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Washington State Department of Commerce | ENERGY DIVISION

Energy Contracts Routing Slip

Reviewed by	I verify that:	Initials
PROGRAM MANAGER	• Any and all changes made are within my delegated authority and responsibilities • Fund source reviewed and contract amount approved • If applicable, fund allocation spreadsheet emailed to appropriate staff • Fund obligation discussed, reviewed and memo approved by leadership and appointing authority prior to routing contract or amendment, if applicable	DS FW
BUDGET STAFF	• Any and all changes made are within my delegated authority and responsibilities • Reviewed allotment authority and coding • Appropriate award paperwork in place, if applicable • Reviewed contract/amendment entry in CMS	DS JP
MANAGING DIRECTOR	• Any and all changes made are within my delegated authority and responsibilities • Fund source, contract terms, scope of work reviewed and approved • Final review before appointing authority signature	DS SH
ASSISTANT DIRECTOR *cc: Energy Admin Lead*	• Contract, amendment, or memo approved and signed by the Approving Authority	[Signature on document]

Instructions:

- Use this slip when soliciting any signature from the Energy Assistant Director or Deputy Assistant Director
- Attach this slip to the top of your DocuSign envelope *before* any additional materials
- When routing, only staff implicated in a request need to initial this slip. Inapplicable initial cells may be left empty
- The DocuSign envelope should be *context complete* and all relevant explanatory material attached
- **Questions?** Contact your Unit Admin or the Energy Admin Lead

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Interagency Agreement with

City Of Sequim

through

Washington Electric Vehicle Charging Program (WAEVCP)

Contract Number:
24-92802-026

For

City of Sequim Fleet Depot Charging- 1 Site

Dated: Sunday, September 1, 2024

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Washington State Department of Commerce

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Washington State Department of Commerce

Face Sheet

Contract Number: 24-92802-026

Energy Division, Clean Transportation Unit

Washington Electric Vehicle Charging Program (WAEVCP)

1. Contractor City Of Sequim 152 W Cedar St Sequim WA 98382	**2. Contractor Doing Business As (as applicable)** N/A
3. Contractor Representative Meggan Uecker Resource Analyst 360-912-5901 Muecker@sequimwa.gov	**4. COMMERCE Representative** Crystal Ralkey Contract Manger 360-725-5027 Crystal.Ralkey@commerce.wa.gov 1101 Plum St SE PO Box 42525 Olympia, WA 98504-2525

5. Contract Amount	6. Funding Source	7. Start Date	8. End Date
$32,000.00	**Federal:** ☐ **State:** ☒ **Other:** ☐ **N/A:** ☐	09/01/2024	08/27/2025 Provided funds are re-appropriated into the next biennium.

9. Federal Funds (as applicable)	Federal Agency:	ALN
N/A	N/A	N/A

10. Tax ID #	11. SWV #	12. UBI #	13. UEI #
91-6001502	SWV002070/01	055-000-001	NM5JSN3QY4K8

14. Contract Purpose
To Install 4 L2 Ports at 1 Site In City of Sequim.

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Site List, Attachment "D" – Sample Application Manual.

FOR CONTRACTOR

Matthew Huish, City Manager

DocuSigned by:
Matthew Huish
2C1A34118944450...
Signature

8/16/2024 | 4:08 PM PDT
Date

FOR COMMERCE

DocuSigned by:
Michael Furze
10B18292855448A...
DS
MF
Michael Furze, Assistant Director

Date

Washington State Department of Commerce

Kristina Nelson Gross, City Attorney Signed by: Kristina Nelson Gross 80BA3B322349406... Signature 8/16/2024 | 4:15 PM PDT Date	**APPROVED AS TO FORM ONLY** **BY ASSISTANT ATTORNEY GENERAL** **APPROVAL ON FILE**

Program Specific Terms and Conditions

1. SUBCONTRACTING (REPLACES GENERAL TERMS AND CONDITIONS #15)

The Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Agreement; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Agreement. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Agreement. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Agreement. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

2. TREATMENT OF ASSETS (REPLACES GENERAL TERMS AND CONDITIONS #20)

The parties do not anticipate that Commerce will furnish property (other than the state funds granted herein) to Grantee for use in Grantee's performance under this Agreement; provided, however, that title to any other property that may be so furnished by Commerce shall remain in Commerce. Commerce claims no ownership for the materials, goods, or services purchased by the Grantee for the completion of this Agreement, regardless of reimbursement status under this agreement.

A. Any property of Commerce furnished to the Grantee shall, unless otherwise provided herein or approved by Commerce, be used only for the performance of this agreement.
B. The Grantee shall be responsible for any loss or damage to property of Commerce that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
C. If any Commerce property is lost, destroyed or damaged, the Grantee shall immediately notify Commerce and shall take all reasonable steps to protect the property from further damage.
D. The Grantee shall surrender to Commerce all property of Commerce prior to settlement upon completion, termination or cancellation of this agreement

All reference to the Grantee under this clause shall also include Grantee's employees, agents or subcontractors.

Washington State Department of Commerce

3. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

If this Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at CCA brand toolkit, including:

A. Any project related website or webpage that includes logos from other funding partners;
B. Any publication materials that include logos from other funding partners;
C. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
D. Any equipment purchased with CAA funding through a generally visible decal

4. UNILATERAL AMENDMENT

Commerce may, at any time, by written notification to Contractor, unilaterally amend the scope of work to be performed under this Contract, the period of performance, the site list (Attachment C), and/or the contract amount and budget. These unilateral changes shall be effective as set forth in the amendment or upon signature by Commerce, if no date has been set forth.

Contractor will be deemed to have accepted any such unilateral amendment unless, within 15 calendar days after the date the amendment is signed by Commerce, the Contractor notifies Commerce in writing of its non-acceptance of such unilateral change. The Contractor and Commerce will then use good faith efforts to negotiate an amendment acceptable to both parties.

Failure to reach agreement shall constitute a dispute concerning a question of fact within the meaning of the Disputes provision contained in this Contract. However, nothing in this provision shall excuse the Contractor from proceeding with the Contract as amended. Contractor must continue to provide the contracted services, including any unilaterally amended services, during any period of non-acceptance or negotiation of a unilateral amendment.

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Washington State Department of Commerce

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed the amount shown as contract amount on the face sheet, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE via the Commerce Contracts Management System, which is available through the Secure Access Washington (SAW) portal.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-92802-026. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of $50.00 or more in order to receive reimbursement. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.
The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

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Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Program Specific Terms and Conditions
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Site List
- Attachment D – Sample Application Manual

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Washington State Department of Commerce

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

A. "Authority having jurisdiction (AHJ)" shall mean the organization, office, or individual responsible for issuing permits, approving layout drawings, enforcing the requirements of a code or standard or approving materials, an installation, or a procedure.

B. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.

C. "COMMERCE" shall mean the Washington Department of Commerce.

D. "Central system" shall mean the central system that communicates with one or more chargers, for example, to authorize users, monitor charger status, and/or collect, transmit, record, and manage other information.

E. "Chargers" shall have the same meaning as "electric vehicle supply equipment (EVSE)". The physical unit controlling the power supply to one or more vehicles during a charging session.

F. "Charging ports" shall mean an access point for electric vehicle charging that is equivalent to the number of vehicles that can be charged at the listed power level concurrently at the same charger. A single charger may have one or multiple charging ports, and a single charging port may have one or multiple connectors.

G. "Combined Charging Standard (CCS)" shall mean the plug standardized as SAE J1772 Combo delivering DCFC power between the charger and the on-board vehicle charging equipment.

H. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.

I. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.

J. "Direct current fast charger (DCFC)" shall mean EVSE that supplies at least 100 kilowatts (kW) of electricity through each charging port during a charging session.

K. "Downtime" shall mean time during which a charging port is not operational as defined in Attachment A: Scope of Work.

L. "Electric vehicle supply equipment (EVSE)" shall have the same meaning as "charger". The physical unit controlling the power supply to one or more vehicles during a charging session.

M. "Failed charging session" shall mean an incident when the criteria for a successful charging session are not met following a charging attempt.

N. "Labor hours" shall mean the total hours of workers receiving an hourly wage who are directly employed on a project site.

O. "Level 2 charger" shall mean EVSE that supplies at least 7.2 kW of electricity through each charging port during a charging session.

P. "Multifamily mapping tool" shall mean the mapping tool developed and provided by Commerce during the application phase to determine scoring for multifamily project sites.

Q. "North American Charging Standard (NACS) connectors" shall mean the plug, currently being standardized as SAE J3400 and also known as the Tesla charging standard, delivering power between the charger and the on-board vehicle charging equipment

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R. "Office of Minority and Women's Business Enterprises (OMWBE) contractor" shall mean small businesses owned and controlled by minority, women, and socially and economically disadvantaged persons as certified by OMWBE.

S. "Open Charge Point Interface (OCPI)" shall mean a communications protocol between charging network central management systems intended to facilitate customers roaming between networks.

T. "Open Charge Point Protocol (OCPP)" shall mean an open-source communication protocol that specifies communication between chargers and the charging networks that remotely manage the chargers.

U. "Operational or in operation" shall have the following meaning: A charging port is considered operational or in operation when its hardware and software are both online and available for use, or in use, and the charging port successfully dispenses electricity as expected.

V. "Overburdened community" shall mean a Census tract with a rating of 9 or 10 on the Environmental Health Disparities map as maintained by the Washington State Department of Health.

W. "Preventive maintenance" shall mean any maintenance that is carried out prior to failure detection and is aimed at preventing a charging port from becoming non-operational.

X. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Y. "Project Labor Agreement (PLA)" shall mean pre-hire collective bargaining agreements negotiated between one or more construction unions and one or more construction employers (subcontractors) that establish the terms and conditions of employment for a specific construction project.

Z. "Project site" shall have the same meaning as a charging station. A single property parcel, or part of a single property parcel, where one or more EVSE funded by the Washington Electric Vehicle Charging Program are located. A project site includes the EVSE, ports, connectors, parking areas served by the EVSE, and lanes for vehicle ingress and egress.

AA. "Public mapping tool" shall mean the mapping tool developed and provided by Commerce during the application phase to determine scoring for publicly available project sites.

BB. "Society of Automotive Engineers (SAE) J1772 connectors" shall mean the plug standardized as SAE J1772 delivering Level 2 power between the charger and the on-board vehicle charging equipment.

CC. "Site owner" shall mean the property owner of the land where the charger is physically located. The site owner may or may not be the owner of the charger.

DD. "Site number" shall mean the number assigned to each site during application submission that will be used for identification throughout this contract. "State" shall mean the state of Washington.

EE. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

FF. "Successful charging session" shall mean an incident when, following a charge attempt, a customer's electric vehicle battery is charged to the state of charge the customer desires and is disconnected manually by the customer or by the EV's onboard software system terminating the charging session, without an additional charge attempt.

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GG. "UL" shall mean the entity, formerly known as "Underwriters Laboratories", that provides testing and certifications for product safety. Level 2 EVSE must meet UL 2594 certification, and DCFC EVSE must meet UL 2202 or UL 9741, as determined by a nationally recognized testing laboratory (NRTL) participating in the Occupational Safety and Health Administration NRTL program.

HH. "Underserved community" shall mean a Census tract with a rating of 9 or 10 on the "underserved" scoring factor as defined in the application manual and determined on the public mapping tool.

II. "Uptime" shall mean time during which a charging port is operational as defined in ATTACHMENT A: SCOPE OF WORK

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;

ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

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6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered “works for hire” under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

“Materials” means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. “Ownership” includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

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Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING (REPLACED BY PROGRAM-SPECIFIC TERMS AND CONDITIONS #1)

~~The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.~~

~~If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.~~

~~Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.~~

~~Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract~~.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

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17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

A. Stop work under the contract on the date, and to the extent specified, in the notice;

B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;

C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to

settle or pay any or all claims arising out of the termination of such orders and subcontracts;

D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;

F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS (REPLACED BY PROGRAM-SPECIFIC TERMS AND CONDITIONS #2)

~~Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.~~

~~**A.** Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.~~

~~**B.** The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.~~

~~**C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.~~

~~**D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.~~

E. ~~All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.~~

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

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Attachment A: Scope of Work

Terms used in Attachment A: Scope of Work (Scope of Work) shall have the same meaning as in subsection **2.1 DEFINITIONS** in the **GENERAL TERMS AND CONDITIONS.**

1. Project overview

1.1 Purpose
The purpose of this contract is as described on the Face Sheet of this contract.

1.2 Partners
The City Of Sequim shall include an updated list of project partners in the project management report and all subsequent quarterly report updates.

1.3 Site list
The Grantee shall complete installations for the sites, chargers, ports, connectors, and stub-outs as detailed in **Attachment C: Site List**. The Grantee may request changes to sites and equipment consistent with the change order process as detailed in subsection 2.3 of the Scope of Work.

2. Project management

2.1 Project kickoff
The Grantee shall identify a primary point of contact to COMMERCE, including name, email address, and phone number, and attend a "kickoff" webinar or meeting with COMMERCE within 30 days of contract execution to discuss contract requirements and grantee expectations.

2.2 Project management report
The Grantee shall submit a project management report to COMMERCE within 60 days of contract execution, using a template provided by COMMERCE, to describe planned project activities and milestones broken out by site. The report shall align with **Attachment B: Budget** and describe any changes to expected costs and funds following contract execution. The report will also describe plans to comply with funding requirements and state and federal laws and regulations, including but not limited to the Americans with Disabilities Act (ADA).

The Grantee shall issue updates to the project management report on a quarterly basis to COMMERCE, starting no later than four months following contract execution and until all sites are fully installed and a final report has been submitted and approved. The quarterly report shall be submitted no later than 15 days after the end of each quarter, using the reporting template provided by COMMERCE.

2.2.1 Project activities and milestones
The Grantee shall include project activities and milestones achieved to date and anticipated in the next quarter, and any changes to the project management report, project partner list, risks and issues mitigated, and lessons learned. Activities and milestones must include:

- Information received from the electric utility serving each project site on expected electrical make-ready (on both the utility and customer sides of point of service delivery) and interconnection activities, costs, and timing.
- Expected permitting activities, costs, and timing.

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2.2.2 Project expenditures

The Grantee shall include an updated milestone/invoicing schedule with invoices completed to date and anticipated milestone completion dates for the duration of the grant. While Commerce does not anticipate requiring more detailed expenditure information as part of quarterly reporting, Grantee shall maintain project fiscal records in alignment with Generally Accepted Accounting Principles (GAAP) and in sufficient detail to show that a) grant funding has been spent only on eligible costs as outlined in **Attachment D: Sample Application Manual**, and b) grant funds have not been comingled with any non-grant (match) funds.

2.3 Change orders

Changes to **Attachment A: Scope of Work** and/or **Attachment C: Site List** may be requested by the Grantee using the change order request template provided by COMMERCE. Within the limits defined in Subsections 2.3.1-2.3.4 of **Attachment A: Scope of Work**, Commerce may consider and accept such changes. For change order forms affecting only information contained in **Attachment A: Scope of Work** and/or **Attachment C: Site List**, a change order will be considered to be accepted by COMMERCE once the applicable COMMERCE representative has signed the form. Change orders affecting contract information outside of **Attachment A: Scope of Work** and/or **Attachment C: Site List** (including but not limited to: grant amount, start date, or end date) require a formal contract amendment.

2.3.1 Grant amounts

Change orders may be accepted by COMMERCE if such orders change the scope of work in a way that requires a lower or same COMMERCE grant amount as the current contract. Commerce will not consider change order requests if the scope of work changes such that projects can only be successfully completed with a higher grant amount than the original contract.

Change orders that remove sites, reduce the quantity of charging ports, or result in removed adders must also reduce the maximum grant amount in this contract consistent with the award process as detailed in the **Attachment D: Sample Application Manual**.

2.3.2 Site changes

The Grantee may request changes to one or multiple sites, including site removal, following contract execution for consideration by COMMERCE. COMMERCE may choose to accept or reject requests for any reason.

COMMERCE will only consider site change requests if they meet one or more of the following conditions:

- The Grantee has exhausted all reasonable options to make the original site work and COMMERCE has determined that project success is either impossible or unlikely to occur;
- Ownership of the original site changes, or site owner no longer agrees to host chargers on their property;
- Conditions of the original site change such that a charger installation on the site can no longer satisfy all requirements of the contract; or
- Previously anticipated non-program funding is no longer available to support the site.

COMMERCE will only consider site change requests that move grant funding from one or multiple sites to new one or multiple sites if new identified sites have the same or higher score on the site-related scoring criteria (as described in **Attachment D: Sample Application Manual**), as described in the application manual, as the lowest score receiving an award.

The Grantee may request site changes in any combination as long as the new project sites can be completed with costs eligible for reimbursement within the current grant amount as outlined in **Attachment D: Sample Application Manual**.

2.3.3 Charging port quantity changes

The Grantee may request changes to the quantity of equipment to be installed, including Level 2 charging ports, DCFC charging ports, and stub-outs, in one or multiple sites following contract execution for consideration by COMMERCE. COMMERCE may choose to accept or reject requests for any reason.

COMMERCE will only consider equipment quantity change requests if:

- New information learned by the Grantee following contract execution indicates site conditions will add cost or otherwise add risk to project success if contract implementation moves forward unchanged;
- The requested new quantity of Level 2 charging ports, DCFC charging ports, and combination of Level 2 and DCFC charging ports at each affected site does not exceed limits as described by the application manual; and
- The project site score for all affected sites continues to be the same or higher on the site-related scoring criteria (as described in **Attachment D: Sample Application Manual**) as the lowest score receiving an award.

2.3.4 Scope of Work requirement exemptions

The Grantee may request exemptions to equipment, installation, and operations and maintenance requirements in **Attachment A: Scope of Work** following contract execution for consideration by COMMERCE. COMMERCE may choose to accept or reject requests for any reason.

2.4 Progress meetings

The Grantee shall participate in any progress calls requested by COMMERCE, to be scheduled within a month of the request.

2.5 Project final report

The Grantee shall submit a final report to COMMERCE that:

- Describes the project's purpose, approach, activities performed, results; and
- Includes the project's maintenance and operations service contract or plan.

3. Equipment requirements

3.1 Chargers

3.1.2 Level 2 chargers

All Level 2 chargers installed at covered project sites shall:

- Be networked through Wi-Fi, cellular (4G and above), or Ethernet;
- Be capable of at least a 7.2 kW power output;
- If requiring payment, have a mobile payment device physically located on each charger dispenser or on a kiosk serving the charger dispensers. This requirement only applies to publicly available chargers, not residential or fleet/workplace, unless those projects will be publicly available in addition to their residential/work purpose
- Be capable of using OCPP 1.6 or later;
- Be capable of using OCPI version 2.1.1 or 2.2 standards;
- Be ENERGY STAR certified in the ENERGY STAR product database;

- Be certified by a nationally recognized testing laboratory to UL 2594; and
- Comply with all relevant state laws and rules in effect, including but not limited to Department of Agriculture rules in WAC 16-662-200, WAC 16-662-210, WAC 16-662-215, and WAC 16-662-220.

All public site (as defined in **Attachment D: Sample Application Manual**) Level 2 chargers installed at covered project sites shall:

- Support remote start capabilities for, at minimum, payment via a toll-free number; and
- Not require a membership for use.

3.1.2 DCFC chargers

All DCFC chargers installed at covered project sites shall:

- Be networked through Wi-Fi, cellular (4G and above), or Ethernet;
- Be capable of at least a 100 kW power output;
- Support remote start capabilities for, at minimum, payment via a toll-free number;
- If requiring payment, have a mobile payment device physically located on each charger dispenser or on a kiosk serving the charger dispensers;
- Not require a membership for payment.
- Be capable of using OCPP 1.6 or later;
- Be capable of using OCPI version 2.1.1 or 2.2 standards;
- Be certified by a nationally recognized testing laboratory to UL 2202 or UL 9741; and
- Comply with all relevant state laws and rules in effect, including but not limited to Department of Agriculture rules in WAC 16-662-200, WAC 16-662-210, WAC 16-662-215, and WAC 16-662-220.

3.2 Connectors

At least 33% of Level 2 connectors at each project site must be SAE J1772 connectors, and at least 33% of DCFC connectors at each project site must be CCS1 connectors. Connector types other than SAE J1772, CCS1, and NACS may be installed at project sites, but are not factored into the grant award amount.

3.3 Stub-outs

The Grantee shall only receive reimbursement for costs on up to three stub-outs per site as listed in **Attachment C: Site List**. To qualify for the future proofing adder, Level 2 installations must either meet the definition above or install a Level 2 receptacle. DCFC stub-out installations must meet the definition of "Stub Out" in subsection **2.1 DEFINITIONS** in the **GENERAL TERMS AND CONDITIONS** of this contract.

4. Installation requirements

4.1 Labor requirements

4.1.1 Prevailing wage

The Grantee shall comply with prevailing wage requirements as detailed in this agreement, and/or as required by law**.**

4.1.2 Electrical apprenticeship utilization rate

The Grantee shall meet or exceed an electrical apprenticeship utilization rate specified for each site in **Attachment C: Site List**. This requirement shall be waived by COMMERCE if the Grantee demonstrates that one electrician is sufficient to complete all work required by the contract.

Electrical apprentices must be enrolled in an apprenticeship program registered with the Department of Labor and Industries to count towards the utilization rate. The utilization rate shall be calculated as a percent of the total labor hours performed by electrical apprentices divided by the total labor hours performed by all electrical workers, including apprentice and journey level workers, employed upon all project sites covered in the contract.

Grantee shall submit, on a site-by-site basis, total labor hours by all electrical contractor workers, total labor hours by electrical apprentices, and apprentice identification for all electrical apprentices working on the grant project to COMMERCE in quarterly reports as required in Section 4 of **Attachment A: Scope of Work**.

4.1.3 Project labor agreement

If the Grantee committed to using project labor agreements in their application, the Grantee shall submit to COMMERCE a project labor agreement or agreements covering project sites for which such a commitment was made. All project labor agreements must have been made with at least one labor union, regional council, or association affiliated with the Washington State Building and Construction Trades Council. For any sites covered by a project labor agreement, neither site preparation nor construction work may begin until a project labor agreement is in place.

4.1.4 Office of Minority and Women's Business Enterprises certified contractor

If, in their grant application, the Grantee committed to contracting with Office of Minority and Women's Business Enterprises (OWMBE)-certified contractor(s), the Grantee shall hire one or more contractors to complete work on the covered project sites that are certified as small businesses owned and controlled by minority, women, and socially and economically disadvantaged persons by the Office of Minority and Women's Business Enterprises. The Grantee shall note such contractors on their project management report and quarterly report updates.

4.2 Installation deadlines

The Grantee shall complete installation and begin operations of all charging ports on each project site according to the required timelines:

- Level 2 charging ports only: within 270 days following contract execution;
- DCFC charging ports only: 580 days following contract execution; and
- Combination of at least one Level 2 charging port and at least one DCFC charging port: within 580 days following contract execution.

The Grantee may request extensions and COMMERCE may grant extensions consistent with Section 2.4 of **Attachment A: Scope of Work.**

5. Operations and maintenance requirements

5.1 Operations and maintenance service agreements

The Grantee shall enter into an operations and maintenance service contract, including a Service Level Agreement (SLA), with a qualified partner to meet requirements of this section of the scope of work.

COMMERCE may waive this requirement if the Grantee demonstrates qualifications and a plan to perform this task without contracting with an external partner.

5.2 Operations requirements

5.2.1 Operations duration

The Grantee shall maintain reliable operations of all Level 2 charging ports during all typical project site operational hours for at least four years, and all DCFC charging ports for at least six years, following their first day of operations.

5.2.2 Uptime

The Grantee shall ensure all charging ports installed are operational no fewer than 97 percent of the charging site's standard hours of operation, as measured by uptime percentage rate, throughout the each charging port's required operations duration.

Uptime percentage rate shall be calculated as $U = \frac{T-D+E}{T} * 100\%$, with:

- U = Uptime reporting percentage for the reporting period.
- T = Total time of project site operational hours during the reporting period.
- D = Total downtime during the reporting period, including excluded downtime.
- E = Excluded downtime during the reporting period.

Downtime shall be measured as any period of time within the standard hours of operation in which a charger is not operational, including:

- A period in which the charging port's response to the central system's request for notification of operative status indicates that the connector or charging port is in an inoperative state; and
- A period in which maintenance logs show initial notice of a physical or otherwise non-networked issue that results in an non-operational status prior until maintenance logs show repairs have returned the charging port to an operational status.

Excluded downtime shall be defined as a period of downtime caused by any of the following reasons:

- Downtime before initial installation;
- Electric grid power loss that cuts off power supply to the charging port;
- Any failure to charge due to the fault of the vehicle;
- Preventive maintenance, up to 24 hours per year;
- Physical damage to hardware caused by a third party, including vandalism or theft, up to five days for each event;
- Telecommunication network outages beyond the control of the Grantee; and
- Extraordinary events, including natural disasters that are unforeseeable and impossible to plan for in advance.

5.3 Maintenance requirements

The Grantee shall:

- Perform regular preventive maintenance, including visual inspection, performance testing, functional validation, and reporting;
- Monitor network performance;
- Dispatch maintenance technicians in a timely manner and address malfunctions and repairs within 48 hours of initial notice; and
- Provide charging station users with call center service at all times of operation that will assist users with any technical issues encountered at the stations.

5.4 Distribution of educational materials

The Grantee shall work with site owners to ensure residents of multifamily buildings and/or employees at commercial buildings served by multifamily and workplace project sites (as defined in **Attachment D: Sample Application Manual**) under this contract are aware of the opportunity to use chargers. To satisfy this requirement, the Grantee shall ensure partner site owners distribute educational materials to residents and/or employees and offer timely responses to questions on use of chargers.

The Grantee shall ensure any educational materials distributed to residents of multifamily buildings and/or employees at commercial buildings meet requirements detailed in **the term "Acknowledgement of Climate Commitment Act Funding"** of this agreement**.**

This requirement does not apply if the contract does not include any multifamily or workplace project sites.

5.5 Utilization and reliability reporting requirements
Following submission of the final report, the Grantee shall submit an operations report with data on each charger once every six months until the end of the operational duration. The Grantee shall submit the report no later than 15 days after the end of each six-month period with the following data for the quarter and cumulatively over total operations:

- Average hours per day the charger drew power.
- Average hours per day the charger was connected to an electric vehicle.
- Average kWh per day the charger port dispensed.
- Uptime percentage rate per charger, with all data needed to verify calculations including an itemized summary of the date, duration, and category all excluded downtime being claimed for a reporting period.
- The percentage of successful charging sessions to the total number of charge attempts for each charger.
- All instances of preventative maintenance.
- Time log with information on reported charger malfunctions and corresponding repairs.
- Proof of network monitoring and call center service.

6. Scope of work violations
Nothing in subsections 6.1-6.3 shall be interpreted to limit, alter, or supersede Commerce's rights under the **GENERAL TERMS AND CONDITIONS**, **SPECIAL TERMS AND CONDITIONS**, and the **PROGRAM SPECIFIC TERMS AND CONDITIONS** of this agreement.

6.1 Failure to submit reports or attend meetings
Failure to submit required reports or attend required meetings will be treated as a default, which left uncured, may result in COMMERCE's right to recapture disbursed funds and terminate any obligation to disburse additional funds.

6.2 Violation of equipment and installation requirements
Costs incurred on any activity subject to this contract that result in a violation of requirements, including variances from project information in the scope of work, shall be considered disallowed costs and treated as a default, which left uncured, may result in COMMERCE's right to recoup disbursed funds and terminate any obligation to disburse additional funds for the site(s) for which the violation occurred.

6.3 Violation of operations and maintenance requirements
The first failure to meet operations and maintenance requirements will result in a warning and required improvement plan explaining how improvement will be made in future reporting periods. Repeat violations will result in COMMERCE's right to recoup up to ten percent of disbursed project costs.

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Washington State Department of Commerce

Attachment B: Budget

Site/Milestone	Milestone/Deliverable	Deliverable Description	Expected Completion	Percent of Grant Budget	Applicant Match	Amount of Grant
0	**Project Management/Planning**		**10/31/2024**	**10%**	**-**	**$3,200.00**
	Project management report	Project management report completed, meeting all requirements described in Attachment A: Scope of Work				
Fleet Site #1				**90%**	**$75,000.00**	**$28,800.00**
F1.A	Procure services needed for installation	Copy of subcontract for installation services	05/29/2025			$8,640.00
F1.B	Procure EV Charging equipment	Paid EV Charging equipment invoice.	05/29/2025			$8,640.00
F1.C	Site Completion Report	Photo(s) of completed site installation with all installed EV Charging Equipment and stub-outs (as applicable). Copies of completed construction and commissioning reports.	05/29/2025			$11,520.00
			Totals	**100%**	**$75,000.00**	**$32,000.00**

Grant Amount	$32,000.00
Project Total	$107,000.00

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Attachement C- Site List

Site #	Site host organization	Site Type	Address	City	County	Zip code	Parcel ID	Number of DCFC chargers	Number of DCFC ports	Minimum number of J1772 Connectors per site	Number of Level 2 chargers	Number of Level 2 ports	Minimum number of CCS Connectors per site	Total number of stub-outs	Number of stub-outs for future DCFC chargers	Number of stub-outs for future Level 2 chargers	Commitment to Apprenticeship Labor (%)	Commitment to Use Project Labor Agreement	Commitment to Contract with MWBE
	CITY OF SEQUIM	Fleet	169 WEST SPRUCE STREET	SEQUIM	Clallam	98382	33019511118	0	0	0	2.00	4.00	0	2.00	0.00	2.00	25%	YES	YES

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Appendix D:
Washington EV Charging Program
Application Manual

05/16/2024

Docusign Envelope ID: 4FCD80BB-1DB6-4478-B865-7FF06E45954B

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Program Overview

The Washington State Electric Vehicle Charging Program ("WAEVCP" or "Program") was created by Governor Inslee, the Washington State Legislature, and the Washington State Department of Commerce for a cleaner, greener future. This Program aims to reduce greenhouse gas emissions and fossil fuels, improve air quality, and promote equity in access to electric vehicle charging infrastructure.

This Program provides $64 million in awards to eligible applicants who install electric vehicle ("EV") chargers at eligible sites, with a focus on installations of chargers at priority sites. Priority sites include multifamily housing, public charging locations, tribal communities, and other historically underserved and overburdened communities. The WAEVCP aims to allocate forty percent (40%) of total funding, and total project-funded charging ports, to sites in overburdened communities outside of federally recognized tribal lands. Both Level 2 ("L2") and DC Fast Charging ("DCFC") funds/ports will be considered towards this goal.

The Department of Commerce contracted with Center for Sustainable Energy ("CSE"), The Whitener Group ("TWG"), and Western Washington Clean Cities Coalition ("WWCCC") to serve as Technical Assistance Partners for the administration of this Program. Technical Assistance Partners will assist Commerce with sharing information about the program and provide support services for applicants and grantees.

WAEVCP has specific equipment requirements, eligible costs, scoring methodology, and outreach resources. WAEVCP supports installations at existing and new development. For new development sites, WAEVCP only funds chargers that exceed the minimum requirements of the applicable building codes.

Following the announcement of the funding opportunity on August 15, 2023, the WAEVCP will follow this schedule of key dates:

Milestone	Date
Applications open & Initial Technical Assistance Services	September 6 – December 1, 2023
Webinar #1	September 13, 2023
Webinar #2	October 11, 2023
Webinar #3	November 14, 2023
Applications due	December 1, 2023
Application review period	December 1, 2023 – January 16, 2024
Award date	February 26, 2024
Secondary Technical Assistance Period	January 16 – June 30, 2024

Application Process

Applications may be submitted by a lead agency from the Eligible Applicant List below. The lead agency should be able to communicate regularly with the Department of Commerce, submit information on planned installations and their progress, and manage administrative needs. An application can contain requests for funding for multiple sites. Sites will be scored individually and funded individually.

Applicants can apply between September 6 and December 1, 2023. There is no financial or other incentive to apply early – this is not a first-come, first-serve program. This Program uses a scoring matrix that does not award any points based on submission time or day. All applications must be received by

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December 1, 2023. Applicants are encouraged to attend a webinar to learn about the program requirements and technical assistance resources.

Applications will be available through the Zoom Grants platform beginning September 6, 2023. A link to Zoom Grants will be available on the main program website, www.waevcharging.org (Click Apply buttons) and below for reference:

- Application document link: https://www.zoomgrants.com/zgf/Washington_State_Dept._of_Commerce/EV_Charging_Infrastructure_Grants.

To complete the application document, applicants must utilize the Mapping Tools for the appropriate site type. The Mapping Tool helps automate several key site scores and has a printable Site Report to assist applicants with data entry. The Mapping Tools are available at the links below and via links within the Application Document.

- **Residential Tool for Multifamily Housing Sites**: https://bit.ly/EV-Residential-Grant-App
- **Public Tool for All Other Sites**: https://bit.ly/EV-Public-Grant-App

Partner organizations that are supporting the installation should be included in the application document. The local retail electric utility must be added as a partner on each site in an application. Applicants must upload their application document back to Zoom Grants. Applicants are responsible for ensuring that their application information is correct and responding to any requests for additional information from the Department of Commerce.

The Department of Commerce will contact applicants with any clarifications needed on their application.

Selected applicants will need to complete a contract with the Department of Commerce to finalize their award. As part of the contract process, applicants will be required to submit additional documents and information to the Department of Commerce to verify their organization type, project details, and other application content. A list of required information will be available at the time of the awards

Technical assistance will be available between September 6 and December 1, 2023, for any applicant, and between the date of awards and June 30, 2024 for applicants who were awarded funding.

Eligible Applicants

Lead Applicants

Lead Applicants should provide details on their proposed installation in the Application Document available on Zoom Grants here: https://www.zoomgrants.com/zgf/Washington_State_Dept._of_Commerce/EV_Charging_Infrastructure_Grants.

Lead applicants can only submit one (1) application per county, and must be one of the following:

- **Public Agencies:** Cities, towns, counties, public school districts or special schools, transportation planning organizations, transportation authorities or agencies, municipal corporations, port districts or authorities, political subdivision of any type, or any other entities or authorities of local government in corporate form or otherwise.

- **Tribal Entities:**

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  - Sites: Sites on the lands of federally recognized tribes, or an enterprise located off tribal land and owned by a federally recognized tribe.
  - Applicants: Federally recognized tribes.

- **Retail Electric Utilities:** Any electrical company, public utility district, irrigation district, port district, electric cooperative, or municipal electric utility that is engaged in the business of distributing electricity to retail electric customers in the state, per RCW 80.60.010.

- **Community-Based Non-Profits**: IRC § 501(c)(3) organizations or labor unions representing geographic, racial, ethnic, cultural, or worker communities within Washington state.

If an eligible lead applicant is looking for local site hosts or partner organizations, including EV service providers, they can view the free Potential Site Host & Partner Directory on the program website Resource Library Page: https://waevcharging.org/resource.

Building owners/managers or EV service provider companies will need to partner with an eligible lead applicant, as listed above. Building owners/managers, EV service provider companies and others who are not eligible lead applicants can enter their information on the Interested Partners & Site Hosts Directory so that lead applicants can contact them to partner on an application.

Interested Partners & Site Hosts Directory is located on the WAEVCP website Resources Page: https://waevcharging.org/resource.

Partner Applicants

Partner Applicants can be added to any application as an additional interested party and can be any of the eligible applicant types or a designated representative of the site.

- In the case that an application contains a Lead Applicant that is not a Retail Electric Utility, a Retail Electric Utility must be listed as a partner on the application. Any application that does not contain a Retail Electric Utility as a Lead or Partner Applicant may be considered ineligible.

Funding Award Disbursement Schedule

Award funds will be distributed to applicants that are selected and contract with Commerce (grantees) on a per-site basis. The schedule for funds disbursement will be issued as per a schedule outlined in the contract. Award funds will not be provided via a lump sum at the time of award notice or at contract execution. All funding is on a reimbursement basis. Reimbursements will be made based on approved invoicing and document requirements. Grantees must demonstrate that an invoice was paid before it is submitted for reimbursement. Required completion timelines for all installations are outlined below.

The contract between the lead applicant and the Department of Commerce will have additional requirements, documentation needs, regular reporting, and other critical information such as required completion timelines and ongoing maintenance and operation reporting.

All funding is subject to state appropriation and grantees are to receive Program funds on a reimbursement basis.

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Required Completion Timelines

Funded installations must be completed according to the schedule below, starting at the contract start date. Extensions may be granted on a case-by-case basis at the sole discretion of the Department of Commerce in the event it is determined that the required completion timeline is not feasible. Applications needing an extension should contact their assigned contract specialist for any questions post-award.

Installation Type	Completion Timeline (from contract start date)
Level 2 Chargers	270 Calendar Days
DC Fast Chargers	580 Calendar Days
Combination Sites (Level 2 and DC Fast Chargers)	580 Calendar Days

Project Priorities and Funding Distribution

Eligible Site Type	Funding Available	Percent of Program Funding	Charger Types
Multi-Family Housing	$28,800,000	45%	Level 2
Public Charging	$25,600,000	40%	Level 2 and DC Fast Charger
Fleet Depots & Workplaces	$9,600,000	15%	Level 2
All Eligible Site Types	**$64,000,000**	**100%**	

Eligible Site Types Definitions

Eligible Site Type	Definition
Multi-Family Housing	A residential development with five or more units. Hotels and motels do not qualify as multifamily housing.
Public Charging	To be considered publicly available, an EV charging station must not be located behind a fence or in a gated parking lot, such that the general public is unable to access or is deterred from accessing during normal operational hours for the site (generally excluding 10pm-5am). Businesses may clarify their operational hours and will be held responsible should actual access does not align with this provision and may be asked to provide documentation supporting their operational hours. Operational hours to be identified in application.
Fleet Depot	A parking facility intended primarily for a collection of motor vehicles owned or leased by an organization in pursuit of its business activities or services provided. Both public and private fleet depots are eligible. If the installation's purpose is for personal vehicles of employees, the site must qualify as a workplace use. Fleet depot installations do not need to be available to the public.

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Workplace	A workplace is a non-residential site location, where business is conducted or where services or industrial operations are performed. Residential properties are not eligible as a workplace regardless of their use as a place of business. Chargers may be public or private and must be shared use (meaning that the chargers are not assigned to a single employee, or subset or employees at the site, and are available as a community resource for the site). Workplace installations do not need to be available to the public.

Eligible Project Status

To be eligible for this Program, planning must begin after September 6, 2023. No construction is to begin before the contract execution date. The purpose of this requirement is to ensure that funds are distributed to projects that would not otherwise be installed without the Program.

Eligible Costs

Eligible costs are those incurred on/after the Commerce contract start date and do not exceed maximum allowable award per charging port and per charger.

- **Design/Planning/Engineering**
  - Capacity analyses for the charging station site.
  - Design and engineering for the charging station.
  - Project management.
  - Electrical permitting.
  - Construction permitting.
- **Installation**
  - Charging station installation labor, including, but not limited to:
    - Grading.
    - Trenching.
    - Wiring.
    - Filling.
    - Paving.
    - Sealing.
    - Mounting.
    - Commissioning.
    - Any of the above activities related to the completion of eligible stub outs.
  - Charging station installation materials, including, but not limited to:
    - Concrete.
    - Asphalt.
    - Rebar.
    - Formwork.
    - Conduit.
    - Drainage equipment.
    - Installation equipment.
    - Any of the above material, as needed for the completion of eligible stub outs.
  - Project-related signage, bollards, wheel stops, painting, and striping.
  - Required ADA upgrades to site due to project.

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  - Does not include upgrades of existing ADA non-compliance.

- **Electrical Equipment**
  - Eligible equipment (EVSE) that meets equipment requirements.
  - Utility-side and customer-side make-ready, including, but not limited to:
    - Transformers.
    - Electrical panels/switchgear.
    - Cable/Wires.
    - Additional make-ready equipment needed for eligible stub-outs.
- **Emergency shut-off or "e-stop" equipment required at each site, not necessarily on each charging station.**
- **Energy storage equipment.**
- **All-inclusive solar EV charging systems.**
- **Load/demand management equipment.**
- **Ongoing Services (networking, load management, maintenance, etc.)**
  - Network service agreements with network provider.
  - Service level agreements, including the following services for the installed equipment:
    - Remote monitoring.
    - Preventative maintenance.
    - Repair.
  - Extended equipment warranties.
  - Load/demand management software and services.
- **Safety and Security**
  - Lighting.
  - Cameras, and any signage related to cameras.
  - Integrated solutions for the prevention of vandalism.

Ineligible Costs

- Costs not specified in the Eligible Costs List above unless otherwise approved by the Department of Commerce.
- Costs covered by other incentives/grants.
- Costs incurred prior to the contract award date with the Department of Commerce.
- Costs for EV charging ports that are required by state building code (applies to new developments only).

WAEVCP & Other Incentive Programs

Combining funds received through the WAEVCP with other incentives is allowed, though the aggregate amount of incentive funding received for each charging station cannot exceed the costs incurred for the corresponding charging station. Grantees will be asked to document participation in other programs as part of the application process.

Matching Funds

The application document asks whether the applicant will be contributing any matching funds to the installation project. Matching funds are not required. however, the seventy-five percent (75%) eligible cost cap outlined in the Incentive Structure section below means that for non-tribal, non-multifamily

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sites, the program award can only cover up to seventy-five percent (75%) of project costs. This means that the applicant, if a grantee, would need to find a way to cover the remaining twenty-five percent (25%) of costs, which could be in the form of other grants or incentives.

Scoring

Scoring is done on a per-site basis. An application can contain multiple sites of any eligible site type. There is no minimum score. Scoring includes data from the Mapping Tool and other key information about the proposed installation. Applicants must use the relevant Mapping Tool while completing their application and have the details ready if requested.

The application document contains drop-down menus and other automation to reduce data entry by applicants. Technical assistance is available to any applicant between September 6 and December 1, 2023. All scoring will be verified by the Department of Commerce during application review.

Mapping Tool Links:

- **Residential Tool for Multifamily Housing Sites**: https://bit.ly/EV-Residential-Grant-App
- **Public Tool for All Other Sites**: https://bit.ly/EV-Public-Grant-App

Residential – Multifamily Housing

Factor	Metric	Points	Percent
Housing affordability	WTN Unaffordability of Housing Score Multiply score by 3 *Data: WTN Unaffordable Housing (>30% of Income)*	30	30%
Low-income	WTN Median Household Income Multiple scores by 2 *Data: WTN Median Household Income*	20	20%
Overburdened community	9-10, tribal lands and properties – 30 7-8 – 25 1-6 – Multiply by 3 *Data: WTN EHD*	30	30%
Labor	Commitment to electrician apprenticeship utilization rates: 25% - 10 20% - 5 15% - 0 (Required)	10	10%
	Commitment to use Project Labor Agreement with construction workers (Y or N)	5	5%

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	Commitment to use OMWBE contractor (Y or N) Find a contractor on the directory: https://omwbe.wa.gov/directory-certified-businesses	5	5%
Total		**100**	**100%**

Publicly Available Charging

Factor	Metric	Points	Percent
Underserved communities	Average of number of EVSE charging ports per capita in: (1) county; and (2) census tract. County No charging ports or more than 5,000 people per charging port – 15 points 3,001-5,000 people per charging port – 12 points 2,001-3,000 people per charging port – 9 points 1,001-2,000 people per charging port – 6 points 1-1,000 people per charging port – 3 points **Added to:** Census tract No charging ports – 15 points More than 1,000 people per charging port – 10 points 1-1,000 – 5 points *Data: Alternative Fuel Data Center*	30	30%
Geographic gaps	Miles from nearest existing or planned EVSE site 20+ miles – 10 points 10+ miles – 6 points 5+ miles – 4 points Below 5 miles – 2 points *Data: Alternative Fuel Data Center*	10	10%
Future charging events potential	Daily Trip Count (Applicant will give Parcel number using the mapping tool) 100+ – 10 points 65-100– 8 points 15-65– 6 points 4-15– 4 points 1-3– 2 points 0– 0 points	10	10%

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	Data: Replica trip volume data, uses total modeled daily trips to points of interest within proposed site's parcel or closest parcel within 0.25 of a mile.			
Power level-to-park time fit	Avg. dwell time (L2) Assumptions: Use 80% of 300-mile range, 25 miles per hour 4-10 hours – 10 points 2-4 hours – 8 points 1-2 or 10-12 hours – 5 points 30 min to 1 hour, 12-16 hours – 2 points Less than 30 min, 16+ hours – 0 points	Avg. dwell time (DCFC) Assumptions: 30 minutes to charge 80% Less than 45 minutes – 10 points 45-60 minutes – 6 points 60-90 minutes – 3 points More than 90 minutes – 0 points	10*	10%
Power level-to-park time fit continued	Avg. dwell time (Combination) Calculated by charging port and then averaged for site score, rounding to nearest whole number (i.e., if a site will have 4 L2 and 2 DCFC, and the avg dwell time is 60 minutes, the score will be (4 x 5) + (2 x 6) = 32/6 = 5 *Data: Replica dwell time data, uses median dwell time of all modeled daily trips to points of interest within proposed site's parcel or closest parcel within 0.25 of a mile.*		Same as row above	Same as row above
Overburdened community	9-10, federally-recognized tribal lands and properties – 20 points 7-8 – 16 points 1-6 – Multiply score by 2 *Data: WTN EHD*		20	20%
Labor	Commitment to electrician apprenticeship utilization rates: 25% - 10 points 20% - 5 points 15% - 0 points (Minimum Requirement)		10	10%
	Commitment to use Project Labor Agreement with construction workers (Y or N)		5	5%
	Commitment to use OMWBE contractor (Y or N) Find a contractor on the directory: https://omwbe.wa.gov/directory-certified-businesses		5	5%
Total			**100 ***	**100%**

Fleet Depots & Workplaces

Factor	Metric	Points	Percent
Site type	Public schools – 30 points	30	30%

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	Public transit or port authority – 25 points Other public (federal, state, local, or tribal government) – 20 points Non-public (all other) – 10 points		
Fleet depot	Fleet depot (Y or N)	10	10%
Overburdened community	9-10, tribal lands and properties – 40 points 7-8 – 35 points 1-6 – Multiply score by 4 Data: *WTN EHD*	40	40%
Labor	Commitment to electrician apprenticeship utilization rates: 25% - 10 points 20% - 5 points 15% - 0 points (Minimum Requirement)	10	10%
	Commitment to use Project Labor Agreement with construction workers (Y or N)	5	5%
	Commitment to use OMWBE contractor (Y or N) Find a contractor on the directory: https://omwbe.wa.gov/directory-certified-businesses	5	5%
Total		**100**	**100%**

***Clarification to scoring table for publicly available sites**

- The previous version of the Implementation Manual dated November 17, 2023, implied 20 points were available in the **power level-to-park time fit** factor for sites with both DCFC and Level 2 charging ports. This was inconsistent with the percent field which correctly noted 10% out of 100% available.
- Combination sites had the same 10 points (not 20 points) available in this factor as sites with only DCFC charging ports or only Level 2 charging ports, with scores calculated using the weighted average described in the corresponding metric cell above.
- The applications have been scored as intended by program rules, with corrections reflected in award notices distributed to applicants on February 26, 2024.

Incentive Structure

The eligible funding amount is a maximum award per site. The maximum award is limited by eligible project costs as defined in the Implementation Manual.

The maximum award per site will fund up to seventy-five percent (75%) of the eligible project costs (as identified on the application) if the site type is public, fleet, or workplace. The applicant/partners, if they become grantees, should plan to cover the remaining percentage. Other programs can be used to fund this remainder.

The maximum award per site will fund up to one hundred percent (100%) of eligible project costs if the site type is multifamily residential or tribal.

The maximum award is a per charging port calculation plus adders if eligible. The equity adder is for sites that score a 9, 10, Tribal for Overburdened Communities. The future proofing adder (stub-out adder) is

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$1,000 per parking spot/stub-out and is limited to a maximum of $3,000 per site. The equity and future-proofing adders are included in the maximum award calculation.

- If eligible project costs exceed the maximum award, grantees and partners should plan to cover the remainder. Other programs can be used to fund this remainder.
- If costs end up being lower than maximum award, then the maximum will not be disbursed in the full amount.

Award Caps

Equipment Type	Base Award Cap per Charging Port	Equity Adder per Charging Port*	Adder - Future Proofing
Level 2	$7,500	$2,500	$1,000 per parking spot stub-out, up to $3,000 per site
DCFC	$85,000	$25,000	$1,000 per parking spot stub-out, up to $3,000 per site

* Sites that score a 9 or 10 on the EHD layer of the Mapping Tool, or are tribal locations, are eligible for the Equity Adder.

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Installation Details – Minimum & Maximum Charging Ports

*All sites must have at least 33% of L2 connectors be J1772 and 33% of DCFC connectors be CCS.

Equipment Type	Minimum Charging Ports	Maximum Charging Ports	Connector Types*
Level 2	2	20	J1772 or NACS
DCFC	2	6	CCS or NACS
Combo Site (Level 2 and DCFC)	2	12 (max 6 DCFC)	See Above

Installation Details – Maximum Awards Per Site Examples

Level 2 Only (20 Level 2 charging ports):
= 20 * ($7,500 + $2,500) + $3,000 = $203,000

DCFC Only (6 DCFC charging ports):
=6 * ($85,000 + $25,000) + $3,000 = $663,000

Combo Site (6 Level 2 charging ports and 6 DCFC charging ports):
= 6 * ($7,500 + $2,500) + 6 * ($85,000 + $25,000) + $3,000 = $723,000

Percentage of Eligible Costs Covered

Eligible Site Type	Percentage of Eligible Costs Covered*
Multifamily Housing	100%
Tribal	100%
All others (Public, Fleet Depot, and Workplace)	75%

*Not to exceed maximum allowable award per charging port and per charger.

Equipment Requirements

A Level 2 charger must comply with the following requirements to be eligible:

- Uses the SAE J1772 connector standard or the NACS connector specification.
  - *Connector requirements may change to reflect any updates to federal guidelines regarding NACS connectors. Grantees will be notified if a change is proposed.
- Can be networked via Wi-Fi, Cellular (4G and above), and/or Ethernet. Public chargers should be on public networks. All other site types may use either public or private networks.
- Capable of at least a 7.2-kW power output.
- Has a mobile payment device (NFC/RFID) physically located on each charger dispenser or on a kiosk serving the charger dispensers. This requirement only applies to publicly available chargers, not residential or fleet/workplace, unless those projects are publicly available in addition to their residential/work purpose. EMV chip readers are not required.
- Supports remote start capabilities for, at minimum, payment via a toll-free number.
- Does not require a membership for payment.
- Uses OCPP 1.6 or 2.0.1
  - Commerce will verify through attestation that the equipment is OCPP 1.6 or 2.0.1 capable. However, project partners responsible for complying with WAC 16.662.220 should be aware that they must provide documentation of OCPP certification if requested and if such certification is available. WAC 16.220.220 applies to publicly available chargers, excluding those set to free-vend.
- ENERGY STAR® certified

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  - EVSE supplying AC power (Level 2) must have ENERGY STAR® certification to the EVSE v1.2 specification.
    WAC 194-24-200 currently requires ENERGY STAR® 1.0. However, Commerce has proposed a rule amendment to instead require ENERGY STAR® EVSE v1.2. This Program requirement will ensure grantees are compliant with the rule once amended.
  - Commerce will inform grantees if the rule is amended.
  - Commerce will verify Energy Star certification for Level 2 EVSE through the ENERGY STAR® product database.
- Certified by a NRTL to UL 2594.

A DCFC must comply with the following requirements to be eligible:

- Uses the CCS1 connector standard or the NACS connector specification.
  - CHAdeMO connectors are eligible costs but not included for the award cap calculation.
  - *Connector requirements may change to reflect any updates to federal guidelines regarding NACS connectors. Grantees will be notified if a change is proposed.
- Can be networked via Wi-Fi, Cellular (4G and above), and/or Ethernet. Public chargers should be on public networks. All other site types may use either public or private networks.
- Capable of at least a 100-kW power output per charger (not per individual charging port).
- Has a mobile payment device (NFC/RFID) physically located on each charger dispenser or on a kiosk serving the charger dispensers. EMV chip readers are not required .
- Supports remote start capabilities for, at minimum, payment via a toll-free number.
- Does not require a membership for payment.
- Uses OCPP 1.6 or 2.0.1.
  - Commerce will verify through attestation that the equipment is OCPP 1.6 or 2.0.1 capable. However, project partners responsible for complying with WAC 16.662.220 should be aware that they must provide documentation of OCPP certification if requested and if such certification is available. WAC 16.220.220 applies to publicly available chargers, excluding those set to free-vend.
- ENERGY STAR® certification
  - EVSE supplying DC power (DCFCs) are **not** required to have ENERGY STAR® certification.
- Certified by a NRTL to UL 2202 or UL 9741.

Installation Requirements

All Sites:

- Eligible equipment must be installed on one of the following:
  - New EV charging infrastructure at an eligible site (multi-family housing, public charging site, workplace, or fleet depot).
  - Existing EV charging infrastructure at an eligible site, on which a charger has not previously been installed (e.g., a stub-out or make-ready).
  - WAEVCP funding is not to be used for chargers and other elements required as part of state building code requirements for new developments. Funding will be granted for installations beyond the minimum required.

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  - Each site must have an emergency shut-off or e-stop equipment to assist with emergency response. This requirement does not apply to each individual EV charger but to the power serving each site.
  - To qualify for the future proofing adder, Level 2 installations must either meet the definition of a stub-out or may choose to install a Level 2 receptacle. DCFC stub-out installations must meet the definition above. Stub-out installations are defined as follows:
    - A complete "stub-out" installation includes all the panel upgrades, trenching, conduit, and wiring (collectively referred to as the customer-side make-ready), needed for a new EVSE to be installed later without any additional construction work. A "stub-out" typically ends with at least two inches (2") of a spare run of conduit with accessible pull rope and is capped off to protect it from the elements.
- Connector Types
  - At least 33% of incented connectors on site must be J1772 and/or CCS.
    - For sites with both Level 2 and DCFC equipment: at least 33% of L2 connectors should be J1772 connectors and at least 33% of DCFC connectors should be CCS1 connectors.
    - A charger-connector configuration capable of outputting 1-20kW should be considered as L2 (which is the output band for J1772) and a charger-connector configuration capable of outputting at least 100kW should be considered as DCFC (100kW matches the minimum power output requirement for DCFC).
    - Connector requirements may change to reflect any updates to federal guidelines regarding NACS connectors. Grantees will be notified if a change is proposed.
  - Internet connection via Cellular, Wi-Fi, or Ethernet is required. Public chargers should be on public networks. All other site types may use either public or private networks.
    - Exclusion available for internet dead zones via grantee self-attestation. Self-attestation documents will be made available to grantees.
  - Must comply with all applicable State requirements for EVSE and charging stations.
    - Includes laws and policies regarding consultations with federally recognized tribal lands, tribes, and members as required.
  - Labor license/certification requirements:
    - Contractor license and electrician certification.
    - Apprentices allowed with valid identification and in accordance with state laws. At least 15% of electrical crew should be apprentices – this is the minimum required. Additional points will be awarded during scoring for those sites supporting up to 25% apprentices on crew.
    - <u>Each site must have at least 15% apprenticeship utilization. If an application contains multiple sites that are funded, the requirement must be met/ exceeded at each site within an application.</u>
    - All labor performed must adhere to prevailing wage requirements and provide satisfactory documentation.
- Additional restrictions
  - WAEVCP funding is not to be used for charging sites required as part of building code requirements for new development.

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- Installation on undeveloped sites (new development) is allowed if installation provides at least two (2) additional charging ports above what is required. Installations with one (1) additional charging port are not eligible.
- If EV-ready spots are required but chargers aren't, then only the cost of installing the chargers – no pre-wiring, etc. – is eligible for funding.
- Grantees will be asked to provide information on their site to the Department of Commerce and applicable building codes.

Multi-Family Housing and Workplace Sites:

- All equipment requirements as outlined in the "All Sites" section above, and:
- Community Education Requirement
  - To support electric vehicle adoption and charger use, grantees with installations at Multi-Family Housing and Workplaces are required to share information including operation instructions, basic information about types of EV chargers with a focus on Level 2 chargers and share access information to the new chargers on site.
- If the charging equipment is publicly available, in addition to residential or workplace purpose:
  - A mobile payment device (NFC/RFID) must be physically located on each charger dispenser or on a kiosk serving the charger dispensers.
  - A toll-free number for providing payment (if relevant for the site) and initiating a charging session must be displayed on each charger dispenser or on a kiosk serving the charger dispensers.

Public Charging Sites:

- All equipment requirements as outlined in the "All Sites" section above, and:
- The intent of public charging sites is to provide charging for the public, especially EV users without access to residential or workplace charging.
- To be considered publicly available, an EV charging station must not be located behind a fence or in a gated parking lot, such that the general public is unable to access or is deterred from accessing during normal operational hours for the site (generally excluding 10pm-5am). Businesses may clarify their operational hours and will be held responsible should actual access does not align with this provision and may be asked to provide documentation supporting their operational hours. Operational hours to be identified in application.
- A mobile payment device (NFC/RFID) must be physically located on each charger dispenser or on a kiosk serving the charger dispensers.
- A toll-free number for providing payment (if relevant for the site) and initiating a charging session must be displayed on each charger dispenser or on a kiosk serving the charger dispensers.
- Public chargers should be on public networks, meaning that the charging equipment is publicly viewable on the network's listings and is available for the public's use. All other site types may use either public or private networks.

Operational Requirements

All Sites:

- Charging units must remain operational for the following terms:
  - Minimum of six (6) years for DCFC equipment
  - Minimum of four (4) years for L2 equipment

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    - Acts of God such as floods, etc. impacting charger operation are the grantee's responsibility if not covered under warranty.
- Charging session data sharing requirements are the same as the operational requirements:
    - Minimum of six (6) years for DCFC equipment.
    - Minimum of four (4) years for L2 equipment.
- If a charging session, either the full session or a partial session, is offered at no cost, it must be disclosed at the location where the charging session is initiated and prior to a user or a vehicle initiating a charging session.
- A subscription, membership, or account cannot be required to initiate a charging session.

Multifamily Sites and Public Sites not set to free-vend.

Each charger point of sale must, at a minimum, provide the following information, if applicable:

- A fee for use of the parking space.
- A non-member fee for use of the charger.
- The price per kWh or MJ in USD.
- Potential changes in the price per kWh or MJ in US Dollars, due to variable pricing.
- Any other fees charged for a charging session.
- Each charger point of sale must provide means for conducting a charging session in at least one language other than English, considering the demographics of the area and the language(s) most commonly spoken in that location.

Network Requirements

- Must, at minimum, use Open Charge Point Interface ("OCPI") version 2.1.1 or 2.2 standards.
- Uses OCPP1.6 or 2.0.1 – certification is not required.
- Sites except multifamily sites and public sites set to free-vend must be capable of facilitating payment via a toll-free number.
- Must be capable of remotely initiating a charging session.

Definitions

- **Adder:** Additional award amount for installations/sites that meet specified priority criteria.
- **Application/Application Document:** The form used to provide information regarding the applicant and proposed sites for the purpose of determining eligibility, communication, and cover key questions such as lead applicant organization.
- **Charging Connector:** The plug delivering power between the charger and the on-board vehicle charging equipment.
- **Charging Port**: An access point for electric vehicle charging. Typically identified as the number of charging connectors that an EVSE can simultaneously provide power to.
- **Community-Based Non-Profits**: IRC § 501(c)(3) organizations or labor unions representing geographic, racial, ethnic, cultural, or worker communities within Washington state.
- **Eligible Applicant:** The designated organization/representative that is eligible for the program and will be submitting the application and managing the application details and communication with Commerce and other stakeholders. Applicants that receive funding are responsible for contracting with the Department of Commerce and sub-awarding to any project partners.

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- **Eligible Site:** A site that qualifies for the program based on program design. Eligible sites include multi-family housing (five [5] or more units), public charging sites, workplaces, and fleet depots.
- **Electric Vehicle Supply Equipment ("EVSE"):** The unit controlling the power supply to one or more vehicles during a charging session. Colloquially referred to as a charger.
- **Electric Vehicle ("EV") Charging Station:** A continuous installation of EVSE that is served by a common point of service.
- **Environmental Health Disparities Map:** An interactive mapping tool showing environmental and health risks by census tract to identify disparities and improve equity. Integrated into Mapping Tool to assist with site scoring. Refer to scoring for more information.
- **Fleet Depot:** A parking facility intended primarily for a collection of motor vehicles owned or leased by an organization in pursuit of its business activities or services provided. Both public and private fleet depots are eligible. If the purpose of the installation is for personal vehicles of employees, the site must qualify as a workplace use.
- **Future charging events potential:** A scoring component calculated through the Mapping Tool. Future charging events potential is defined as daily trip count. Refer to scoring for more information.
- **Geographic gaps:** A scoring component calculated through the Mapping Tool. Geographic gaps are defined as miles from nearest existing EVSE sites (AFDC, includes current and planned). Refer to scoring for more information.
- **Housing affordability:** A scoring component calculated through the Mapping Tool. Defined as Washington Tracking Network ("WTN") Unaffordability of Housing Score which measures income spent on housing needs.
- **Installation:** EV charging station deployed because of this Program. One (1) installation corresponds to one (1) site.
- **Lead Applicant/Lead Entity:** An organization that is the point of contact managing an application on behalf of multiple participating partners. *See* Eligible Applicant.
- **Low-income community:** A scoring component calculated through the Mapping Tool. Sites will be prioritized in low-income communities along with other socio-economic and environmental characteristics through the Mapping Tool. For income levels, this program utilizes the WTN Median Household Income data in the Environmental Health Disparities Map. Refer to scoring for more information.
- **Mapping Tool:** A map combining data on various socio-economic, environmental, and other topics used to score each site and manual scoring criteria linked to site and project characteristics.
- **Multi-Family Housing:** A residential property with at least five (5) or more housing units. Hotels and motels are not considered multi-family housing for this program.
- **OMWBE:** A business owned and controlled by minority, women, and socially and economically disadvantaged persons as per the Washington Office of Minority and Women's Business Enterprises. A directory of contractors is available at this website: https://omwbe.wa.gov/directory-certified-businesses.
- **Overburdened Community:** A Census tract with a score of 9 or 10, or a tribal location according to the Environmental Health Disparities Map V2 and/or a federally recognized tribe is an overburdened community for the purposes of this program. Reference Mapping Tools for more information and to view the score for a particular site.

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- **Partner**: Collaboration between applicant and one or more organizations that will be supporting the installation. Partners can be any of the eligible applicant types or a designated representative of the site.
- **Power level-to-park time fit:** A scoring component calculated through the Mapping Tool. This estimates charger utilization by estimating dwell time and has distinct calculations per type of charger (Level 2 of DC Fast Charger).
- **Project Labor Agreement ("PLA"):** PLAs are pre-hire collective bargaining agreements negotiated between one or more construction unions and one or more construction employers (contractors/project owners) that establish the terms and conditions of employment for a specific construction project.
- **Proposed Sites:** A site where an installation is being proposed and is submitted for consideration of award funding.
- **Public Access:** To be considered publicly available, an EV charging station must not be located behind a fence or in a gated parking lot, such that the general public is unable to access or is deterred from accessing during normal operational hours for the site (generally excluding 10pm-5am). Businesses may clarify their operational hours and will be held responsible should actual access does not align with this provision and may be asked to provide documentation supporting their operational hours. Operational hours to be identified in application.
- **Public Agencies:** Cities, towns, counties, public school districts or special schools, transportation planning organizations, transportation authorities or agencies, municipal corporations, port districts or authorities, political subdivision of any type, or any other entities or authorities of local government in corporate form or otherwise.
- **Public Schools:** K-12 public schools and school district buildings and bus depot facilities, and higher education facilities, including dormitories. . Bus depot facilities include those owned and operated by contracted services in contract with a public school or school district.
- **Retail Electric Utilities:** Any electrical company, public utility district, irrigation district, port district, electric cooperative, or municipal electric utility that is engaged in the business of distributing electricity to retail electric customers in the state, per RCW 80.60.010.
- **Rural:** Population density and land area criteria used for rural area assistance and other programs as per the Office of Financial Management (wa.gov).
- **Scoring:** The process of assigning numerical values for each scoring criteria to determine application priority. The scoring for this program is a combination of scores derived from the Mapping Tool and other site or project characteristics.
- **Site:** Developed real property substantially under the common control of a single entity serving residents/employees/customers/guests for a common purpose.
- **Site Readiness:** How ready the design for an installation is for construction, including any required design and permitting approvals and preparation for construction.
- **Stub-out (make-ready):** A complete "stub-out" installation includes all the panel upgrades, trenching, conduit, and wiring (collectively referred to as the customer-side make-ready), needed for a new EVSE to be installed later without any additional construction work. A "stub-out" typically ends with at least two inches (2") of a spare run of conduit with accessible pull rope and is capped off to protect it from the elements.
- **Tribal Entities**

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  - Sites: Sites on the lands of federally recognized tribes, or an enterprise located off tribal land and owned by a federally recognized tribe.
  - Applicants: Federally recognized tribes.
- **Underserved Community:** The people to charging ports ratio for the site's Census tract and county as calculated by the Mapping Tool. Underserved in this context means underserved by existing EV infrastructure. Refer to the scoring for more information.
- **Workplaces:** A workplace is a non-residential site location, where business is conducted or where services or industrial operations are performed. Residential properties are not eligible as a workplace regardless of their use as a place of business. Chargers may be public or private and must be shared use (meaning that the chargers are not assigned to a single employee, or subset or employees at the site, and are available as a community resource for the site).

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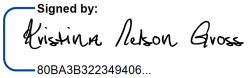
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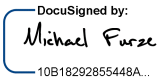
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Crystal Ralkey
1011 Plum Street SE
MS 42525
Olympia, WA 98504-2525
crystal.ralkey@commerce.wa.gov
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Kristina Nelson Gross knelson-gross@sequimwa.gov Security Level: Email, Account Authentication (None)	Signed by:  80BA3B322349406... Signature Adoption: Pre-selected Style Using IP Address: 65.193.218.2	Sent: 8/16/2024 4:08:48 PM Viewed: 8/16/2024 4:14:46 PM Signed: 8/16/2024 4:15:11 PM
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Completed	Security Checked	8/23/2024 8:15:41 AM

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