. Compliance with Americans with Disability Act and Accessibility (ADA)Standards for Public Stations

Public stations installed under this grant must be accessible to all drivers. Each successful applicant must demonstrate that the installation will meet the accessibility standards outlined in the Americans with Disabilities Act. For more information please visit

<http://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards.htm#accessibilitystdscompliance>

19. No Exemption from Public Works and/or Prevailing Wage Code

Receipt of grant funding from this project shall not exempt state agencies, if applicable, from the adherence to Chapter 29, Title 69, [§ 6960](#) Prevailing wage requirements as identified. Further, any state agency shall be required to adhere to [§ 6961](#) Small public works contract procedures or [§ 6962](#) Large public works contract procedures, if applicable to the scope of the recipient's intended project.

20. Cancellation

The DNREC Division of Energy and Climate reserves the right to cancel this RFP, accept or reject any and all proposals in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussion with all qualified or potentially qualified offering parties in any manner necessary to serve the best interests of the State.

21. Grant Notification

To the extent possible, the DNREC Division of Energy and Climate will notify applicants regarding award decisions within ninety (90) days of the project application due date.

Grant Award Conditions

- All grant awardees will be required to sign a State Contract (see Appendix B).
- All grant awards will be made via a Delaware Department of Natural Resource and Environmental Control Grant Contract and associated grant conditions (Appendix B).
- All grant award recipients will be required to submit quarterly project progress reports for a period of no less than four (4) years. Generally, progress reports must describe the project implementation success and actual greenhouse gas reductions resulting from project completion, utilization of infrastructure, difficulties encountered during the reporting period, and successes encountered during the reporting period.
- All payments for this program are by reimbursement only. Grant payments will be reimbursed based on actual costs incurred during the completion on the project. All receipts are due at the completion of the project for reimbursement. All reimbursements are contingent on the completeness and correctness of the submitted final report, as well as complete documentation of the costs incurred (all receipts for equipment will be required). The content and schedule for the payment will be determined in the final grant contract.
- Contracts must be fully executed within 60 days of award notification or risk forfeiture of the grant award. The Division of Energy and Climate may, at its discretion, extend the time of execution.

22. Questions

All questions concerning this RFP must be submitted by e-mail to: DNREC.Transportation@state.de.us or by calling 302-735-3480.

All questions regarding this RFP and Scope of Work must be received no later than 4:30pm EST on Monday, December 7, 2015. All questions and responses will be posted on the website (www.de.gov/cleantransportation) as well as on the State's Bid Solicitation Directory (<http://bids.delaware.gov/>) no later than 4:30pm EST on Monday, January 11, 2015.

23. Contact Information

For more information about this RFP, please contact:

Kathleen Harris or Susan Love

Delaware Division of Energy and Climate

302-735-3480

Kathleen.Harris@state.de.us

Susan.Love@state.de.us

APPENDIX A

DELAWARE GREENHOUSE GAS REDUCTION PROJECTS GRANT 2015 PROGRAM

The Delaware Alternative Fueling Infrastructure Grant Program

APPLICATION FORM

Project Title:

Applicant Information

(This person will serve as the principal point of contact):

The lead applicant is required to submit a resume and/or qualifications as part of this application.

Name:

Title:

Company:

Address:

City, State, Zip Code:

Work Phone:

Email Address:

Project Team:

Please list all principals on the project team and their associated title and company. All project team members are required to submit a resume and/or qualifications as part of this application. Please add additional team members as appropriate. If additional space is needed please label pages in your application package "Title of Project, Project Team"

Project Team Member:

Title:

Company:

Project Team Member:

Title:

Company:

Eligibility Requirements

To be eligible for this grant all applicants and applications must meet the following criteria. Please indicate that the proposal meets all the identified criteria. If additional space is needed please label pages in your application package "Title of Project, Eligibility Requirements"

- 1. In accordance with 76 Del. Laws, c. 262, §6046 (4), projects eligible for funding are those that *"result in quantifiable and verifiable reductions in greenhouse gas emissions in Delaware."***

Does the proposal meet the stated eligibility requirements stated above?

Yes

No

Please provide a short description of how the project meets this requirement (200 words or less)

- 2. The project must demonstrate readiness to proceed through achievement of milestones including but not limited to control of land, and financial commitments.**

Does the proposal meet the stated eligibility requirements stated above?

Yes

No

Please provide a short description of how the project meets this requirement (200 words or less)

- 3. The applicant demonstrates the experience and capacity to complete the project (all construction and/or site improvements) within 2 years of signing the final contract.**

Does the proposal meet the stated eligibility requirements stated above?

Yes

No

Please provide a short description of how the project meets this requirement (200 words or less)

- 4. The project is expected to produce results that could be readily replicated by others in Delaware and elsewhere.**

Does the proposal meet the stated eligibility requirements stated above?

Yes

No

Please provide a short description of how the project meets this requirement (200 words or less)

5. **The Applicant is a Delaware-based businesses, Delaware county/municipal/state governmental agency, non-governmental organization (NGO) or another Delaware based company with a physical presense in Delaware.**

Does the proposal meet the stated eligibility requirements stated above?

Yes

No

Please provide a short description of how the project meets this requirement (200 words or less)

6. **The proposed project will benefit Delawareans and/or a Delaware based business and be located in the State of Delaware.**

Does the proposal meet the stated eligibility requirements stated above?

Yes

No

Please provide a short description of how the project meets this requirement (200 words or less)

Executive Summary

Please provide an executive summary of the proposed project (500 words or less). Please include a list of any collaborations with fleets, utilities, partners, companies, etc. If additional space is needed please label pages in your application package "Title of Executive Summary"

Statement of Project Objectives, Detailed Scope of Work and Proposed Schedule

Please state the project objectives and provide a detailed scope of work along with a work schedule in the space below. Please describe the proposed geographic location (a map should be included) and describe how this station will assist in moving people, goods and products throughout the State and Region. If there is a public component to the project please describe how customers will access the refueling site. If permits (County, State, Local, Land Use, Fire, Building and/or Environmental) are necessary for this project please list all known permits and the timelines to secure them.

If additional space is needed please label pages in your application package "Title of Project, Statement of Project Objectives, Detailed Scope of Work and Schedule"

Project Team’s experience installing, operating, and/or maintaining alternative fueling infrastructure and stations.

Please detail experience including previous projects and past experience. If additional space is needed please label pages in your application package “Title of Project,Project Team’s Experience with Alternative Fueling Infrastructure”

Technical Requirements Listed in Section 16 “Technical Specifications” of the RFP

Please describe the technology that will be used in the project and how it aligns with the technical requirements outlined in Section 16 of the RFP. Please be specific when listing technology, equipment and other requirements outlined in Section 16 “Technical Specifications” of the RFP. If additional space is needed please label pages in your application package “Title of Project, Technical Requirements”

Estimated Greenhouse Gas Reductions

This section should detail your greenhouse gas reductions based on the proposed project. To be eligible for this grant, the applicant must demonstrate “quantifiable and verifiable reductions in greenhouse gas emissions in Delaware”. The Applicant and Project Team should provide as much detail as possible including but not limited to number of vehicles using the infrastructure, gallons used, estimated public usage and other key components. If additional space is needed please label pages in your application package “Title of Project, Estimated Greenhouse Gas Reductions”

Both A. and B. must be filled out by the applicant.

- A. Please describe how the proposed project will reduce gallons of fuel consumed. Please indicate the amount of petroleum (gasoline or diesel) displaced and indicate the displacement on a quarterly basis.

Please indicate the current fuel being used (circle) Gasoline Diesel

Gallons consumed per quarter (currently)	Gallons consumed per quarter with proposed project	Reduction in fuel consumption per quarter

- B. Please describe and calculate the greenhouse gas reductions achieved through this project. Please describe in detail, show all calculations, and list all greenhouse gas reductions associated with the proposed project below.

If additional space is needed please include an additional write-up in your application package clearly labeled “GHG Emission Reduction Calculations”

Project Budget

Please be as detailed as possible when completing your budget. If additional space is needed, please label pages in your application package “Title of Project, Project Budget”.

The applicant is responsible for detailing the proposed budget associated with the project. This include “eligible costs” which includes the equipment necessary for the project and the “ineligible costs” which includes the other expenses related to the project.

Total project costs, including eligible and ineligible costs, associated with the entire project.

See Section 3 “Definitions” under the Grant RFP for this project for additional information.

Eligible Costs are those costs that qualify for funding under this RFP grant announcement. See Section 7 “Eligible Costs” under the Grant RFP for this project for additional information.

Ineligible costs are those costs that do not qualify for funding under this grant announcement. See Section 8 “Ineligible Costs” under the Grant RFP for this project for additional information.

Project Budget- (Not including equipment or eligible costs- see next page)			
Project Costs (examples below)	Description (i.e. make and model, type, etc.)	Number of Each Item (if applicable)	Estimated Costs
Land Acquisition			
Permitting			
Labor			
Engineering			
Consulting			
Administrative			
Total Project Budget (not a matching requirement)			\$

Please Answer the Following Questions

All answers should be 1000 words or less. If additional space is needed please label pages in your application package "Title of Project, Follow-up Questions".

1. Please state how the proposed project will enhance alternative fueled transportation in Delaware. by reducing greenhouse gas emissions and reducing consumption of gasoline and/or diesel.

2. Please state how the proposed project will reduce greenhouse gas emissions and reduce gasoline and/or diesel consumption in the state of Delaware.

3. Please describe the jobs created (construction and full-time permanent) by this project. Please note permanent jobs created vs temporary jobs created and the job category.

4. Please describe the public benefit and the benefit to the State of Delaware.

Attachments

All attachments should not be longer than 2 pages in length. All attachments must be clearly labeled.

- Applicant and Project Team Resumes
- Implementation Plan
- Operations and Maintenance Plan
- Signage Plan

DRAFT

APPENDIX B

DELAWARE GREENHOUSE GAS REDUCTION PROJECTS GRANT 2015 PROGRAM

The Delaware Alternative Fueling Infrastructure Grant Program

Grant Agreement- Draft

DRAFT---GRANT AGREEMENT

THIS GRANT AGREEMENT (“Agreement”) is made as of _____, 20____ (“Effective Date”) by and between The State of Delaware, Delaware Department of Natural Resources, **[Division of Energy and Climate** (“Grantor”), and **[NAME OF ENTITY/ORGANIZATION RECEIVING GRANT FUNDS]** (“Grantee”).

W I T N E S S E T H :

WHEREAS, Grantor is charged with administering and granting funds from the Regional Greenhouse Gas Initiative (RGGI) under the Delaware Clean Transportation Incentive Program . RGGI CODE HERE.

WHEREAS, Grantee has made an application dated _____ (“Application”) to Grantor for a Grant under the CEPF Program, in an amount not to exceed _____ Dollars (\$____). The Grant funds shall be used by Grantee to carry out the **[Name of the Project]** (“Clean Transportation Project”), as more completely described herein.

WHEREAS, Grantor, with consultation from the Delaware Division of Energy and Climate (DEC), has (i) considered the Application under the criteria for the Delaware Clean Transportation Incentive Program, and (ii) resolved to Grant _____ Dollars (\$_____) to the Grantee in accordance with the terms and conditions of this Agreement and Attachments hereto.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Obligation(s) of Grantee.

- (a) Grantee shall use the Grant Funds to carry out the Delaware Clean Transportation Incentive Program Project, herein described and in the Application and Attachments hereto as Appendix B:

[DESCRIBE COMMUNITY ENVIRONMENTAL PROJECT]

- (b) Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any amendments or modifications thereto); (b) Grantor's Grant Application Instructions; and (c) Grantee's Application for grant funds. The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.
- (c) Grantee shall appoint a "Project Manager" or "Contact Person" who will oversee the completion of the Delaware Clean Transportation Incentive Program Project and serve as a person of contact for Grantee in communications with Grantor. Grantee will notify Grantor of changes to the "Project Manager" or "Contact Person" within a reasonable time not to exceed thirty (30) days.
- (d) Grantee shall undertake to conduct and complete the Project in a professional and competent manner. Grantee shall take reasonable efforts to assure that the Project is in conformance with all pertinent federal, state, and local statutes, codes, ordinances, resolutions and other applicable regulations. Grantee shall solely bear the costs of permits and other relevant costs required in the performance of the Project.

2. Obligations of Grantor; Disbursement & Limitation of Grant Funds.

- (a) Grantor shall serve as administrator of the Grant Funds under this Agreement. Grantor shall furnish Grant Funds to Grantee on a reimbursable basis. Upon incurring eligible expenses, Grantee shall complete and submit to Grantor a "Delaware Clean Transportation Project Reimbursement Request Form," ("Reimbursement Request Form") attached hereto.
- (b) Grantor shall reimburse Grantee within thirty (30) days of receipt of Grantee's Reimbursement Request. If Grantor disputes a portion of a Reimbursement Request, Grantor agrees to pay the undisputed portion of the Reimbursement Request within thirty (30) days of receipt and to provide Grantee a detailed statement of Grantor's position on the disputed portion of the Reimbursement Request within thirty (30) days of receipt.
- (c) Grantor shall not be obligated to reimburse Project costs incurred by Grantee on a date before a Purchase Order allocating the Grant Funds has been approved by the Delaware Department of Finance. Grantor shall notify Grantee within a reasonable time not to exceed fourteen (14) days of when the Purchase Order has been approved. Grantee shall be solely responsible for all costs and expenses incurred before a Purchase Order allocating the Grant Funds is approved. Grantor's total liability that

may become due under this Agreement is limited to the total maximum expenditure(s) authorized in Grantor's Purchase Order.

- (d) Grantor's obligation to reimburse Grantee will not exceed the total amount of Grant Funds (\$_____) awarded to Grantee from the Delaware Clean Transportation Incentive Program Fund and authorized in the Purchase Order. Grantee is solely responsible for any and all costs or expenses incurred in excess of the Grant Funds awarded. Grantor is in no way liable for any such excess costs, fees or expenses.
- (e) Grantee shall submit its Final Reimbursement Request Form for all remaining "Eligible Project Costs," along with its "Final Project Financial and Narrative Reports," within Sixty (60) days of completing its Delaware Clean Transportation Incentive Program Project. Any awarded Grant Funds remaining after Grantor has made its final reimbursement to Grantee shall be returned to the Delaware Clean Transportation Incentive Program .
- (f) Grantor reserves the right to withhold disbursement of Grant Funds if Grantor determines, in its sole discretion, that Grantee's performance or completion of the Project is in violation of any federal, state, or local law or rule; or creates a risk to the public health, safety or environment.
- (g) Grantor is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.

3. Term.

- (a) This Agreement shall commence upon the execution of this Agreement by the parties, and shall continue until Grantor provides Grantee its final disbursement of Grant Funds due on Grantee's Final Reimbursement Request Form; or for One (1) year from the Execution Date, whichever occurs first. The parties may agree, by writing, to extend this Agreement for a mutually agreeable term to be specified in the writing.

4. Independent Status. It is understood that Grantee is an independent entity, and is not an agent or employee of Grantor. Grantee shall complete the Project in its own manner and method. Grantee shall be solely responsible for, and shall indemnify, defend and save Grantor harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

5. Modifications. Grantee shall provide written notice to Grantor within a reasonable time not to exceed Thirty (30) days of planned changes or modifications which impact the scope, purpose, objectives, or nature of the Project for which the Grant Funds were awarded. If Grantor determines that the changes or modifications are of such

significance as to no longer qualify the Project for Grant Funds, Grantor may terminate this Agreement in its discretion.

6. Assignment. Any attempt by Grantee to assign or otherwise transfer any interest in this Agreement without the prior written consent of Grantor shall be void.
7. Termination.
 - (a) Grantor may, by written notice to Grantee, terminate this Agreement if it is found that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Grantee or any agent or representative of Grantee to any officer or employee of the State of Delaware or Grantor with a view toward securing a contract or securing favorable treatment with respect to the awarding of Grant Funds or making of any determinations with respect to the performance of this Agreement.
 - (b) If sufficient funds are not appropriated by the Delaware General Assembly, or other appropriate federal or state agency, to sustain in whole or in part Grantor's performance under this Agreement; or if such appropriation is reduced such that the amount of the appropriation is insufficient to sustain said performance; this Agreement shall be null and void at the insistence of Grantor. Funds cannot be recalled or otherwise taken back once disbursed to Grantee.
 - (c) Grantee acknowledges that Grantor has an obligation to ensure that public funds are not used to subsidize private discrimination. Grantee recognizes that if it refuses to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, Grantor may declare Grantee in breach of this Agreement, terminate this Agreement, and designate Grantee as non-responsible.
 - (d) Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, Grantor shall have the right to terminate this Agreement.
8. Indemnification. Grantee shall indemnify and hold harmless Grantor, the State of Delaware, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of (A) the negligence or other wrongful conduct of Grantee, its agents or employees, or (B) Grantee's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided as to (A) or (B) that (i) Grantee shall have been notified promptly in writing by Grantor of any notice of such claim; and (ii) Grantee shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.
9. Insurance.

(a) Grantee shall maintain the following insurance during the term of this Agreement or any extension thereto:

1. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law, and
2. Comprehensive General Liability - \$1,000,000.00 per occurrence/\$3,000,000 general aggregate, and
3. Medical/Professional Liability - \$1,000,000.00 per occurrence/\$3,000,000 general aggregate; or
4. Miscellaneous Errors and Omissions - \$1,000,000.00 per occurrence/\$3,000,000 general aggregate, or
5. Product Liability - \$1,000,000.00 per occurrence/\$3,000,000 general aggregate, and
6. If required to transport state employees, Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

(b) Grantee shall provide Forty-Five (45) days written notice of cancellation or material change of any policies.

(c) Before any activity in furtherance of this Agreement is undertaken by Grantee, the Certificate of Insurance and/or copies of the insurance policies, referencing the Agreement Number stated herein, shall be filed with the State. The certificate holder is as follows: DNREC, Division of Energy and Climate.

(d) In no event shall the State of Delaware be named as an additional insured on any policy required under this Agreement.

10. Notices. All notices, reports or other written communication required or permitted herein shall be given in writing to the addresses set forth below:

If to Grantor:

The Delaware Division of Energy and Climate
506 S. State Street, Suite 5A
Dover, Delaware 19901
302-735-3480

If to Grantee:

[Provide Grantee contact information]

11. Force Majeure. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.
12. Entire Agreement; No Oral Modification. This Agreement constitutes the entire agreement pertaining to the subject matter hereof between Grantor and Grantee. Neither this Agreement nor any Appendix may be modified or amended except by the mutual written agreement of the parties. The provisions of this Agreement supersede all prior oral and written applications, quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.
13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. Grantee consents to jurisdiction and venue in the State of Delaware.
14. Severability. If any term or provision of this Agreement shall be held illegal, invalid or unenforceable by a Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement. Such term or provision held invalid shall be deemed modified to the extent necessary in the Court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.
15. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and shall not be construed to define, limit or prescribe the scope or intent of this Agreement or any part thereof.
16. Surviving Clauses. The following clauses survive the termination of this Agreement: Section 5 "Indemnification;" Section 10 "Governing Law."
17. Miscellaneous Provisions.
 - (a) The rights and remedies of Grantor provided for in this Agreement are in addition to any other rights and remedies provided by law. Grantor and the State of Delaware do not waive its sovereign immunity by entering into this contract and fully retain all immunities and defenses provided by law with regard to any action based on this Agreement.
 - (b) Grantee will not use the State of Delaware's name or the Great Seal of the State of Delaware, either expressly or impliedly, in any of its advertising or soliciting materials without the State of Delaware's express written consent.

- (c) Grantee certifies that the information reported herein is true, accurate and complete to the best of Grantee's knowledge based upon reasonable diligence of individuals with material knowledge of the Project. Grantee understands that these representations are made in support of claims for government funds.

[This section left intentionally blank, signatures follow]

DRAFT

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

**GRANTOR
STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES
AND ENVIRONMENTAL CONTROL**

Witness: _____

Name: _____

Title: _____

Date: _____

Date: _____

GRANTEE

[_____]

Witness: _____

Name: _____

Title: _____

Date: _____

Date: _____

DRAFT