



**Pennsylvania
National Electrical Vehicle Infrastructure (NEVI)
Formula Program**

NOTICE OF FUNDING OPPORTUNITY (NOFO)

**Commonwealth of Pennsylvania
Department of Transportation**

*Josh Shapiro, Governor
Mike Carroll, Acting Secretary of Transportation*

Round 1 FFY 2022 – FFY 2023

January 6, 2023

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PennDOT NEVI Formula Program Grants Notice of Funding Opportunity

Agency: Strategic Development and Implementation Office (SDIO), Pennsylvania Department of Transportation (PennDOT)

Action: Notice of Funding Opportunity (NOFO)

Summary: The purpose of this notice is to solicit Applications for PennDOT National Electric Vehicle Infrastructure (NEVI) Formula grants. Funds for the federal fiscal years (FFY) 2022 and 2023 PA NEVI grant program are to be awarded on a competitive basis to plan, design, construct, operate, and maintain Electric Vehicle Supply Equipment (EVSE) sites across Pennsylvania.

Dates: PennDOT will begin accepting Applications via the eGrants Public Portal Interface on March 27, 2023. Applications must be submitted by 5:00 PM EDT on Friday, May 05, 2023, unless extended by PennDOT. Late Applications will not be accepted.

Addresses: All Application materials and attachments are to be submitted electronically via PA Department of Community and Economic Development's (DCED) eGrants Public Portal Interface, an online submission system used by PennDOT, by an eligible Site Applicant (see Section II.A). The electronic Application through the eGrants Public Portal Interface will be available at: <https://www.esa.dced.state.pa.us/Login.aspx>. The Application can be saved at any time and accessed later.

Accessing the Application requires a Keystone Login (<https://keystonelogin.pa.gov/Account/Register>). If the Site Applicant already has a Keystone Login, that may be used. Instructions for registering for a new Keystone Login are provided on the login page.

For Further Information: Site Applicants must contact PA NEVI grant program staff via email at ra-pdevcorridors@pa.gov for any questions or further information. In addition, PennDOT will regularly post answers to questions and requests for clarifications on PennDOT's website at <https://www.penndot.pa.gov/ProjectAndPrograms/Planning/EVs/Pages/FAQs.aspx>. The deadline to submit technical questions regarding this NOFO is Friday, March 24, 2023.

Supplementary Information: Each section of this notice contains information and instructions relevant to the Application process for PA NEVI grants. All Site Applicants shall read this notice in its entirety along with the referenced documents, the questions and answers on PennDOT's NEVI FAQ webpage, and any addenda published later to have the information needed to submit eligible and competitive Applications.

Please refer to the appendices to this NOFO for definitions of key terms, Application instructions, the Application questionnaire, the scoring rubric, essential EVSE equipment specifications, a list of required Application materials and Project deliverables, interchange score tables, the required utility form, sample cybersecurity clauses, and a sample Grant Agreement containing important legal requirements. The terms of the sample Grant Agreement may change before execution.



National Electric Vehicle Infrastructure Standards and Requirements (23 CFR Part 680): Pennsylvania's NEVI program, and the terms of this document and all others provided along with it, are in conformance with Federal law and Federal Highway Administration (FHWA) regulations. On February 15, 2023, FHWA issued a Final Rule which “establishes regulations setting minimum standards and requirements for projects funded under the National Electric Vehicle Infrastructure (NEVI) Formula Program and projects for the construction of publicly accessible electric vehicle (EV) chargers under certain statutory authorities, including any EV charging infrastructure project funded with Federal funds that is treated as a project on a Federal-aid highway.” The final Federal Rule, along with previous work towards the final Federal Rule, may be viewed online through the Federal Rulemaking portal at www.regulations.gov using the docket number FHWA-2022-0008. All Site Applicants must adhere to all provisions in the Federal Rule as well as any additional provisions in this NOFO.

All provisions of this NOFO, including appendices, that are relevant after the submission of Application are included in the sample Grant Agreement (see **Appendix X – Sample Grant Agreement with Terms and Conditions**). Exhibits that require signatures must be signed by the Site Applicant before PennDOT will execute the Grant Agreement.

Note: PennDOT has retained a consultant to help manage the NEVI Formula Program. References to “PennDOT” in this NOFO should be read to include PennDOT’s consultant or other PennDOT contractors or consultants used to manage the program or perform discrete tasks.



Section I – Program Description

A. Overview

The Bipartisan Infrastructure Law (BIL) establishes a National Electric Vehicle Infrastructure Formula (NEVI Formula) program to provide funding to states to strategically deploy EV charging infrastructure and to establish an interconnected network to facilitate data collection, access, and reliability. The BIL directs FHWA to apportion NEVI Formula funding among states, including Pennsylvania, on a formula basis. Under the formula, Pennsylvania will receive \$171.5 million over five years to create an EV charging network across the state. The first two years of program funding, totaling \$61.9 million, has been funded by FHWA and is currently available for the Pennsylvania NEVI grant program.

Future grant opportunities will be released as remaining federal funds are secured for the program. The PennDOT vision is to strategically deploy EV sites to support the development of convenient, accessible, reliable, and equitable EV charging. Once installed, EV sites are intended to complete a network for electric vehicle DC fast charging every 50 miles or less along PennDOT's FHWA Designated Alternative Fuel Corridors (AFCs). The PennDOT Electric Vehicle Infrastructure Deployment Plan (Pennsylvania NEVI Plan) and other relevant documents regarding this program can be found at the following site:

www.penndot.pa.gov/EV - select "National Electric Vehicle Infrastructure (NEVI) Formula Program."

B. Program Structure

The federal plan for NEVI-funded electric vehicle charging sites includes a phased approach over the five-year funding cycle. The first phase will focus on fully building out the AFC corridors. Funds may not be spent on other sites until all AFCs are fully built-out as per federal guidelines.

PennDOT will be addressing the first phase with multiple rounds of funding through the PennDOT NEVI Grant Program. Round 1 will focus on Pennsylvania's primary and auxiliary interstate AFC network. This includes 11 primary interstates and four auxiliary interstates, with each separated into groups of interchanges (exit numbers) called Corridor Groups. PennDOT has developed an online map showing the 84 Corridor Groups, which are labeled as Priority I, II, or III.

- Priority I Corridor Groups (40) include interchanges that have been selected through a gap analysis to most likely satisfy the 50-mile interval required for an AFC to be "fully built-out."
- Priority II Corridor Groups (30) include interchanges that are in locations closer to existing sites and/or more likely to be redundant when ensuring 50-mile intervals are filled on the AFCs.
- Priority III Corridor Groups (14) include an interchange that already has an existing NEVI-qualifying EV charging site. These sites will be considered for redundancy purposes once the AFCs are all fully built-out. PennDOT is unlikely to award Candidate Sites in the Priority III Corridor Groups during Round 1.

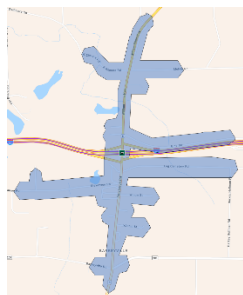
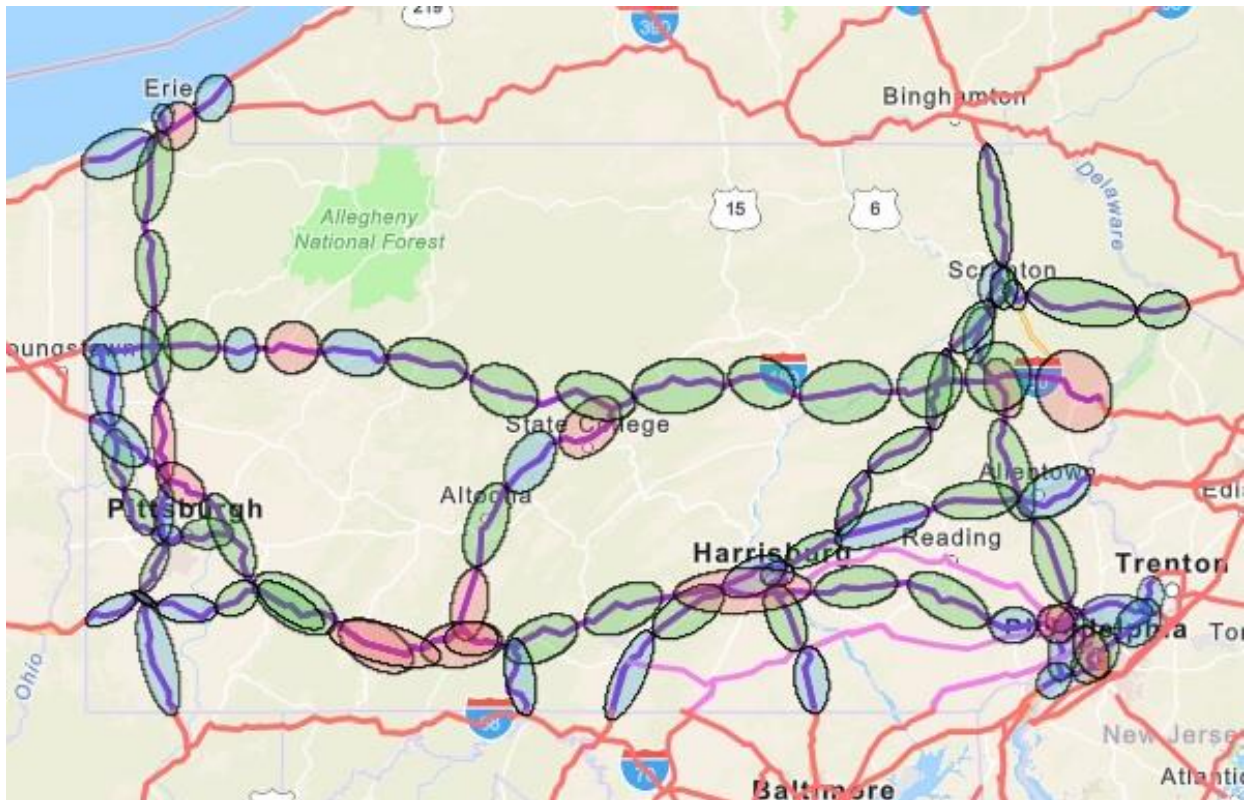
Within each group, interchanges are prioritized and given an interchange score (see **Appendix VII – Interchange Score Tables** for full list). These interchange scores are applied identically to all Candidate Sites at a given interchange. There are a total of 419 eligible interchanges for consideration in Round 1.

It is anticipated that one site within each Priority I group will be selected first, followed by one site within each of the Priority II groups of interchanges, depending on funding availability. Corridor Groups and priority levels may change in future funding rounds. Please note that all site selection is at the sole discretion of PennDOT.



Non-interstate AFCs along with any remaining gaps along AFC interstates will be funded in future rounds. Additional funding will be available in future rounds to achieve other goals of the program as identified in the Pennsylvania NEVI Plan.

A screenshot from the online map, [Pennsylvania NEVI - Anticipated Funding Round 1 - Interchange Information](#), is shown below with an inset showing an example of a 1-mile interchange polygon for an eligible interchange. The Round 1 map is finalized and will not be updated. Any newly installed NEVI-compliant stations will not change the map, priority rankings, or scoring process.



Interchange Groups	NEVI Compliant Charging Sites	Interchanges	AFCs	1mi Polygons
Priority I – High	Operating (PA)	Eligible	PA Round 1 Corridor	
Priority II – Mid	Planned (PA)	Ineligible	PA Round 2 Corridor	
Priority III – Low	Operating (Out of State)		Bordering Corridor	

C. Award Information

Total Funding Available

For the Round 1 funding, PennDOT has advanced appropriations of \$25.4 million for FFY 2022 and \$36.5 million for FFY 2023 for a total of \$61.9 million through the PennDOT NEVI Formula program. It should be noted that this is the total NEVI funding available through this grant opportunity. Some of this amount may be used for labor and workforce training, planning, outreach, and administration as



allowed by NEVI guidelines. Approximately \$56 million is anticipated to be available for Site Applicants. PennDOT is not obligated to award all these funds to Round 1 Projects.

The PA NEVI grant program is a reimbursement grant program and Site Applicants are required to provide a minimum 20 percent match of the eligible costs from non-federal sources.

Availability of Funds

Grant funding obligation occurs when a selected Site Applicant (Conditional Awardee) and PennDOT enter into a written Grant Agreement after the Conditional Awardee has satisfied all applicable requirements. A more detailed anticipated timeline is provided in **Section V – Application Evaluation**. Any costs incurred prior to a fully executed Grant Agreement are not eligible for reimbursement. PA NEVI grant program funds must be used within a 2 years of Grant Agreement execution, unless an extension is granted by PennDOT. PennDOT recognizes that factors outside of the Site Applicant’s control may result in some Projects requiring an extension. PennDOT retains the right to prioritize Projects for selection that are most likely to achieve an efficient timeline and/or AFC build-out requirements.

Start Dates and Period of Performance

PennDOT expects to obligate PA NEVI Program grant award funding as flexibly and expeditiously as possible after Project selections have been announced via a signed Grant Agreement between PennDOT and the Grantee. Upon final execution of the Grant Agreement, Grantees can begin installing and testing equipment and incurring costs. Once all required documentation is complete, the Grantee will be given the Notice to Proceed and can begin invoicing PennDOT. A Notice of Acceptance will be issued by PennDOT following the successful installation, testing, and certification of the site, as approved by PennDOT. The Period of Performance will start on the date stated in the Notice of Acceptance and continue for 60 months following this date. All funds (except the retainage) will be disbursed within two months once a final invoice is approved for payment after Notice of Acceptance.

Award Size and Anticipated Quantity

PennDOT expects to award as many grants as possible with the available funding for Round 1 with no minimum or maximum award size per site. PennDOT reserves the right to make more or fewer awards and reserves the discretion to alter maximum award sizes upon receiving the full pool of Applications and assessing the needs of the program in relation to the priorities. PennDOT also reserves the right not to award the full funding amount requested by a Site Applicant. PennDOT’s intent is that no single Site Host or EVSE station operator may receive more than 25% of the total amount awarded in Round 1.

D. Round 1 Procedure

Round 1 is broken into four stages as follows:

- **Stage 0: Application Period** – Site Applicants complete their Application through the eGrants Public Portal Interface which includes all necessary submissions to be considered for a grant award. PennDOT will review all Applications and select a subset of Site Applicants for Conditional Awards.
- **Stage 1: Post-Selection Period** – Site Applicants selected for a Conditional Award become Conditional Awardees and must go through the contracting process with PennDOT. This process includes the completion of several deliverables leading to the execution of the Grant Agreement



whereby the Conditional Awardee will become the Grantee. PennDOT will then issue a Notice to Proceed.

- **Stage 2: Installation Period** – Grantees must complete installation of the equipment and submit additional deliverables before PennDOT accepts the Project as operational. Upon successful installation of equipment and completion of these deliverables, PennDOT will issue the Notice of Acceptance.
- **Stage 3: Period of Performance** – Once equipment is successfully installed and the Grantee is given Notice of Acceptance, the Grantee will operate the charging equipment and complete additional documentation periodically over the five-year Period of Performance.
- **Stage 4: Project Close-Out** – The Grantee must submit final quarterly and annual reports after the Project Period of Performance ends. Upon acceptance of the final annual report, PennDOT will disburse the remaining one-fifth of retainage and the Project will be closed out.

See **Appendix VI – Required Application Materials and Project Deliverables** for a list of required deliverables corresponding to each stage of the Round 1 grant process.

Section II – Eligibility Information

A. Eligible Entities

In general, most entities are eligible to receive NEVI funds. Site Applicants must be registered with the Pennsylvania Secretary of State and be in good standing. Refer to **Section V – Application Evaluation**, for examples of criteria that would make a Site Applicant ineligible. Site Applicants may follow their typical procurement processes when selecting team members, as long as they follow the processes/requirements outlined in the Federal Rule.

B. Eligible Projects

Round 1 NEVI Formula Program funds are restricted to Projects directly related to EV charging infrastructure that is open to the public 24/7. Initially, funding under this program is directed to designated AFCs for electric vehicles to build out the national network, particularly along the Interstate Highway System. Refer to the online map, [Pennsylvania NEVI - Anticipated Funding Round 1 - Interchange Information](#), for eligible interchanges and eligible Project locations.

C. Eligible and Ineligible Costs

Site Applicants may apply for up to 80 percent federal cost share of the eligible costs, with a minimum required match of 20 percent from non-federal sources. Eligible costs to be included in the cost share and match are defined in this section. When costs are submitted for reimbursement, they will be reviewed for eligibility by PennDOT to ensure conformance with FHWA guidance per 2 CFR 200 and NEVI Program guidance. The lists of eligible and ineligible costs are based on PennDOT's current understanding of Federal guidance.

Eligible Costs

To be considered “directly related” to charging of vehicles, items must be a necessary component in the EV charging station, be a necessary component to connect the EV charging station to the electricity source (or to supply power from the electricity source), provide eligible signage to direct EVs to the charging station, or provide information to EV users about use of the charging station. This includes



costs of new public EV charging stations, as well as upgrades to existing EV charging stations. Eligible costs may include:

1. Costs for pre-construction work like environmental documents and studies, preliminary engineering, and related work.
2. Construction costs (as defined under 23 U.S.C. 101(a)(4)), including site restoration after installation, directly related to the EV charging station.
3. Costs for planning, permitting, acquisition, and installation of on-site distributed energy resource (DER) equipment (e.g., solar arrays, stationary batteries).
4. Costs to acquire and install on-site electric service equipment (e.g., power meter, transformer, switch gear), including shipping fees and applicable taxes.
5. Costs of minor grid updates (work necessary to connect a charging station to the electric grid distribution network like extending power lines or upgrading existing power lines).
6. Costs to install signage at site that is compliant with the MUTCD and 23 CFR part 750.
7. Costs for workforce development activities.
8. Costs to procure and install, repair, upgrade, and/or replace existing EV charging equipment to meet NEVI minimum standards and requirements.
9. Costs to procure and setup EVSE related hardware and software.
10. Costs to upgrade existing EV charging stations to meet Americans with Disabilities Act (ADA) requirements.
11. Fixed operating and maintenance costs (up to five years after the charging station is commissioned) including:
 - a. Charging equipment lease fees (if Site Applicant chooses lease option for charging equipment rather than purchase option). The lease costs are only eligible if paid in advance through a contract.
 - b. Cellular network fees, internet service fees, or similar fees.
 - c. Hardware and software maintenance and repair costs, including service agreements with third-party contractors and charging equipment manufacturers or warrantors are acceptable to PennDOT. Service agreements shall be fixed price and paid up-front in advance of the Period of Performance. PennDOT will not consider annual renewals to be eligible.
12. Costs to install, operate, and maintain light-, medium-, and heavy-duty electric vehicle charging infrastructure. Light-duty electric vehicle charging infrastructure may be given priority in the initial funding rounds.
13. Costs for EV charging infrastructure data sharing. This includes, to the extent practicable, costs related to the specific data sharing requirements of this program as well as costs of data sharing on all chargers and charging activities on the EV network.
14. Costs for construction project management directly related to the EV charging station.

Ineligible Costs

1. Costs incurred prior to a fully executed Grant Agreement.
2. Costs not directly related to charging of vehicles.
3. Costs for purchase or rental of real estate.
4. Costs for construction or general maintenance of building and parking facilities (if not directly related to charging of vehicles).



5. Project equipment costs associated solely with installing DC fast charging plugs beyond the four required CCS plugs.
 - a. Ineligible costs could include power cabinets and charging units that do not also support one or more of the four required plugs. For example, a power cabinet that solely supports charging unit numbers 5 and 6 would not be an eligible cost.
 - b. Site-level costs and equipment that support the entire Project may be eligible costs, so long as they are otherwise considered eligible costs. For example, a transformer that supports more than four charging units at the Candidate Site would be an eligible cost, without any need for proration.
 - c. Additionally, costs such as trenching, asphalt work, etc., for the entire Project would be eligible as they are not equipment costs.
6. Variable operating and maintenance costs, including costs for electricity, insurance, and other recurrent business costs such as staffing.
7. Costs of major grid upgrades (longer line extension or upgrades, improvements to offsite power generation, bulk power transmission, or substations).
8. Fixed operations or maintenance costs incurred outside of an up-front contract at or near time of station commissioning. Operation and maintenance costs for equipment beyond the four required CCS plugs are not eligible costs.
9. Any Project costs covered by the utility, including utility service upgrade costs.
10. Costs for any connectors or adapters other than CCS.
11. Costs for studies or research projects.

Section III – Program Requirements

Site Applicants must follow all FHWA NEVI Formula Program requirements. This includes requirements in the following documents:

- [FHWA National Electric Vehicle Infrastructure \(NEVI\) Formula Program Guidance \(pdf\)](#)
- [FHWA NEVI Program Frequently Asked Questions \(pdf\)](#)
- [Federal Register: NEVI Formula Final Federal Rule \(website\)](#)

FHWA clarified and added some requirements to the final Federal Rule since the release of the Notice of Proposed Rulemaking (NPRM). All Site Applicants should review the Federal Rule to ensure they understand all requirements before completing an Application.

Any requirements specific to this NOFO are to be considered in addition to the FHWA requirements and must be adhered to by all Site Applicants. A full list of requirements must be agreed to when applying in the eGrants Public Portal Interface, included in **Appendix III – Application Questionnaire** of this NOFO.

The following subsections include additional PennDOT specific considerations.

A. Maintenance and Operation

Equipment Ownership

Upon completion of construction and installation and Notice of Acceptance by PennDOT of fully operational EVSE (including power and data service) the Grantee shall own or lease the EVSE equipment. Grantees shall ensure there is a separate and distinct utility-grade meter for the EVSE system.



Uptime Requirement

Other than allowable downtime for scheduled maintenance, vandalism, and natural disasters, equipment must be fully operational greater than 97 percent of the time on average, annually, as per § 680.116b of the Federal Rule. Uptime shall be self-monitored by the Grantee and reported to PennDOT as part of the quarterly report. PennDOT may notify the Grantee if it has reason to believe the Uptime requirement is not being met and require the Grantee to develop an action plan to bring the equipment back to working condition and improve system Uptime to the required level. Grantee shall implement the action plan.

Material or repeated non-compliance with the Uptime requirements may be considered an event of default. Notwithstanding anything to the contrary contained in this NOFO (including its terms and conditions and applicable appendices) or the Grant Agreement, if the Grantee is in default of the Uptime requirement, PennDOT may terminate the Grant Agreement and require the Grantee to repay to PennDOT the amount of grant funding provided, prorated for the portion of the remaining Period of Performance.

Five-Year Operations and Maintenance Obligation

The Grantee shall be required to ensure the operations and maintenance of the EVSE at the site for a period of at least five years from the date identified on the Notice of Acceptance letter. Compliance with the 97 percent Uptime requirement throughout the Period of Performance is essential, and Grantees may satisfy this requirement one of two ways:

1. **Option 1—Full-Coverage Service Contract:** The Grantee shall comply with a five-year maintenance and operation plan and a five-year networking plan. The Grantee shall have a five-year service contract providing 100 percent coverage of labor, parts, and materials as well as emergency maintenance service. This contract shall include comprehensive preventive maintenance for the covered equipment and systems and repair and replacement coverage (sometimes called a “breakdown” insurance policy) for the covered equipment.
2. **Option 2—In-House Operations and Maintenance:** PennDOT will not fund in-house operation and maintenance programs with NEVI program grant funds and thus Grantees will have to use other funding sources. In-house operation and maintenance programs will comply with the Grantee’s Operations and Maintenance Plan. If the Grantee is not providing comprehensive preventive maintenance or system repair or replacement, PennDOT will have the right to enter the property to inspect. See the Uptime Requirement subsection below for more information.

Transfer After or During the Performance Period

If the Grantee decides to retain and operate the equipment following the Period of Performance, the Grantee will be responsible for management, receipt, and disbursement of fees charged. If the Grantee is unable to fulfill the five-year obligation, the Grantee must either work with PennDOT to assign a new operator at the site or pay back Project funds prorated for the portion of the remaining five years.

Emergency Incident Reporting Requirement

During the Period of Performance, PennDOT must be notified within 24 hours after the Grantee becomes aware of any of the following critical events by emailing ra-pdevcorridors@pa.gov:



- One or more charging plugs are inoperable for more than 24 hours.
- All publicly available DC fast charging plugs at the site are inoperable for more than 15 minutes.
- One or more pieces of equipment essential to the operation of the charging units/station experience a system failure.
- Other incidents related to charging electric vehicles such as:
 - Damage to an electric vehicle as a result of connecting to or receiving electricity from the station,
 - Any other safety related incident, such as an accident or fire, at or near the charging station, or
 - Any time emergency responder personnel are dispatched to or near the charging station.

B. Data Sharing/Interoperability Requirements

Pennsylvania is required to provide both quarterly and annual data submittals as per § 680.112 of the Federal Rule. Grantees must prepare and provide all data required in a manner prescribed by FHWA to complete the quarterly and annual reports.

Data must be transferred or made available using methods as prescribed in **Appendix V – EVSE Specifications** Item 10B, and as agreed upon between the contracted parties in the Grant Agreement. The submitted data will be maintained in a secure manner and will not be used for any purposes other than those required to fulfill the requirements of the Grant Agreement. The Grantee must also disclose, via the Data Management and Cybersecurity Plan (discussed further in **Section III – Program Requirements, G. Privacy And Cybersecurity**), the location of the data and security processes and systems governing it while under the Grantee’s control.

C. Proposed Modifications to System Specifications

This NOFO includes EVSE Specifications that are compliant with the NEVI Formula program. Should the Site Applicant seek to use EVSE that deviate from the NOFO minimum requirements, the Site Applicant shall fully explain the deviation from the requirements as part of the Application for PennDOT review. PennDOT will review the request, evaluate compliance with program requirements, and approve or reject the proposed modifications.

D. Project Revenue and Pricing for EV Charging

Project Revenue

As per § 680.106 part m of the Federal Rule, Grantees may use revenue generated from the operation of charging stations for debt service, a reasonable return on investment, and/or costs for operation, maintenance, and site improvement. Grantees will need to include sufficient information in their operations and maintenance plan for PennDOT to evaluate and confirm that Project revenue will be used in accordance with the Federal Rule. Any material decreases in costs or increases in revenues during the Period of Performance must be reported to PennDOT for review and confirmation that the Project remains in compliance with the approved operations and maintenance plan and the Federal Rule.

End User Pricing for EV Charging

In consideration of the financial assistance provided by the Commonwealth, the Grantee covenants that the price charged to end users for EV charging shall be reasonable. If PennDOT has reason to believe



that the Grantee is charging an unreasonable rate, PennDOT will notify the Grantee. As soon as possible after notification, but in no case more than seven calendar days, the Grantee shall contact PennDOT to meet and discuss PennDOT's concerns. If PennDOT requests, the Grantee shall develop and implement a corrective action plan.

Repeated non-compliance with the reasonable charging fee requirement may be considered an event of default. Notwithstanding anything to the contrary contained in this NOFO (including its terms and conditions and applicable appendices) or the Grant Agreement, if the Grantee is out of compliance with these terms, PennDOT may terminate the Grant Agreement, and if the termination occurs within the Period of Performance, require the Grantee to repay to PennDOT the amount of grant funding provided, prorated for the portion of the remaining five years.

E. Testing Requirements

Grantees shall ensure that standard factory testing and post-installation system testing is conducted for each charging unit to verify functionality of the EVSE. In addition, Grantees shall ensure access and/or integration into the PennDOT or other prescribed data sharing system. Factory test results shall be provided for each unit as verified by the Grantee's quality assurance or test manager. Similar test results for the installed system shall be provided with the test manager's approval. PennDOT will also have the right to test the EVSE and any data sharing connections (PennDOT systems and/or Grantee provided portal). For data sharing, PennDOT will participate in the testing through verification of receipt of the specified data. For the charging unit, PennDOT may run on-site testing at its own expense.

F. Customer Service

Grantees shall ensure that customer service is provided and available 24 hours per day, 7 days a week. Customer service shall provide support and responses to inquiries and comments from EVSE users who are using or attempting to use the EVSE charging equipment. The Site Applicant shall submit a plan detailing how such service shall be provided which is accessible by all users. Quarterly reports by Grantees should include key performance indicators (KPI) for monitoring and to ensure quality performance (e.g., number of calls, length of calls, customer problem areas, a log of all customer service activities, etc.) related to PennDOT NEVI funded sites.

G. Privacy And Cybersecurity

Grantees shall be responsible for cybersecurity as it relates to owning, operating, maintaining, and data sharing for the EVSE. Question 1.2 in the Application Questionnaire (see **Appendix III – Application Questionnaire**) asks Site Applicants to describe their basic plans around identifying and managing cybersecurity as related to EV charging. To assist with the Application, **Appendix IX – Example Cybersecurity Clauses for EV Charging Infrastructure** is provided. These cybersecurity clauses give Site Applicants some areas to consider when developing their Application.

After selection, Grantees shall participate in a privacy impact assessment with PennDOT, including their Data Governance and Security team. After agreement execution, Grantees shall share the following:

1. How cybersecurity will be assessed throughout the Agreement term,
2. Results of third-party cybersecurity testing (not proprietary information that would make the overall system vulnerable),
3. How system updates will affect end users, and
4. Proposed protocols for notifying PennDOT of any security breach.



Grantees shall develop a Data Management and Cybersecurity Plan that incorporates this information and guidance on risk assessments for personnel involved with the charging network, including contractors and service providers. Grantees shall submit the Data Management and Cybersecurity Plan to PennDOT for approval. Grantees shall comply with local, state, or federal laws as they relate to cybersecurity and privacy. Grantees shall provide an updated Data Management and Cybersecurity Plan annually along with the annual report for approval by PennDOT. Grantees shall specifically identify the need for the changes to the Data Management and Cybersecurity Plan as part of the annual updates. Grantees can update and submit the Data Management and Cybersecurity Plan more frequently, if required.

H. Permitting and Third-Party Agreements

PennDOT will obtain environmental clearances for the site work related to EV installation as required by the National Environmental Protection Act (NEPA). Grantees shall be responsible for all permitting responsibilities and third-party agreements for the site. Any amendments to the obtained NEPA clearances shall be the responsibility of the Grantee.

I. Buy America Provision

Equipment used for EV charging must comply with both the Title 23 Buy America clause (23 U.S.C. § 313) and the Build America, Buy America Act (Pub. L. No 117-58, div. G §§ 70901–70927).

FHWA has provided a phased waiver to the Buy America provisions for NEVI EV charging equipment (88 FR 10619) to allow for a smoother transition while the market adjusts to the Buy America conditions. This waiver is broken into two phases. The first phase includes equipment manufactured before July 1, 2024, and installed before October 1, 2024. The second phase includes equipment manufactured and/or installed after these dates until a future date to be determined by FHWA.

For the purposes of Applications to Round 1 of PennDOT's NEVI Program, all proposed equipment and costs shall assume compliance with the second phase of the waiver, regardless of when equipment is planned to be procured and installed. However, if, after award, equipment is purchased and installed prior to the deadlines of the first phase of the waiver, the first phase requirements may be used for this equipment.

See **Appendix X – Sample Grant Agreement with Terms and Conditions** for more information.

Section IV – Application Procedures

A. Submission Process

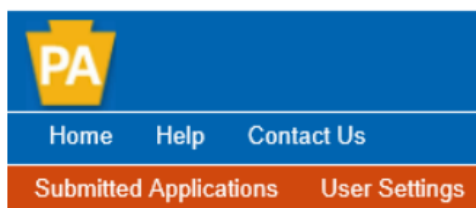
All Application materials and attachments are to be submitted electronically during the open Application period via PA DCED eGrants Public Portal Interface, an online submission system used by PennDOT, by an eligible Site Applicant (see **Section II – Eligibility Information, A. Eligible Entities**). The electronic Application form through the eGrants Public Portal Interface is available at: <https://www.esa.dced.state.pa.us/Login.aspx>. The Application can be saved at any time and accessed later. Site Applicants must submit a separate Application for each Candidate Site. There is no limit on the number of Applications a Site Applicant may submit. A Site Applicant can submit only one Application per physical site address.



Accessing the Application requires a Keystone Login. If the Site Applicant already has a Keystone Login, that may be used. Instructions for registering for a new Keystone Login are provided on the login page.

B. Setting Up Your Profile in the eGrants Public Portal Interface

After logging into the eGrants Public Portal Interface, the Site Applicant can set up a user profile which contains general information about the Site Applicant and the Site Applicant's organization. This information can then be automatically pulled into any Application the Site Applicant creates. It is recommended to complete this before starting the first Application. Click on "User Settings" in the orange menu bar at the top of the home screen to access your user profile. Contact the PA DCED with questions on the eGrants Public Portal Interface (ra-dcedcs@pa.gov).



The following are guidelines for information required in the user profile:

- **FEIN:** This is your organization's federal employer/tax ID number. Enter as 9 digits without dashes.
- **SAP Vendor #:** This is your organization's SAP (Systems, Applications, and Products) vendor number to receive payments from the Commonwealth of Pennsylvania. If you do not know your SAP Vendor number, you can search at https://b2b.ies.pa.gov/apps/vendor_lookup/index.html. An SAP vendor number will not be required to submit an Application but will be required prior to grant award. To request an SAP vendor number, please refer to <https://www.budget.pa.gov/Services/ForVendors/Pages/default.aspx>.
- **Entity Name:** This should be the official legal name and match the name used for SAP Vendor Registration and used on official resolutions.
- **Top Official/Signing Authority:** Identify the personnel with authority to sign the contract.

An overview of the Application with instructions is included in **Appendix II – Application Instructions**, and the Application questionnaire is included in **Appendix III – Application Questionnaire**. A list of required documentation is outlined in **Appendix VI – Required Application Materials and Project Deliverables**.

C. Submission Deadline

Applications for the PA NEVI grant program will be accepted on a round-by-round basis, beginning with Round 1. Completed Applications must be submitted electronically as indicated in this Pennsylvania NEVI NOFO. For Round 1, the open Application period will begin March 27, 2023, and will end on May 05, 2023, at 5 PM EDT. Only electronic Applications received during the open Application period are considered to meet the Application deadline for a particular solicitation round.

D. Confidential Information

PennDOT is not requesting confidential proprietary information or trade secrets. Site Applicants should not label an entire Application as confidential, proprietary, or trade secret protected. Site Applicants



should use the following process when submitting information that is believed to be confidential, proprietary, or a trade secret:

1. Prepare and submit an unredacted version.
2. Prepare and submit a redacted version that redacts the confidential or proprietary information or trade secret. Use a redaction program that ensures the information is permanently and irreversibly redacted.
3. Prepare and submit a signed written statement that identifies confidential or proprietary information or trade secrets and that states: the attached material contains confidential or proprietary information or trade secrets, you are submitting the material in both redacted and un-redacted format, if possible, per 65 P.S. § 67.707(b), and you request the material be exempt under 65 P.S. § 67.708(b)(11) from public records requests.

Applications and other material submitted with the Applications are the property of the Commonwealth. The Commonwealth has the right to use ideas not protected by intellectual property rights that are in Applications regardless of whether the Site Applicant receives a grant. Notwithstanding copyright designations, the Commonwealth shall have the right to make copies and distribute Applications and other submitted material and to comply with disclosure requirements per statutes, regulations, rules, and court orders.

After the award of a Grant Agreement pursuant to this NOFO, Applications are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If an Application contains confidential or proprietary information or trade secrets, a Site Applicant must provide a signed written statement per 65 P.S. § 67.707(b) for the information to be exempt from public records requests per 65 P.S. § 67.708(b)(11). Financial capability information may be exempt from disclosure per 65 P.S. § 67.708(b)(26).

E. Worker Protection and Investment

Site Applicants shall certify compliance with applicable Commonwealth labor and workforce safety laws including, but not limited to the following statutes (as applicable): Construction Workplace Misclassification Act, Employment of Minors Child Labor Act, Minimum Wage Act, Prevailing Wage Act, Equal Pay Law, Employer to Pay Employment Medical Examination Fee Act, Seasonal Farm Labor Act, Wage Payment and Collection Law, Industrial Homework Law, and Construction Industry Employee Verification Act. A certification form will be available as part of the eGrants Public Portal Interface. Site Applicants shall also ensure that all its subcontractors submit compliance certification forms. Additionally, the installation team must include electricians licensed by the Commonwealth and at least one electrician certified through the Electric Vehicle Infrastructure Training Program (EVITP) program or similar as required per § 680.106 of the Federal Rule.

F. Required Application Submissions

All items needed to complete an initial Application are provided in the eGrants Public Portal Interface with additional information in **Appendix VI – Required Application Materials and Project Deliverables**. Applications may be rejected if they do not include all required submissions. Upon selection for preliminary award, there are several other required documents that are outlined in **Appendix VI – Required Application Materials and Project Deliverables**.



Section V – Application Evaluation

A. Selection Process

PennDOT will review and rank each submitted Application with respect to applicable criteria for program funding, current priorities, and other factors. The anticipated timeline for the Round 1 PA NEVI Formula Program grant selection process will be as follows:

Date	Item
January 6, 2023	Notice of Funding Opportunity released
March 13, 2023	Revised Notice of Funding Opportunity released
January-Mid March 2023	Submit utility form to utility provider so the utility can complete and return the form to the Site Applicant in time for the Application period end date
March 24, 2023	Any technical questions regarding the NOFO must be submitted to RA-PDEVCorridors@pa.gov . Frequently asked questions and answers will be posted publicly online to the PennDOT NEVI site.
March 27, 2023	Application submission period begins (ability to enter in the eGrants Public Portal Interface)
May 5, 2023	PA NEVI grant program Application submission period ends at 5 PM EDT
May – June 2023	PennDOT Application review
July 2023	Preliminary award approval and denial notifications
July – September 2023	PennDOT NEPA Process
September 2023	Final award approval and denial notifications
October – November 2023	Grant Agreement execution; Notice to Proceed

PennDOT’s goal is to create a fair and uniform basis for the evaluation of the Applications for Candidate Sites in compliance with all applicable legal requirements governing this grant. The Application evaluation process will consist of the steps outlined in this section. PennDOT will conduct the evaluation process as follows:

1. Review each Application for responsiveness and pass/fail and criteria (outlined below).
2. Review and evaluate each Application’s scored criteria, resulting in an overall Application score for the Candidate Site.
3. PennDOT may confer with Site Applicants and owners/operators of potential Candidate Sites and/or investigate information in the Application, which could result in an adjusted overall Application score for Candidate Sites.
4. Compare Candidate Site to other Candidate Sites within a Corridor Group and rank Candidate Sites by overall score.
5. The highest-ranking Candidate Sites for each Corridor Group will be considered for a preliminary award based on overall corridor priorities and as funding allows.

Responsiveness Criteria

PennDOT may declare an Application ineligible for award when any of the following occur:



1. Any component of the Application is incomplete or not prepared as specified in the NOFO or the eGrants Public Portal Interface.
2. Any required Project deliverables are not completed (as outlined in **Appendix VI – Required Application Materials and Project Deliverables**).
3. More than one Application is received from the same Site Applicant for the same physical site address.
4. The Application does not follow terms and conditions as specified in the NOFO and/or contains terms, conditions, or exceptions not included in the NOFO.
5. The Site Applicant is debarred or suspended from submitting bids or appears on the Federal List of Excluded Parties Listing System.
6. The Site Applicant has defaulted, has had a contract terminated for cause by PennDOT, has either agreed not to bid, or has had suspension or debarment proceedings initiated against the Site Applicant.
7. Any other omission, error, or act that, in the judgment of PennDOT, renders the Application nonresponsive, ineligible, or not otherwise viable.

Pass/Fail Criteria

Site Applicants must provide a “yes” answer to all minimum requirements in the Application questionnaire. Any “no” answer will declare an Application ineligible for award. A full list of minimum requirements is included in **Appendix III – Application Questionnaire**.

B. Selection Criteria

Each charging Application will be evaluated to determine its ability to meet or exceed the Project scoring elements. The Application will be scored as described in the following table.

Scoring Category	Points
1. Qualifications and Project Approach	12
2. Candidate Site Information	40
3. Site Readiness	8
4. Future Proofing	4
5. Sustainability, Equity, Resilience, and Economic Development	12
6. Safety and Training	4
7. Project Costs	20
Total	100

A breakdown of each scoring category is provided in **Appendix III – Application Questionnaire** and the scoring rubric is provided in **Appendix IV – Scoring Rubric**.

C. Disclosure

PennDOT will not disclose evaluation scores or Application ranks, except as required by law.



D. Reservation of Rights

Unless otherwise restricted by law, PennDOT has complete discretion in the selection of Projects and in the determination of funding levels, priorities, Project phasing, Project design, and specifications and performance criteria.

PennDOT may investigate information contained in an Application by accessing public information, contacting independent parties, or by other means. This information can be used during Application evaluation.

PennDOT reserves the right to reject Applications, or to cancel, withdraw, postpone, modify, revise, or extend any part of the process prior to full execution of the Grant Agreement, without incurring obligations or liabilities.

As part of the Application evaluation process, PennDOT may determine that the scope or specifications of a proposed Project should be modified to accommodate available funding, anticipated use, or to better accommodate potential user needs. PennDOT may confer with a Site Applicant or visit the site of a proposed Project to clarify the intent of, or to amend the scope or specifications of, a proposed Project. Neither a consultation nor a visit may be construed as a commitment by PennDOT to offer a grant.

PennDOT reserves the right to amend, supplement, or issue addenda to any Project documents (including the NOFO), to ensure compliance with Federal law and regulations. Amendments, supplements, and addenda may, among other things, require Site Applicants and Grantees to incur additional costs or to comply with additional reporting requirements.

PennDOT may determine an Application non-responsive in its sole discretion if the Application is found to be materially deficient, as judged by PennDOT, or by failing to depict a competent potential Grantee.

E. Compliance with Federal Law

Project selection and grant administration shall be consistent with the BIL, enacted as the Infrastructure Investment and Jobs Act (IIJA), (Pub. L. 117-58). The NEVI Formula Program is authorized under Paragraph (2) under the Highway Infrastructure Program heading in title VIII of division J of the BIL.

Section VI – Post-Selection Activities

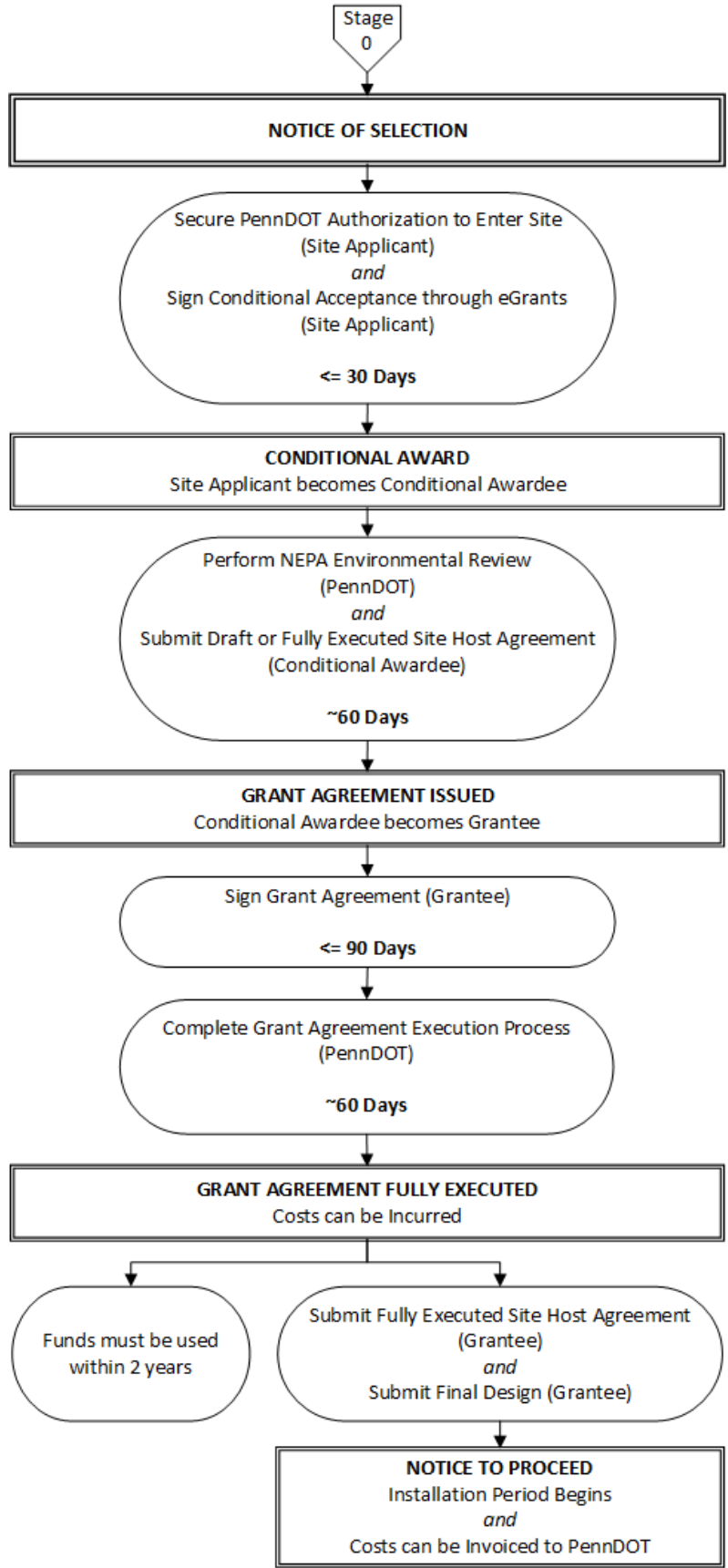
PennDOT will select a subset of Site Applicants for Conditional Awards, meaning the Site Applicant is now a Conditional Awardee. Conditional Awardees will work with PennDOT on post-selection activities leading to an eventual Notice to Proceed to commence the installation period. Additional documents are needed throughout the process and are detailed in this section.

The following flowchart summarizes the post-selection period (Stage 1):



Simplified Version of Stage 1 Process Flow

Individual steps are explained in the remainder of this section





A. Notice of Selection

Following determination of the highest ranked Candidate Site for each Corridor Group and any additional negotiations PennDOT deems necessary, PennDOT will issue a Notice of Selection or Notice of Non-Selection to all Site Applicants using the eGrants Public Portal Interface.

Once issued a Notice of Selection, the Site Applicant must sign and return their conditional acceptance within the eGrants Public Portal Interface. Additionally, the Site Applicant must provide an Authorization to Enter Form (completed by the property owner) so that PennDOT may enter the property to conduct the environmental review. Alternatively, the Site Applicant can provide the fully executed Site Host Agreement (if applicable), including required provisions to give PennDOT access to the site. The conditional acceptance and either the Authorization to Enter Form or the Site Host Agreement must be completed within 30 days of receipt of the Notice of Selection, or PennDOT may rescind the Notice of Selection and use the funds to award grants to others.

B. Conditional Award

Once Site Applicants provide the information needed after Notice of Selection, they will be given a Conditional Award and will be referred to as Conditional Awardees. The Grant Agreement will then be contingent upon two factors, the environmental review and the Site Host Agreement.

Environmental Review

PennDOT will conduct an environmental review at PennDOT's expense, in compliance with the National Environmental Policy Act (NEPA). The anticipated duration for the NEPA review is 60 days.

If PennDOT determines NEPA review will take longer than 60 days and/or would result in an undue cost to PennDOT, or the NEPA review determines the Project would adversely impact the environment, PennDOT may withdraw the Conditional Award.

Site Host Agreement

The Conditional Awardee and the property owner (Site Host) must execute a Site Host Agreement (if the property owner is different than the Site Applicant) that provides PennDOT with a real property interest or other contractual right to access the site for the term of the Grant Agreement, including the Period of Performance. Within 60 days after receiving the Conditional Award, the Conditional Awardee must submit a Site Host Agreement to PennDOT through the eGrants Public Portal Interface. Contingent agreements or fully executed letters of interest are sufficient for Grant Agreement execution.

Additional Forms (If Applicable)

If the Conditional Awardee did not complete the Federal Funding Accountability and Transparency Act (FFATA) Form during the Application process, the form must be completed before Grant Agreement execution.

If the Conditional Awardee would like to complete the optional Written Statement on Proprietary Information and Confidentiality, this must also be completed before the Grant Agreement is executed.

C. Grant Agreement

After the NEPA environmental review and the Site Host agreement steps are satisfied, PennDOT will issue a Grant Agreement within the eGrants Public Portal Interface. The Conditional Awardee must sign the Grant Agreement within the eGrants Public Portal Interface, and PennDOT will then fully execute the



Grant Agreement. If the Conditional Awardee fails to return a signed agreement within 90 days, PennDOT may rescind the award and use the funds to award grants to others. After the Conditional Awardee sign the Grant Agreement the execution process may take approximately 60 days.”. Once the Grant Agreement is fully executed, the Conditional Awardee will be considered a Grantee and can start incurring costs on the Project.

D. Notice to Proceed

Following full execution of the Grant Agreement, the Grantee will need to complete and submit their final site design to PennDOT along with the fully executed Site Host Agreement (if applicable and if not already submitted). Once these are received and PennDOT is satisfied with these requirements, PennDOT will issue a Notice to Proceed (NTP). This results in the final award to the Grantee and they may begin invoicing for eligible costs incurred during the remainder of the installation period, up to two years from the date the Grant Agreement is fully executed.

E. Subsequent Award after Non-Selection

If one or more awards are declined or rescinded, PennDOT may make a grant offer to a Site Applicant initially notified that an award would not be made. Notice and acceptance of a subsequent award shall be in accordance with this NOFO within the eGrants Public Portal Interface.

F. Debriefings

At the request of a Site Applicant, PennDOT may conduct a debriefing with a Site Applicant whose Application has been denied. The Site Applicant may request a debriefing by emailing PennDOT at rapdEVCorridors@pa.gov. The debriefing request shall provide the name of the Site Applicant, copy of the Application or the Application ID number, and any initial questions regarding the Application. The debriefing will evaluate the requestor’s Application based on the selection criteria. The requestor’s Application will not be compared against other Application submissions.



APPENDICES

Appendix I – Definitions

The NOFO includes many standard definitions as defined below. When used in the NOFO, these terms will be capitalized to draw emphasis to the standard definition. Additional definitions are provided in § 680.104 of the Federal Rule.

Application: The Site Applicant’s response to this NOFO through the eGrants Public Portal Interface including all submission materials and attachments.

Candidate Site: A property proposed by a Site Applicant for the purpose of installing and maintaining NEVI compliant EVSE. A Candidate Site must be located within a one-mile roadway travel distance from an interstate highway interchange ramp terminal or be granted an exemption by PennDOT and FHWA. Refer to the [PA NEVI Anticipated Funding Round 1 Map](#) for further information on eligible sites.

Commonwealth: The Commonwealth of Pennsylvania

Conditional Award: An award given to a subset of Site Applicants based on the merits of their Application compared to other Site Applicants. Conditional Awards are contingent upon several steps in order to become fully executed Grant Agreements.

Conditional Awardee: Site Applicants selected for Conditional Award become Conditional Awardees.

Corridor Group: A combination of the specific AFC route number (e.g., I-76, I-79) and “group” letter (e.g., A, N) that represents a range of exits along the AFC where sites will be scored against each other.

Federal Rule: FHWA’s final rule, 23 CFR Part 680, which establishes regulations setting minimum standards and requirements for projects funded under the National Electric Vehicle Infrastructure (NEVI) Formula Program and projects for the construction of publicly accessible electric vehicle (EV) chargers under certain statutory authorities, including any EV charging infrastructure project funded with Federal funds that is treated as a project on a Federal-aid highway.

Grant Agreement: The fully executed version of the agreement in the eGrants Public Portal Interface, including all Commonwealth signatures (unless otherwise stated).

Grantee: The Site Applicant who, upon awarding of a contract and execution of the Grant Agreement, will be responsible for managing the awarded contract and the party to whom payment will be made.

Notice of Acceptance: A Notice of Acceptance is a written notification sent by PennDOT to the Grantee advising the acceptance of the installed EVSE. Operations and Maintenance period will start on the date identified in the Notice of Acceptance.

Notice of Funding Opportunity (NOFO): All documents, whether attached or incorporated by reference, utilized for soliciting Applications.



Notice of Selection / Notice of Non-Selection: A notification through the eGrants Public Portal Interface informing a Site Applicant that their site has either been selected or not selected to move forward for a Conditional Award.

Notice to Proceed: A Notice to Proceed (NTP) authorizes the Grantee to proceed with the work in the Grant Agreement. PennDOT will issue a Notice to Proceed following the execution of Grant Agreement and all conditional requirements being satisfied. Any work done prior to fully executed Grant Agreement will not be reimbursed. Cost incurred between the execution of fully executed Grant Agreement and NTP may not be reimbursed until after the NTP.

PennDOT / Department: The term PennDOT may refer to PennDOT and PennDOT contractors or consultants, as PennDOT determines.

Period of Performance: For this grant, Period of Performance refers to the length of time during which a Grantee is obligated to provide Operations and Maintenance (O&M) services for the EV site. The Period of Performance for the Grant Agreement is 5 years or 60 months. The begin and end date for the Period of Performance will be identified in the Notice of Acceptance.

Project: The EVSE hardware and all required support systems installed at the Candidate Site to create a charging station, including the entirety of the eligible costs.

Site Applicant: The company and/or authorized representative of the company who has signed and is submitting the signed Application response and who will be responsible, if subsequently identified as the Grantee, to ensure proper performance of the agreement awarded. The Site Applicant must be the organization that will own/lease and operate the charging stations during the Period of Performance of the charging site.

Site Host: The owner of the physical location where the EV charging equipment is installed. The Site Host may be the same as the Site Applicant, or different. If different, a Site Host Agreement must be established between the Site Applicant and Site Host.

Uptime: All EVSE equipment constituting the Charging Site must be fully operational and available for public charging for greater than 97% of the time on average, annually, during the Period of Performance as required in the Federal Rule. When Uptime is used, the term refers to this 97% requirement.



Appendix II – Application Instructions

A complete NEVI grant program Application shall consist of the following:

- Section 1: Site Applicant Information
- Section 2: Project Overview
- Section 3: Project Site
- Section 4: Narrative
- Section 5: Budget
- Section 6: Addenda Information
- Section 7: Signing Authority
- Section 8: Certification

A NEVI Site Applicant Instructions Guide will be provided through the PennDOT NEVI website and the eGrants Public Portal Interface describing step-by-step instructions on how to complete an Application. The eGrants Public Portal Interface online Application will be available beginning March 27, 2023.

Section 6, Addenda Information, of the eGrants Public Portal Interface includes all scored criteria as part of the Application questionnaire. These questions are reproduced in **Appendix III – Application Questionnaire**. The scoring rubric is included in **Appendix IV – Scoring Rubric**.



Appendix III – Application Questionnaire

The following questionnaire is identical to the questions that will be required by Site Applicants to be answered as part of Section 6, Addenda Information, of the eGrants Public Portal Interface. Next to each question is an answer type given in square brackets. This answer type (e.g., “File Upload”) explains how the answer will be submitted into the eGrants Public Portal Interface. In general, file uploads will not be limited by type or quantity of files, and essays are limited to 3,000 characters. If you must exceed the 3,000-character limit for essays, you may provide a properly labeled file upload as shown in scoring item 8.1 in this section. Applications will be scored using the scoring rubric shown in **Appendix IV – Scoring Rubric**.

The following items will be used to score Applications according to overall fit with the PA NEVI program. Responses should succinctly address all items requested. A scoring rubric will be used to score each of these items. Applications will be ranked against others in the same Corridor Group (e.g., all sites submitted for I-79, Group C will be ranked against each other). Although PennDOT intends to use the scores and ranks to guide award decision making, a high score and/or rank does not guarantee a Site Applicant funding. PennDOT reserves the right to make more or fewer awards, as well as reserves the right not to award the full funding amount requested by a Site Applicant.

0. Minimum Requirements [Yes/No – Must be met for grant consideration]

- 0.1. Is the EV charging site within 1.0 miles of driving distance between the end of at least one off-ramp at the AFC interchange and the entrance to the site property? Refer to the online map, [Pennsylvania NEVI – Anticipated Funding Round 1 – Interchange Information](#), to view 1-mile interchange polygons and verify the eligibility of the site.
- 0.2. Will the site’s EV charging infrastructure include at least four 150 kW Direct Current Fast Chargers (DCFCs) with Combined Charging System (CCS) ports capable of simultaneously DC fast charging four EVs continuously?
- 0.3. Will the site’s EV charging infrastructure have a minimum station power capability at or above 600 kW and support at least 150 kW per port simultaneously across four ports for charging continuously?
- 0.4. Will the site’s EV charging infrastructure have a minimum ability to continuously charge two vehicles at 300 kW power when only two vehicles are charging?
- 0.5. Will charging at the site be available 24 hours a day, 365 days a year?
- 0.6. Will at least a 20% non-federal match be provided by other sources?
- 0.7. Will all EVSE requirements for the charging site be met, as listed in **Appendix V – EVSE Specifications**?
- 0.8. Will the Site Applicant comply with the Federal minimum standards of the final Federal Rule and all additional provisions in PennDOT’s NOFO?



1. Team Qualifications and Project Approach [12pts]

1.1. [6pts] Team Qualifications and Experience

A. Provide a list of all organizations and companies expected to be part of the Project and provide a brief description of their roles and the Project team’s structure. At a minimum, identify the following: Project owner, Site Host, EVSE supplier, EVSE installer/contractor, operator, maintainer, utility provider, sub-contractors (if known), and consultant (if any). If a single entity is performing multiple roles, please list all roles from the preceding list that the entity will perform. In addition, identify any partnership and/or site agreements that are in place or planned. When one or more Project team organizations are not yet identified the Site Applicant may describe the method of selecting such organization and any minimum requirements/expectations. Site Applicants may follow their typical procurement processes when selecting team members, as long as they follow the processes/requirements outlined in the Federal Rule. [File Upload]

B. List up to 10 prior EV installations completed by a member or members of your team. Please limit this list to projects installed over the last five years for any EVSE that meet or are similar to the NEVI EVSE requirements. List Pennsylvania installations first, and then other installations in the United States.

EVSE Installation Experience										
Team Member(s)	Role(s)	Contact Information	City, State	Address / Specific Location	EVSE Operational Start Date	No. of DC Fast Chargers	Connector Type(s)	Power Level(s) (kW)	Charger Uptime (%) Over Past 6 Months	Charger Uptime (%) Since O&M Start

C. Describe general financial capabilities of the proposer and document: 1) any funding commitments or financing in place by the Application date, 2) funding sources that will be available in the future that are intended to support the Project, and 3) how the team plans to manage cash flow during the Period of Performance. [File Upload]

D. Describe the financial structure. Include who will assume ownership of the Project, receive any financial benefits, and pay for operations, maintenance, and repair. *Note: PennDOT is not seeking detailed financial information of the company.* [Essay]

E. Provide a general description of the proposer’s approach to 1) the proposed rate structure and methodology for assessing user fees (e.g., cost +1%, additional cost at peak times, discount coupons to use EVSE at the Candidate Site), 2) ensure payment options are secure, equitable, and accessible, and 3) billing practices. Provide statement confirming the approach described is consistent with the



Federal Rule as per § 680.106 part m and NOFO **Section III – Program Requirements**, subsection D on Project Revenue and Pricing for EV Charging. [Essay]

F. Describe additional relevant team experience (if any) not captured by the previous questions. [Essay]

1.2. [6pts] Project Approach

A. Describe your team’s approach to project planning for the charging station Project. [Essay]

B. Describe your team’s approach to design and permitting for the charging station Project. [Essay]

C. Describe your team’s approach to site preparation and construction for the charging station Project. [Essay]

D. List the duration of your commitment to operate your charging station from the initial date of operation as listed in the eventual Notice of Acceptance letter. [Drop down; 5-10+ with yrs. at end of box]

E. Describe your team’s plan to operate and maintain the facility for the full Period of Performance, and potentially longer, from the initial date of operation. [Essay]

F. Describe your plan to meet the Uptime requirement of greater than 97% on average, annually. [Essay]

G. Describe processes and procedures related to data sharing responsibilities and identify critical cybersecurity and data safety and privacy issues with appropriate measures to manage cybersecurity for all parties involved. Refer to **Appendix IX – Example Cybersecurity Clauses for EV Charging Infrastructure** for further information. [Essay]

H. Provide an estimate of the Project schedule/timeline along with major Project milestones. Discuss plans to ensure the EVSE site will be installed and ready for public use in a reasonable time and how you are working to mitigate supply chain delays and other potential Project delays. For purposes of estimating, assume a Notice to Proceed date of 11/01/2023. [File Upload]

I. Provide a site schematic for the Candidate Site using a diagram, map, or schematic showing the parking space(s) (final engineering plans are not required). Show locations of the following items and any additional items useful for understanding the site layout. [File Upload]

- I. Existing and proposed designated EV charging parking space(s)
- II. EVSE equipment
- III. Point of sale equipment
- IV. On-premises signage
- V. Electric service to the Candidate Site
- VI. Space (if any) available for future use
- VII. Americans with Disabilities Act (ADA) access



2. Candidate Site Information [40pts]

2.1. [23pts] Candidate Site Information

Site Name:

Physical Address:

Municipality:

County:

Charger Coordinates:

Latitude:

Longitude:

Primary Interstate Corridor Group being serviced (e.g., I-80 Group G): [Short Answer]

Is this a current DC fast charging station that needs upgrades and/or additional ports/power? [Y/N]

2.2. [3pts] Identify major characteristics of the Candidate Site with details on each of the items A-F below. [Essay]

- A. Describe the vehicular access to the site when operational.
- B. Describe the surrounding road access to the site including traffic patterns.
- C. Describe site compliance with ADA, 42 U.S.C. 12101 et seq., and 49 U.S.C. 322 or describe modifications proposed to make the site compliant.
- D. Is the EVSE site within a designated FEMA flood zone? If so, identify the risk associated with locating EVSE in flood zone and plans for mitigating this risk.
- E. Is the EVSE equipment and supporting infrastructure hardened against damage or loss of service due to weather, transient surge voltages, traffic incidents, vandalism, or other environmental factors.
- F. Describe EVSE access during times of emergency such as evacuation during natural disasters.

2.3. [2pts] How many total Direct Current (DC) fast charging stalls with dedicated DC fast charging ports will be available for charging? [Drop down; 4-10+]

2.4. [2pts] What is the proposed total power available for DC fast charging at all times? [Short answer; with kW at end of box]



2.5. [10pts] Identify any enhancements or amenities associated with this Candidate Site. Select the elements in Questions A-Q and include details in Questions R and S.

- A. Lighting at the charging facility [Y/N]
- B. Cameras covering the charging facility [Y/N]
- C. Canopy cover of charging area [Y/N]
- D. Emergency call system (e.g., blue light phones) at the site [Y/N]
- E. Availability of staff at the site [Y/N]
- F. Dedicated support staff person for EV charging available at the site [Y/N]
- G. Availability of prepared and/or non-prepared food at the site [Y/N]
- H. 24/7 availability of prepared and/or non-prepared food at the site [Y/N]
- I. Availability of prepared and/or non-prepared food at or within 0.25 miles of the site [Y/N]
- J. 24/7 availability of prepared and/or non-prepared food at or within 0.25 miles of the site [Y/N]
- K. Availability of open/free wi-fi at the facility [Y/N]
- L. Access to shopping at the facility or within 0.25 miles of the facility [Y/N]
- M. Access to recreation at the facility or within 0.5 miles of the facility [Y/N]
- N. Access to restrooms at the facility [Y/N]
- O. 24/7 access to restrooms at the facility [Y/N]
- P. Access to public transportation (bus, subway, light rail, e-bikes, scooters) within 0.25 miles of the facility. [Y/N]
- Q. At least one charging stall offers the ability to pull through a passenger vehicle and/or accommodate a vehicle that is towing. [Y/N]
- R. Describe each enhancement/amenity A-Q, and any further amenities included at the site, in one to two sentences each. If additional space is needed for the response, please upload the details in Question 8.1. [Essay]
- S. Describe any additional features/qualities for each amenity (e.g., access for users with disabilities including ADA accessibility). [Essay]



3. Site Readiness [8pts]

3.1. [4pts] Utility and Networking Coordination

- A. Describe the coordination efforts between the Site Applicant or Site Host and the utility provider for your specific site, including how power will be transmitted to the site, and any upgrades that are required. [Essay]
- B. Describe the communications networking capabilities at your site. [Essay]
- C. Upload completed Utility Form, or documentation of attempts to receive information from the utility. [File Upload]

3.2. [4pts] Site Preparation and Risks

- A. Will the entire Project occur within an existing parking lot, paved area, or maintained (periodically mowed) lawn? [Y/N]
- B. Are any Project partners, including the Site Host, aware of any site contamination/remediation or cleanup activity associated with hazardous materials? If yes, please clarify. [Essay]
- C. Describe the current state of the site and development required to prepare for EVSE installation. Include any applicable site development needs including plans for site acquisition, site construction, or other site preparation other than electric power-related preparation. [Essay]
- D. Are there any permits or other approvals that are required to complete this Project? If so, provide the status of each permit and anticipated timeline to obtain approval. Example permit types could include the air/land user, electrical, structural, zoning, local agency, environmental, etc. [Essay]
- E. Identify potential risks, issues, challenges, and needs related to the Candidate Site and plans for mitigating these risks. [Essay]

4. Future Proofing [4pts]

- 4.1. [2pts] Describe how the Candidate Site might allow for additional charging ports, stalls, and/or power to be provided in the future. [Essay]
- 4.2. [2pts] Describe how the Candidate Site might allow for parking and charging of medium- and/or heavy-duty vehicles now and in the future, if expected. [Essay]



5. Sustainability, Equity, Resilience, and Economic Development [12pts]

- 5.1. [1pt] Describe any usage of renewable energy sources in the electric vehicle charging process for this site. [Essay]
- 5.2. [2pts] Describe any innovative technologies used and/or innovative approaches, such as on-site battery storage, to site design or operation being employed on the Project. [Essay]
- 5.3. [2pts] Describe any utilization of small, women-owned, minority-owned, veteran-owned, and/or other diverse businesses and/or workforce as part of the Project team and/or in Planning, Design, Construction and Inspection, and Operations & Maintenance. [Essay]
- 5.4. [2pts] Describe any utilization of local businesses and/or workforce in Planning, Design, Construction and Inspection, and Operations & Maintenance. [Essay]
- 5.5. [5pts] Charging Accessibility and Equity Principles
 - A. Describe any elements of the site to serve users with disabilities including access to amenities at the site. [Essay]
 - B. Describe any payment options offered in addition to those required in Federal Rule § 680.106 part f, which may include considerations for unbanked or underbanked individuals. [Essay]
 - C. Describe any additional components of [PennDOT's EV Equity Principles](#) and the [Justice40 Initiative](#) addressed in the Project plan to allow for a more equitable charging experience for all users. [Essay]

6. Safety and Training [4pts]

- 6.1. [1pt] Describe all safety considerations at the site, including safety for users and safety equipment (e.g., site lighting, fire extinguisher, Automated External Defibrillator (AED), automatic safety shutoff, etc.). [Essay]
- 6.2. [1pt] Describe the plan for potential EVSE incidents and explain the management approach and strategies to facilitate site safety, as well as safety during construction. [Essay]
- 6.3. [1pt] Describe your team's plan for workforce training. [Essay]
- 6.4. [1pt] Describe your team's plan for public and/or stakeholder engagement. [Essay]



7. Project Costs [20pts]

7.1. [16pts] Funding Requests

- A. What is the overall eligible cost of the Project as proposed? [Short Answer; \$ at beginning of box]
- B. What is the overall grant amount being requested from PennDOT? [Short Answer; \$ at beginning of box]

7.2. [4pts] Provide a cost breakdown and narrative describing where costs will be incurred on the Project. Include all costs such as site costs, project planning, design, O&M, data sharing, and utilities. Include equipment costs as adjusted to meet Phase 2 of the federal Buy America Waiver (see **Appendix X – Sample Grant Agreement with Terms and Conditions** for more information). [File Upload]

8. Additional Information [0pts]

- 8.1. If any essay responses exceed 3,000 characters, please provide the additional information by upload. Please ensure the respective question number(s) are referenced in the document and/or document name. [File Upload]
- 8.2. Please download, complete, and upload the Federal Lobbying Certification Form. Use the link provided in the eGrants Public Portal Interface. [File Upload]
- 8.3. Please download, complete, and upload the Disclosure of Lobbying Activities Form. Use the link provided in the eGrants Public Portal Interface. [File Upload]
- 8.4. Please download, complete, and upload the FFATA Federal Funding Accountability Form. Use the link provided in the eGrants Public Portal Interface. [File Upload]
- 8.5. Please download, complete, and upload the Worker Protection Form. Use the link provided in the eGrants Public Portal Interface. [File Upload]



Appendix IV – Scoring Rubric

Evaluation criteria for each questionnaire element from **Appendix III – Application Questionnaire** is described in detail in the tables below.

1. Qualifications and Project Approach [12pts]

ID	Element	Description	Score Breakdown Points	Max Points
1.1	Team Qualifications and Experience	<ul style="list-style-type: none"> Organizations involved in Project Prior installations over past 5yrs Funding commitments, sources, and cash flow management Who is responsible for costs and profits Rate structure, payment options, and billing practices Additional relevant experience 	<p>Opts: No prior experience and/or major financial concerns</p> <p>0.5-6pts: Based on experience, qualifications, and quality of financial information</p>	6
1.2	Project Approach	<ul style="list-style-type: none"> Project planning Design and permitting Site preparation and construction O&M duration and plan Uptime plan Data sharing Schedule and timeline 	<p>Opts: Poor project approach and/or limited planning</p> <p>0.5-6pts: Based on quality of project approach elements and realistic plan</p>	6



2. Candidate Site Information [40pts]

ID	Element	Description	Score Breakdown	Max Points
2.1a	Interchange Score	Score of the primary interstate/exit location of the site	0-16pts: Score is calculated by PennDOT based on AFC gap prioritization (See Appendix VII – Interchange Score Tables for score for each interchange).	16
2.1b	Dual Purpose	Site within 1-mi of exit for additional AFC or route of significance corridor	0pts: no additional corridor, or additional corridor is low priority 2pts: other corridor is medium priority AFC Corridor Group or route of significance (defined in PA Mobility Plan) 4pts: other corridor is high priority AFC Corridor Group	4
2.1c	Interchange Access	Distance to nearest exit off-ramp	0pts: greater than 0.75mi 1pt: 0.51 to 0.75mi 2pts: 0.26 to 0.50mi 3pts: 0.0 to 0.25mi	3
2.2	Site Characteristics	Major characteristics of the site with details on specific items	0pts: Significant concerns identified 1pt: Moderate concerns identified 2pts: Minor concerns identified 3pts: No concerns or any concerns are adequately mitigated	3
2.3	Charging Stalls and Ports	Number of charging stalls and ports available for charging as built	0pts: 4-5 charging stalls and ports 1pt: 6-7 charging stalls and ports 2pts: 8+ charging stalls and ports	2
2.4	Power Available Overall	Total power available for concurrent charging as built	0pts: 600kW available 1pts: 601kW-999kW available 2pts: 1000+kW available	2
2.5	Enhancements and Amenities	Facility includes additional enhancements and/or access to additional facilities	0pts: Minimal amenities provided 0.5-10pts: Based on amount and quality of amenities relative to Corridor Group Applications	10



3. Site Readiness [8pts]

ID	Element	Description	Score Breakdown Points	Max Points
3.1	Utility and Networking Coordination	Coordination with utility providers and networking capabilities	<p>Opts: Limited coordination with utilities and network capabilities</p> <p>0.5-4pts: Quality of coordination with utilities and network capabilities</p>	4
3.2	Site Preparation and Risks	<ul style="list-style-type: none"> Existing paved area or graded area Site contamination / remediation Site development Permitting Risks and challenges 	<p>Opts: Extensive site preparation and permitting required and/or extensive risks to Project success</p> <p>0.5-4pts: Based on degree of site preparation, remediation, and construction required and number and severity of risks</p>	4

4. Future Proofing [4pts]

ID	Element	Description	Score Breakdown Points	Max Points
4.1	Potential for Additional Charging Ports and Power	Future ability to install additional chargers, parking stalls, and add additional power to the site	<p>Opts: No / limited future potential for additional ports, stalls, or power</p> <p>0.5-2pts: Potential for additional ports, stalls, and/or power</p>	2
4.2	Medium Duty Vehicle (MDV)/Heavy Duty Vehicle (HDV) Charging	Current and future ability to allow for parking and charging of MDVs/HDVs	<p>Opts: No current/future plans for MDV/HDV charging</p> <p>0.5-2pts: Integration of MDV/HDV charging along with LDV charging at onset of Project or for future</p>	2



5. Sustainability, Equity, Resilience, and Economic Development [12pts]

ID	Element	Description	Score Breakdown Points	Max Points
5.1	Renewable Energy Usage	Renewable energy sources used for charging energy	0pts: No renewable energy used 0.5pts: At least 50% renewable energy used 1pts: 100% renewable energy used	1
5.2	Innovative Technologies	Innovative technologies and/or approaches to site design, charging, and power storage	0pts: No / minimal innovation used in Project 0.5-2pts: Based on amount and level of innovations	2
5.3	Use of Diverse Businesses/Workforce	Involvement of small, women-owned, minority-owned, veteran-owned, and/or other diverse businesses and/or workforce	0pts: No or minimal diverse businesses involved in Project delivery 1pt: Moderate number of diverse businesses / equivalent workforce used in Project delivery 2pts: Substantial number of diverse businesses / equivalent workforce involved in Project delivery	2
5.4	Use of Local Businesses/Workforce	Involvement of local businesses and/or workforce in Project	0pts: No or minimal involvement of local businesses / equivalent workforce in Project 1pt: Moderate involvement of local businesses / equivalent workforce in Project 2pts: Substantial involvement of local businesses / equivalent workforce in Project	2
5.5	Charging Accessibility, Equity Principles, and Justice40 Initiatives	<ul style="list-style-type: none"> • Users with Disabilities • Payment Options • Multilingual Access • Additional Equity Principles 	0pts: No / minimal accessible design for charging and/or no equity principles followed 0.5-5pts: Based on ability to provide for accessible charging and follow PennDOT's EV equity principles and the Justice40 Initiative	5



6. Safety and Training [4pts]

ID	Element	Description	Score Breakdown Points	Max Points
6.1	Safety Considerations	Safety considerations at site including safety for users and safety equipment	0pts: Inadequate safety considerations at site 1pt: Extensive safety considerations at site	1
6.2	EVSE Incident Plan	Management approach and strategies to facilitate incident safety	0pts: Inadequate incident safety plan 1pt: Significant incident safety plan	1
6.3	Workforce Training	Plan for workforce training	0pts: Inadequate plan for workforce training 1pt: Adequate plan for workforce training	1
6.4	Public and Stakeholder Engagement	Plan for public and/or stakeholder engagement	0pts: Inadequate plan for public / stakeholder engagement 1pt: Adequate plan for public / stakeholder engagement	1

7. Project Costs [20pts]

ID	Element	Description	Score Breakdown Points	Max Points
7.1	Funding Requests	Overall cost of Project proposed, and grant amount requested	0pts: Highest cost Project in group or similar groups and/or project types 0.5-15.5pts: Scale based on percentage between highest and lowest cost Project in Corridor Group or similar Corridor Groups and/or project types; cost share percentage also considered* 16pts: Lowest cost Project in group or similar groups and/or project types	16
7.2	Cost Breakdown and Narrative	Breakdown of expected costs and narrative describing costs	0pts: Minimal cost breakdown and inadequate narrative and/or omitted costs / unreasonable estimates 0.5-4pts: Based on reasonableness of estimates and descriptions of costs	4

*PennDOT intends to use the full scale of points to compare Applications; however, a two percent difference in costs between Applications will not be worth more than one point



Appendix V – EVSE Specifications

This appendix is designed to clarify PennDOT's interpretation of the Federal Rule as well as add additional PennDOT-specific requirements for EVSE funded under this program. For any items appearing in this appendix that are stipulated in the Federal Rule, the language detailed in the Federal Rule takes precedence. For any items appearing in this appendix that are not stipulated in the Final Rule, the language in this appendix will take precedence and these items are to be considered additional PennDOT specific requirements for EVSE funded under this program.

PennDOT reserves the right to add or modify specifications if dictated by Commonwealth or Federal requirements before the Period of Performance begins, subject to the conditions of the agreement. These specifications do not direct the proper methods for installation of the equipment. The installer of the equipment must provide the proper infrastructure and power source up to the location of the EVSE.

PennDOT will consider various makes and models of EVSE equipment used to supply electricity to electric vehicles. The EVSE covered under these specifications are limited to Direct Current Fast Charging (DCFC). Any items other than EVSE, including but not limited to network capabilities, extended warranties, retractable cables, preventive maintenance agreements, and stand-alone credit card terminals for public use chargers are to be included separately from these specifications.

The Grantee shall comply with the following EVSE requirements:

1. All pay equipment (i.e., credit card terminals) integrated with the EVSE equipment must possess the capabilities to ensure credit card transactions are compliant with the latest Payment Card Industry Data Security Standard (PCI DSS). Installers of equipment under these specifications must use commercially reasonable security standards to protect sensitive and/or confidential data both in transit and at rest. All pay equipment must be operational at start-up. Chargers must remain functional if communication with the charging network is temporarily disrupted, such that they initiate and complete charging sessions, providing the minimum required power levels.
2. Manufacturers and/or suppliers under these specifications must provide warranties covering a minimum of five years for all chargers and equipment from the time of Notice of Acceptance.
3. Suppliers must provide complete specifications and installation guides for all chargers and equipment. This information must also include any infrastructure required for the installation of a charger, including placement of bollards and curb stops. Installation guides are intended for construction or personal safety requirements related to installation to not cause injury, damage the equipment, or void the warranty.
4. The charging equipment must also meet the following standards, including:
 - a. All electric vehicle chargers and equipment must meet the National Electric Code (NEC) 625 and FCC regulations for safety and operation requirements.
 - b. EVSE shall be certified by an Occupational Safety and Health Administration Nationally Recognized Testing laboratory. Chargers should be certified to the appropriate Underwriters Laboratories (UL) standards for EV charging system equipment.
 - c. EVSE must be compliant with the following standards or equivalent:



- i. Society of Automotive Engineers (SAE) J-1772 Combined Connector System (CCS) Standards, or equivalent.
 - ii. IEEE Std 2030.1.1-2015 (If CHAdeMO is implemented).
 - iii. UL 2251 or equivalent – Cover plugs, receptacles, connectors rated for maximum voltage and amperage levels used.
 - iv. Alignment with national standards for NIST Handbook 44 – Electric Vehicle Fueling Systems – Tentative Code. This is anticipating the inspection requirements for EVSE to indicate the electrical energy, the unit price, and the total price of each transaction. The following are NEVI requirements for pricing display:
 - The price for charging must be displayed prior to initiating a charging transaction and be based on the price for electricity to charge in \$/kWh.
 - The price for charging displayed and communicated via the charging network must be the real-time price (i.e., price at that moment in time). The price at the start of the session cannot change during the session.
 - Price structure including any other fees in addition to the price for electricity to charge must be clearly displayed and explained.
 - v. Authorization under part 15, subpart B of the FCC regulations for unintentional radiators.
5. Electrical Safety:
- a. In case of emergency, EVSE shall have the ability to stop the flow of power away from the charging unit through a remote disconnect or breaker shunt device. EVSE shall have over-current protection rated for application.
 - b. EVSE shall be equipped with design to shut off the flow of electric power to reduce the risk of electric shock in case of a ground or other fault such as a Charge Circuit Interrupting Device (CCID) or Ground Fault Circuit Interrupter (GFCI). See Underwriters Lab 2231 as reference.
6. Interoperability / Networking:
- a. EVSE shall be network-ready to allow for management of charging operations.
 - b. EV-to-charger communications must meet latest ISO 15118 standards or equivalent. Chargers must conform to ISO 15118-3 and must have hardware capable of implementing both ISO 15118-2 and ISO 15118-20. By February 28, 2024, charger software must conform to ISO 15118-2 and be capable of Plug and Charge. Conformance testing for charger software and hardware should follow ISO 15118-4 and ISO 15118-5, respectively.
 - c. For charger-to-charger-network communication, chargers must conform to Open Charge Point Protocol (OCPP) 1.6J or higher. By February 28, 2024, chargers must conform to OCPP 2.0.1. For charging-network-to-charging-network communication, by February 28, 2024, charging networks must be capable of communicating with other charging networks in accordance with Open Charge Point Interface (OCPI) 2.2.1. Reference latest testing process as provided by Open Charge Point Alliance.



- d. EVSE hardware shall be operable by a different network service provider without modification necessary from the original vendor. Chargers must be designed to securely switch charging network providers without any changes to hardware.
 - e. EVSE shall be capable of remote charger monitoring, diagnostics, control, configuration, reporting and smart charge management.
 - f. EVSE shall be capable of connecting to a network via a secure hardwired, wireless, or cellular network.
 - g. EVSE shall be accessible by PennDOT upon request for inspection, testing, etc.
 - h. EVSE shall be able to communicate through a secure network with electric utilities, other energy providers, and local energy management systems.
7. Load Management/Demand Response:
- a. Installers must coordinate with the local utility provider to confirm that expected power demand will remain within the capacity of the designed electrical system.
 - b. The network communications, controls, and back-office support service shall have the ability to monitor energy usage (kWh) and energy demand (kW) of the EVSE.
 - c. Where applicable, network communications, controls, and back-office support service shall have the ability to respond to utility provided demand response signals via the OpenADR 2.0b (or equivalent) protocol.
 - d. Charging networks must be capable of secure communication with electric utilities, other energy providers, or local energy management system.
8. Customer Payment Options:
- a. As applicable, the network infrastructure shall be PCI compliant in order to execute financial transactions with EV drivers safely and securely. Network provider shall have PCI DSS certification.
 - b. The fee collection system shall accept, at a minimum, two forms of payment, such as access codes, mobile application, and/or contactless RFID cards without incurring additional fees, inconvenience, or delays for one payment or access control method over another.
 - c. Infrastructure shall have a point-of-sale and supporting network that uses an open protocol to allow subscribers of other EV charging system networks to access the EVSE. A charging network must be capable of communicating with other charging networks to enable an EV driver to use a single method of identification to charge at Charging Stations that are a part of multiple charging networks.
 - d. Payment options must be secure, equitable, accessible, and available to accommodate future innovations in payment methods.
 - i. Multilingual access and access for people with disabilities must be provided in the creation of payment instructions and systems.
 - ii. At a minimum, the user shall be able to make payment using a contactless payment method that accepts major debit and credit cards, and either an automated toll-free phone number or a short message/messaging system (SMS)



that provides the EV charging customer with the option to initiate a charging session and submit payment.

- iii. Charging station payment options must follow all parts of § 680.106f of the Federal Rule including not requiring a membership for use and not delaying, limiting, or curtailing power flow to vehicles on the basis of payment method or membership.

9. Charger Specifications:

- a. Power per DC Fast Charging port must be at or above 150-kilowatt (kW). Each charging station must be capable of providing at least 150-kW charging simultaneously across all charging ports. Grantees may supply any combination of charging stations that meet these minimum requirements such as two 350kW dual port chargers instead of four 150kW EVSEs.
- b. Each charging port must be capable of supporting voltages between 250 and 920 Volts DC.
- c. Charging stations must be fully operational to charge at least four (4) Electric Vehicles.
- d. Minimum of four (4) SAE CCS Combo standard.
- e. Ability to charge two vehicles at 300 kW power when only two vehicles are charging.

10. Data Collection and Reporting:

- a. Refer to § 680.112 of the Federal Rule for data collection and reporting requirements.
- b. The Joint Office of Energy and Transportation (www.driveelectric.gov) will develop a data platform that will be used for all data submittals required by the Federal Rule. PennDOT may require additional data submittals as part of quarterly and annual reports. Grantees shall comply with data submittal methods when made available.

11. Screen displays:

- a. Displays shall be LCD, LED or equivalent or better, user friendly, easy to operate, daylight and night viewable, and UV-protected with human-machine interface capability.
- b. Display must show cost (\$), time limitations, power, charging, charging complete, remote control, system status, faults, and service.
- c. Displays shall be ADA compliant.

12. Access:

- a. EVSE must be ADA complaint, accessible to all members of the public, 24 hours per day, seven days per week, year-round, with no membership required to a specific network for access or additional energy level.

13. Appearance:

- a. Any form of graphics including branding, logos, and/or art, included on or in the vicinity of the charging stations within the public ROW are subject to the rules and regulations as directed by PennDOT. PennDOT reserves the right to provide a reasonably sized visual identifier to be placed on the equipment that received NEVI funding from



PennDOT. Should vendors seek to use additional PennDOT branding, they must coordinate that with PennDOT's Communications Office.

14. Misc. Minimum Requirements:

- a. EVSE shall include security design features to remain tamper-resistant and vandalism resistant, such as tamper-resistant screws, anti-vandalism hardware, locked enclosures, and graffiti-resistant coating or paint. Vandal resistance is intended mostly relative to the touch screen, but the overall goal is to limit damage to vital parts of the equipment as it can sometimes be difficult to get a quick turnaround on parts such as card readers and other items.
- b. EVSE shall be capable of operating in an ambient temperature range of minus 22 to 122 degrees Fahrenheit with a relative humidity of up to 90 percent.
- c. EVSE shall be able to withstand extreme weather conditions including minor flooding, heavy rains, high winds, snow, and ice, and is protected from malfunctions due to condensation.
- d. Cabinets and above ground structures shall be designed to a 90 MPH wind load.
- e. EVSE and any external accessories (if applicable) shall have outdoor-rated enclosure - NEMA 3R or greater.
- f. EVSE shall have the ability to measure demand and energy delivered at an accuracy per national standards.



Appendix VI – Required Application Materials and Project Deliverables

A Site Applicant must complete a full Application for their Candidate Site to be considered for grant selection. This Application includes several deliverables, all of which are submitted through the eGrants Public Portal Interface. If a Site Applicant is conditionally selected for an award, there are several additional deliverables that must be completed. Many of these will be updates to information given in the Application, and others will be new or expanded documentation.

Many deliverables are completed incrementally over multiple stages. Deliverable version types include:

- **Outline** – Basic information that discusses how the Site Applicant/Grantee will achieve the objectives of the deliverable.
- **Draft** – A full draft document explaining specific details about how the Site Applicant/Grantee will achieve the objectives for the deliverable.
- **Final** – The final working document explaining specific details about how the Site Applicant/Grantee will achieve or is achieving the objectives for the deliverable.
- **Update** – An update to the final version of a document based on new information received while charging equipment is operational.
- **Ongoing** – Deliverables that are required to be submitted in a timely manner when the indicated event occurs while charging equipment is operational.

The following table includes a list of required deliverables as part of the four stages of the Project. Each deliverable includes a description, the location in the Addenda section of the eGrants Public Portal Interface where the deliverable is first addressed (if applicable), and the version types of the document that need to be completed during each stage of the Project. Additional deliverables may be identified and required, and these will be clearly specified in the final Grant Agreement.

Deliverable	Detail	eGrants Addenda Location(s)	Stage			
			0	1	2	3
Federal Lobbying Certification Form	Certification of compliance with applicable Federal lobbying laws	8.2	Final	--	--	--
Disclosure of Lobbying Activities Form	Disclosure of any legal lobbying activities according to Federal and Pennsylvania laws	8.3	Final	--	--	--
Federal Funding Accountability and Transparency Act (FFATA) Form	Form describing sub-award activity and executive compensation	8.4	Final (Optional)	Final	--	--
Worker Protection Form	Certification of compliance with applicable Pennsylvania state labor and workforce safety laws – additional forms are required for all subcontractors	8.5	Final	--	--	--
Written Statement on Proprietary Information and Confidentiality (Optional)	Identify any proprietary information and/or confidential trade secrets that should not be made available to the public	--	Draft (Optional)	Final (Optional)	--	--



Deliverable	Detail	eGrants Addenda Location(s)	Stage			
			0	1	2	3
Site Design	Site schematic, design, and construction plans	1.2-B 1.2-C 1.2-I	Draft	Final	--	--
Operations and Maintenance Plan	Five-year plan to operate and maintain the facility for use by the public with greater than 97% Uptime – includes O&M contract if applicable	1.2-E 1.2-F	Outline	Draft	Final	--
Data Management and Cybersecurity Plan	Plan to manage EV charging related data including a privacy impact assessment and cybersecurity plan	1.2-G	Outline	Draft	Final	Update (Annually)
Networking Agreement	Five-year plan to provide for networking connectivity for the charging site	3.1-B	Outline	Draft	Final	--
Utility Form	Information related to the utility	3.1-C	Final	--	--	--
Safety Management Plan	Plan to address safety on the site including risks and mitigation strategies	6.1 6.2	Outline	Draft	Final	--
Customer Service Plan	Plan to allow charging customers to get 24/7 assistance	--	--	Draft	Final	--
Site Host Agreement (If Applicable)	Agreement between Site Applicant and the property owner (if different entities)	--	--	Final (If Applicable)	--	--
Authorization to Enter Form (Optional in Place of Site Host Agreement)	Signed agreement by property owner for PennDOT to access property	--	--	Final (Optional)		
Test Results	Results from various levels of charging equipment testing	--	--	--	Final	--
Reporting	Reporting as required per forthcoming NEVI regulations on the EVSE to ensure that the network meets FHWA standards of access, reliability, and convenience operational requirements	--	--	--	--	Update (Quarterly and Annually)
Critical Event Notification	The Grantee shall immediately notify PennDOT of any critical events as specified in Section III – Program Requirements , Subsection A.	--	--	--	--	Ongoing (Within 24hrs of Event)
Audit Compliance	The Grantee shall cooperate if selected for audit	--	--	--	--	Ongoing



Appendix VII – Interchange Score Tables

This section shows the interchange scores for each AFC interchange for Round 1. These scores are worth a maximum of 16 points (score for criteria 2.1a) and are assigned based on PennDOT’s gap prioritization analysis which values interchanges based on relative value to the EV driver and passengers. The scores are developed based on the following categories:

- AFC Gap Analysis based on distance from current NEVI-qualifying charging station,
- Total services within the 1-mile polygon including any business that is open to the public,
- Number of different service types including gas stations, truck stops, restaurant, grocery stores, big box stores, malls, and streets with many services
 - Within 0.25 miles,
 - Within 0.5 miles,
 - Within 1.0 miles,
- Proximity to an environmental justice area,
- Proximity to an air quality non-attainment area, and
- Rural or remote area based on distance from an urbanized area.

Along with interchange score, Corridor Group and group priority are included in the following tables to clarify the prioritization of each interchange for Round 1. All Applications at a given interchange will be given the same interchange score. An interchange score shown as “x” means that the interchange is ineligible for funding in Round 1.

A highway interchange can be ineligible for two main reasons. One is if the interchange is a systems (high-speed) interchange where no arterials exist within one mile of the exit ramps. The other is if the interchange only serves drivers traveling in one direction.

Refer to the online map, [Pennsylvania NEVI - Anticipated Funding Round 1 - Interchange Information](#), for eligible interchanges and eligible Project locations.



Interstate 70

Interchange	Interchange Score	Corridor Group	Group Priority
1	6	A	II
6	8	A	II
11	7	A	II
15	12	A	II
16	10	A	II
17	12	A	II
18	x	B	I
19	11	B	I
20	9	B	I
21	x	B	I
25	8	C	II
27	5	C	II
31	6	C	II
32A	x	C	II
32B	13	C	II
35	5	C	II
36	x	C	II
37A-B	x	C	II
39	8	C	II
40	9	C	II
41	8	C	II
42	11	C	II
42A	x	C	II
43A-B	10	C	II

Interchange	Interchange Score	Corridor Group	Group Priority
44	5	D	I
46A-B	7	D	I
49	7	D	I
51	5	D	I
53	5	D	I
54	4	D	I
57	9	D	I
58 (75)	4	E	I
77SP	9	E	I
91	9	E	I
110	10	F	III
112SP	11	F	III
146	8	G	III
147SP	9	G	III
147 (161)	11	H	II
149	6	H	II
151	6	H	II
156	4	H	II
163	4	H	II
168	4	H	II



Interstate 76

Interchange	Interchange Score	Corridor Group	Group Priority
10	5	A	II
13	6	A	II
28	7	B	III
39	7	B	III
48	8	C	I
49SP	10	C	I
57	8	C	I
63	x	C	I
67	8	C	I
75	x	D	I
77SP	9	D	I
91	9	D	I
110	10	E	III
112SP	11	E	III
146	8	F	III
147SP	9	F	III
161	x	G	I
172SP	9	G	I
180	9	G	I
189	10	H	I
201	7	H	I
202SP	11	H	I
219SP	8	I	III
226	7	I	III
236	7	I	III
242	6	I	III
247	6	I	III
250SP	9	I	III
259SP	10	J	I
266	7	J	I

Interchange	Interchange Score	Corridor Group	Group Priority
286	4	K	I
290SP	8	K	I
298	6	K	I
305SP	10	K	I
312	6	L	II
320	6	L	II
325SP	9	M	III
326	x	M	III
327	10	M	III
328A	x	M	III
328B	11	M	III
329	x	M	III
330	7	M	III
331A	x	M	III
331B/332	8	M	III
337	x	N	III
338	11	N	III
339/340A	9	N	III
340B	x	N	III
341	5	N	III
342	10	N	III
343	x	N	III
344	9	N	III
345	9	N	III
346A	9	N	III
346B	11	N	III
346C	8	N	III
347B/347	11	N	III
347A/348	8	N	III
349	11	N	III
350	9	N	III
351	x	N	III



Interstate 78

Interchange	Interchange Score	Corridor Group	Group Priority
1A-B	x	A	II
6	x	A	II
8	x	A	II
10	6	A	II
13	10	A	II
15	x	A	II
16	9	A	II
17	6	A	II
19	7	A	II
23	10	A	II
29	7	B	I
30	6	B	I
35	6	B	I
40	7	B	I
45	8	B	I
49A-B	9	B	I
51	x	B	I
53	x	C	II
54A-B	9	C	II
55	10	C	II
57	12	C	II
58	x	C	II
59/60B	6	C	II
60/60A	4	C	II
67	11	C	II
71	x	C	II
75	10	C	II



Interstate 79

Interchange	Interchange Score	Corridor Group	Group Priority
1	9	A	II
7	5	A	II
14	15	A	II
19	8	A	II
23	5	A	II
30	7	A	II
33	6	A	II
34 (21)	x	B	I
20	9	B	I
19	12	B	I
38 (18)	7	B	I
40	5	C	I
41	9	C	I
43	7	C	I
45	9	C	I
48	4	C	I
49	x	C	I
54	10	C	I
55	10	C	I
57	7	C	I
59A-B	x	D	II
60A-B	8	D	II
64	x	D	II
65	7	D	II
66	4	D	II
68	7	D	II
72	x	D	II
73	9	D	II
75	x	D	II

Interchange	Interchange Score	Corridor Group	Group Priority
76	x	E	III
77	x	E	III
78	6	E	III
83	x	E	III
85	x	E	III
87	x	E	III
88	4	E	III
96	5	E	III
99	7	E	III
105	8	F	I
113	12	F	I
116A-B	x	F	I
121	7	F	I
130	5	G	I
141	7	G	I
147A-B	11	G	I
154	5	H	I
166	11	H	I
174	5	H	I
178A-B	x	H	I
180	9	I	II
182	10	I	II
183A-B	x	I	II
184	10	I	II



Interstate 80

Interchange	Interchange Score	Corridor Group	Group Priority
4A-B	8	A	II
15	8	A	II
19A-B	x	A	II
24	6	B	I
29	12	B	I
35	6	B	I
42	7	C	II
45	4	C	II
53	4	D	III
60	5	D	III
62	10	D	III
64	6	D	III
70	7	E	II
73	7	E	II
78	11	E	II
81	7	E	II
86	4	E	II
90	5	F	I
97	10	F	I
101	10	F	I
111	5	F	I
120	11	G	I
123	5	G	I
133	9	G	I
147	9	H	I
158	9	H	I
161	x	H	I
164	4	H	I
173	11	I	I
178	5	I	I
185	8	I	I
192	7	I	I

Interchange	Interchange Score	Corridor Group	Group Priority
199	4	J	I
210A	7	J	I
210B	x	J	I
212A	x	J	I
212B	6	J	I
215	6	J	I
224	6	K	I
232	11	K	I
236A-B	7	K	I
241A-B	5	K	I
242	10	K	I
256	9	L	I
260A-B	x	L	I
262	10	L	I
273	8	M	I
274	8	M	I
277	9	M	I
284	12	M	I
293	x	N	III
298	x	N	III
299	7	N	III
302/302B	11	N	III
302A	x	N	III
303	x	N	III
304	x	N	III
305	9	N	III
306	x	N	III
307	8	N	III
308	7	N	III
309	7	N	III
310	7	N	III



Interstate 81

Interchange	Interchange Score	Corridor Group	Group Priority
1	5	A	II
3	6	A	II
5	9	A	II
10	4	A	II
12	x	A	II
14	10	A	II
16	10	A	II
17	9	A	II
20	9	A	II
24	8	A	II
29	11	B	I
37	5	B	I
44	7	B	I
45	10	B	I
47A-B	10	B	I
48/49	11	B	I
52A-B	10	C	II
57	4	C	II
59	x	C	II
61	9	C	II
65A	9	C	II
65B	x	C	II
66	9	C	II
67A	7	C	II
67B	x	C	II
69	11	C	II
70	7	C	II
72A-B	11	D	I
77	10	D	I
80	10	D	I
85A-B	6	D	I
89	x	D	I
90	11	E	I
100	12	E	I
104	7	E	I
107	8	E	I
112	8	E	I

Interchange	Interchange Score	Corridor Group	Group Priority
116	8	F	I
119	6	F	I
124A-B	13	F	I
131A-B	9	F	I
134	6	F	I
138	4	G	I
141	4	G	I
143	8	G	I
145	10	G	I
151A-B	x	G	I
155	6	G	I
159	6	G	I
164	4	H	I
165A-B	8	H	I
168	9	H	I
170A	8	H	I
170B	x	H	I
175A-B	8	H	I
178	5	H	I
180	7	H	I
182A-B	10	I	I
184	10	I	I
185	8	I	I
186	x	I	I
187	x	I	I
188	10	I	I
190	10	I	I
191A-B	10	I	I
194	8	I	I
197	8	J	I
199	8	J	I
201	6	J	I
202	4	J	I
206	6	J	I
211	9	J	I
217	7	J	I
219	8	J	I
223	7	J	I
230	7	J	I



Interstate 83

Interchange	Interchange Score	Corridor Group	Group Priority
4	10	A	II
8	5	A	II
10	7	A	II
14	10	A	II
15	x	A	II
16A-B	10	A	II
18A-B	11	A	II
19A-B	9	A	II
21A-B	10	B	I
22	9	B	I
24	6	B	I
28	7	B	I
32	6	B	I
33	10	B	I
34	x	B	I
35	9	B	I
36	9	B	I
38	6	B	I
39A	7	B	I
39B	x	B	I
40A	9	B	I
40B	9	B	I
41A	x	C	II
41B	11	C	II
43	10	C	II
44A	11	C	II
44B	11	C	II
45	12	C	II
46A	9	C	II
46B/47	10	C	II
48	12	C	II
50	11	C	II
51A-B	x	C	II



Interstate 84

Interchange	Interchange Score	Corridor Group	Group Priority
0A-C	x	A	II
1	7	A	II
2	x	A	II
4	x	A	II
8	10	B	I
17	7	B	I
20	10	B	I
26	6	B	I
30	5	B	I
34	9	B	I
46	7	C	I
53	9	C	I



Interstate 90

Interchange	Interchange Score	Corridor Group	Group Priority
3	5	A	II
6	4	A	II
9	4	A	II
16	3	A	II
18	5	A	II
22A-B	x	B	III
24	9	B	III
27	9	B	III
29	6	B	III
32	6	B	III
35	4	C	II
37	x	C	II
41	6	C	II
45	8	C	II



Interstate 95

Interchange	Interchange Score	Corridor Group	Group Priority
0 (11)	x	A	II
1	10	A	II
2	11	A	II
3A-B	10	A	II
4	x	A	II
5	x	A	II
6	11	A	II
7	8	A	II
8	10	A	II
9A-B	10	A	II
10/12B	8	B	I
12/12A	x	B	I
13/14	7	B	I
15	x	B	I
17	9	B	I
19A	12	B	I
19B	x	B	I
20	12	B	I
22A	10	B	I
22B	x	B	I
23	12	B	I
25	11	B	I
26A	x	B	I
26B	10	B	I
27	11	B	I
30	11	C	II
32	11	C	II
35	10	C	II
37	10	C	II
39	9	C	II
40	x	C	II
42	10	C	II



Interstate 99

Interchange	Interchange Score	Corridor Group	Group Priority
1	8	A	III
3	6	A	III
7	4	A	III
10	4	A	III
15	7	A	III
23	9	B	I
28	x	B	I
31	8	B	I
32	9	B	I
33	9	B	I
39	5	B	I
41	6	B	I
45	5	C	II
48	10	C	II
52	7	C	II
61	6	C	II
62	x	C	II
68	5	D	III
69	8	D	III
71	10	D	III
73/74	5	D	III
76	5	D	III
78A-B	7	D	III
80	x	D	III
81	4	D	III
83	9	D	III
85	x	D	III

**Interstate 276**

Interchange	Interchange Score	Corridor Group	Group Priority
326	x	A	III
328SP	10	A	III
333	9	A	III
335 (20)	x	A	III
339	9	B	II
340	x	B	II
343	12	B	II
351/352	10	B	II
356	x	B	II



Interstate 376

Interchange	Interchange Score	Corridor Group	Group Priority
0	7	A	II
1A-B	x	A	II
1C	5	A	II
2	6	A	II
5	7	A	II
9	7	A	II
12A-B	6	A	II
13	11	A	II
15	x	A	II
17	7	A	II
20	6	A	II
26	6	B	I
29	5	B	I
31	8	B	I
36	5	B	I
38A-B	8	B	I
39	8	B	I
42	9	B	I
45	10	C	I
48	6	C	I
50/51	4	C	I
52	5	C	I
53	x	C	I
56	5	C	I
57	4	C	I
58	8	C	I
59	10	C	I

Interchange	Interchange Score	Corridor Group	Group Priority
60A-B	11	D	II
61	9	D	II
62	x	D	II
64A	x	D	II
64B	x	D	II
65	12	D	II
67	10	D	II
68	x	D	II
69A-C (C EB)	9	D	II
69C (C WB)	x	D	II
70A-D	10	E	I
71A-B	10	E	I
72A-B	10	E	I
73A-B	x	E	I
74	10	E	I
77	12	E	I
78A-B	9	E	I
79A-B	8	E	I
80	x	E	I
81	9	E	I
84A-B	10	E	I
85	x	E	I
86	6	E	I



Interstate 476

Interchange	Interchange Score	Corridor Group	Group Priority
0A-B	x	A	II
1	12	A	II
3	8	A	II
5	7	A	II
9	9	A	II
13	10	A	II
16A-B	6	A	II
18A-B	11	A	II
19	x	A	II
20 [MCE]	x	A	II
20 [TPKE]	x	A	II
31	10	B	I
44	6	B	I
55SP	9	C	I
56	x	C	I
74	4	C	I
86SP	9	D	III
87	4	D	III
95	9	D	III
105	7	E	II
115	7	E	II
122	6	F	II
131	x	F	II
132	9	F	II

**Interstate 295**

Interchange	Interchange Score	Corridor Group	Group Priority
1	x	A	II
3	12	A	II
5A	6	A	II
5B	x	A	II
8	5	A	II
10	3	A	II



Appendix VIII – Utility Form

SITE APPLICANT INFORMATION (Site Applicant to complete.)

Name of Company/Customer: _____
Facility Owner's Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact Name: _____
Contact Phone: _____ Contact Email: _____

SITE INFORMATION – ELECTRICAL DISTRIBUTION SERVICE NEEDS (Site Applicant to complete.)

Address of Site: _____
Latitude/Longitude: _____
Number of chargers anticipated: _____ Total service power level (kW): _____

Type of Service: New Service (No existing lines) Existing Service Lines Upgrade of Existing Service

Account #: _____

Provide aerial view of site with transformer location and termination point. Show nearest 3-phase source (if known):

[Insert aerial view here with proposed location of chargers]



Type: Primary Service Secondary Service

Proposed In-Service Date: _____

Number and size of conductors anticipated: _____

Requested voltages (i.e., 3-phase 277/480V 4 wire): _____

Service Capacity (amps): _____ Load Requested (kVA): _____

COST ESTIMATE (Utility Company to complete.)

Utility Company Name:	
DESCRIPTION	TOTAL COST & TIMELINE
<p>High-level Engineering & Construction Cost & Time Estimate</p> <p>(This high-level cost* and time estimate** includes Power Transformer, terminator pole, if applicable, Service Lateral or conductor and Metering.)</p> <p>*Cost estimate to be covered by Site Applicant.</p> <p>**Time estimate is from the time of official service request and subject to change.</p>	<p>\$</p> <p>Timeline:</p>
<p>Additional Engineering & Construction Costs/Time Estimates</p> <p>(These estimates include additional time and costs for primary line extension to customers' location and upgrades required to accommodate new load.)</p>	<p>\$</p> <p>Timeline:</p>
Site Applicant construction responsibilities for electric distribution service	\$
Electric Distribution Company (EDC) construction responsibilities for electric distribution service	-\$
Total Estimated Timeline for Site Applicant:	
Total Estimated Cost to Site Applicant:	\$

Signature from Utility Company: _____

Additional notes:



Appendix IX – Example Cybersecurity Clauses for EV Charging Infrastructure

The Joint Office of Energy and Transportation has partnered with Pacific Northwest National Laboratory (PNNL) and Idaho National Laboratory (INL) to develop sample cybersecurity procurement clauses. Although PennDOT is not requiring these clauses be included in the Application's Data Management and Cybersecurity Plan, several of these or similar clauses may be considered during the privacy impact assessment between the Grantee and PennDOT prior to agreement execution. Therefore, these clauses are provided as a guide for Site Applicants to consider while developing their Application.

A. Cybersecurity Program

1. The Grantee must address EV charging infrastructure security and protection in the Data Management and Cybersecurity Plan. The Data Management and Cybersecurity Plan must document potential risks and protections throughout the contracted lifetime. The Data Management and Cybersecurity Plan must be revised to accommodate new risks, requirements, and standards. [FIPS 200; NIST 800-53 Rev5: PL-2, PL-7, PL-8, PM-7, PM-8, PM-9, PM-11, PM-17, PM-18, RA-1, RA-2]
2. Evidence of update and adherence to the Data Management and Cybersecurity Plan must be supplied annually via self- and/or third-party assessment. [NIST 800-53 Rev5: AU-6, CA-2, CA-7, PL-2, PM-18, RA-3, SA-11]
3. Disclosure of security or privacy breaches, system or component weaknesses, and related mitigation(s) must transpire within 24 hours of identification. [NIST 800-53 Rev5: AC-16, CA-7, IR-4 (8) (10), IR-5, IR-6, IR-8 (1), RA-5 (11), RA-7, SI-5, SR-5, SR-6]
4. The Grantee's subcontractors must adhere to the same cybersecurity protections. [NIST 800-53 Rev5: SR-2, SR-3, SR-5]
5. The Grantee must indemnify, defend, and hold harmless, without limitations, the Commonwealth, its departments, divisions, agencies, offices, commissions, officers, employees, and affiliates from or against any and all claims that arise from or relating to cybersecurity breaches to the contracted EV charging infrastructure. [NIST 800-53 Rev5: SR-1]

B. Identity, Credential, and Access Management

1. Access must be authenticated and authorized. [NIST 800-53 Rev5: AC-2; IA-2, IA-3]
2. Must use multi-factor authentication. [NIST 800-53 Rev5: IA-2, IA-5]

C. Configuration, Vulnerability, and Update Management

1. Authenticity and integrity of applied updates must be ensured, and violations are reported. [NIST 800-53 Rev5: SA-22; NIST 800-40v2]
2. Security updates must be accordingly and timely applied. [NIST 800-53 Rev5: SI-7]

D. Secure Payment

1. Payment systems must comply with current payment card industry security standards. [PCI DSS v4.0]
2. Payment terminals must be EMVCo L1 Certified. [EMV]

E. Secure Communications

1. Must use standardized secure communication protocols utilizing modern encryption. [NIST 800-53 Rev5: SC-13]



2. Personal information will be minimally collected and must be protected throughout its life cycle. [NIST 800-53 Rev5: AC-16]
3. All data must reside in the United States throughout its life cycle and is administrated by those who have undergone background screening. [CSA; FedRAMP: PS-3, SA-9 (4),SA-9 (5)]

F. Physical Security

1. Must utilize anti-tamper techniques to prevent, deter, and detect unauthorized physical access. [DOT 5.2.4 (SSH-06); NIST 800-53 Rev 5: AT-3 (2), PE-3; ENCS 4.3.1; DOE 8.1 (8.1.1, 8.1.2)]
2. Unexpected or unauthorized accesses must be immediately communicated. [DOE A.2; NISTIR]



Appendix X – Sample Grant Agreement with Terms and Conditions

EFFECTIVE DATE _____
 (Department will insert)
 COUNTY _____
 MUNICIPALITY _____
 DISTRICT ORG CODE _____

REIMBURSEMENT
 AGREEMENT NO. _____
 FID NO. _____
 SAP VENDOR NO. _____

NATIONAL ELECTRIC VEHICLE INFRASTRUCTURE FORMULA PROGRAM REIMBURSEMENT GRANT AGREEMENT

This National Electric Vehicle Infrastructure Formula Program Reimbursement Grant Agreement (“Agreement”) is made by and between the Commonwealth of Pennsylvania (“Commonwealth”), acting through the Department of Transportation (“PennDOT”),

a n d

the _____, ("Grantee").

BACKGROUND

The Bipartisan Infrastructure Law, enacted November 15, 2021, includes a National Electric Vehicle Infrastructure (NEVI) Formula Program. The NEVI Formula Program provides dedicated funding to strategically deploy electric vehicle (EV) charging infrastructure and establish an interconnected network to facilitate data collection, access, and reliability. Funding is initially directed to designated alternative fuels corridors for build-out of a national EV charging network to support long distance travel. When the national network is fully built-out, funding may be used on any public road or in other publicly accessible locations.

The parties, intending to be legally bound, agree as follows.



1. General Provisions.

a. Definitions.

- i. **“Application”**: The Site Applicant’s response to the NOFO through the eGrants Public Portal Interface including all submission materials and attachments.
- ii. **“Candidate Site”**: A property proposed by a Site Applicant for the purpose of installing and maintaining NEVI compliant EVSE. A Candidate Site must be located within a one-mile roadway travel distance from an interstate highway interchange ramp terminal or be granted an exemption by PennDOT and FHWA.
- iii. **“Commonwealth”**: The Commonwealth of Pennsylvania
- iv. **“Conditional Award”**: An award given to a subset of Site Applicants based on the merits of their Application compared to other Site Applicants. Conditional Awards are contingent upon several steps in order to become fully executed Grant Agreements.
- v. **“Conditional Awardee”**: Site Applicants selected for Conditional Award become Conditional Awardees.
- vi. **“Corridor Group”**: A combination of the specific AFC route number (e.g., I-76, I-79) and “group” letter (e.g., A, N) that represents a range of exits along the AFC where sites will be scored against each other.
- vii. **“Federal Rule”**: FHWA’s final rule, 23 CFR Part 680, which establishes regulations setting minimum standards and requirements for projects funded under the National Electric Vehicle Infrastructure (NEVI) Formula Program and projects for the construction of publicly accessible electric vehicle (EV) chargers under certain statutory authorities, including any EV charging infrastructure project funded with Federal funds that is treated as a project on a Federal-aid highway.



- viii. **“Grant Agreement” or “Agreement”**: The fully executed version of this Agreement in the eGrants Public Portal Interface, including all Commonwealth signatures (unless otherwise stated).
- ix. **“Grantee”**: The Site Applicant who, upon awarding of a contract and execution of this Agreement, will be responsible for managing the awarded contract and the party to whom payment will be made.
- x. **“Notice of Acceptance”**: a written notification sent by PennDOT to the Grantee advising the acceptance of the installed EVSE. The Period of Performance (operations and maintenance period) will start on the date identified in the Notice of Acceptance. Refer to Section 34 for further details.
- xi. **“Notice of Funding Opportunity” or “NOFO”**: All documents, whether attached or incorporated by reference, utilized for soliciting Applications.
- xii. **“Notice of Selection” / “Notice of Non-Selection”**: A notification through the eGrants Public Portal Interface informing a Site Applicant that their site has either been selected or not selected to move forward for a Conditional Award.
- xiii. **“Notice to Proceed” or “NTP”**: Authorizes the Grantee to proceed with the work in this Agreement. PennDOT will issue a Notice to Proceed following the execution of this Agreement and all conditional requirements being satisfied. Any work done prior to full execution of this Agreement will not be reimbursed. Cost incurred between the execution this Agreement and NTP may not be reimbursed until after the NTP.
- xiv. **“PennDOT” or “Department”**: The term PennDOT may refer to PennDOT and PennDOT contractors or consultants, as PennDOT determines.
- xv. **“Period of Performance”**: the length of time during which a Grantee is obligated to provide Operations and Maintenance (O&M) services for the EV site. The period of performance for this Agreement is 5 years or 60 months. The begin date of the Period of Performance will be identified in the Notice of Acceptance.



- xvi. **“Project”**: The EVSE hardware and all required support systems installed at the Candidate Site to create a charging station, including the entirety of the eligible costs.
 - xvii. **“Site Applicant”**: The company and/or authorized representative of the company who has signed and is submitting the signed Application response and who will be responsible, if subsequently identified as the Grantee, to ensure proper performance of the agreement awarded. The Site Applicant must be the organization that will own/lease and operate the charging stations during the Period of Performance of the charging site.
 - xviii. **“Site Host”**: The owner of the physical location where the EV charging equipment is installed. The Site Host may be the same as the Site Applicant, or different. If different, a Site Host Agreement must be established between the Site Applicant and Site Host.
 - xix. **“Uptime”**: All EVSE equipment constituting the Charging Site must be fully operational and available for public charging for greater than 97% of the time on average, annually, during the Period of Performance as required in the Federal Rule. When Uptime is used, the term refers to this 97% requirement.
- b. **Project Description**. PennDOT, following review of the Grantee's application (“Application”), has selected the Grantee’s project (“Project”), and has extended an offer of funding to it. The Project consists of the items and costs described in the attached Application (attached to and made part of this Agreement as Exhibit A), and documents referenced or incorporated in the Application, to plan, design, construct, operate, and maintain an Electric Vehicle Supply Equipment (EVSE) site. The Application was competitively selected, and therefore PennDOT shall not allow substantial scope changes or substitute Projects after an award is made without a written application from the Grantee, which PennDOT may approve or deny at its discretion.



- c. **Notice To Proceed.** Costs may begin to be incurred immediately following the full execution of this Agreement. However, invoices may not be submitted until Grantee is given a Notice to Proceed therefore these costs are incurred at the Grantee's risk. Following full execution of this Agreement, the Grantee will need to complete and submit their final site design to PennDOT along with the fully executed Site Host Agreement (if applicable and if not already submitted). Once these are received and PennDOT is satisfied with these requirements, PennDOT will issue a Notice to Proceed. This results in the final award to the Grantee and they may begin invoicing for completed work during the remainder of the installation period.
- d. **Project Stages.** The Project is broken into five stages as follows:
- i. **Stage 0: Application Period.** Site Applicants complete their Application through the eGrants Public Portal Interface which includes all necessary submissions to be considered for a grant award. PennDOT will review all Applications and select a subset of Site Applicants for Conditional Awards.
 - ii. **Stage 1: Post-Selection Period.** Site Applicants selected for a Conditional Award become Conditional Awardees and must go through the contracting process with PennDOT. This process includes the completion of several deliverables leading to the execution of this Agreement whereby the Conditional Awardee will become the Grantee. PennDOT will then issue a Notice to Proceed.
 - iii. **Stage 2: Installation Period.** Grantees must complete installation of the equipment and submit additional deliverables before PennDOT accepts the Project as operational. Upon successful installation of equipment and completion of these deliverables, PennDOT will issue the Notice of Acceptance.
 - iv. **Stage 3: Period of Performance.** Once equipment is successfully installed and the Grantee is given Notice of Acceptance, the Grantee will operate the charging equipment and complete additional documentation periodically over the five-year Period of Performance.



- v. **Stage 4: Project Close-Out.** The Grantee must submit final quarterly and annual reports after the Project Period of Performance ends. Upon acceptance of the final annual report, PennDOT will disburse the remaining one-fifth of retainage and the Project will be closed out.
- e. **Order of Precedence.** If there is ambiguity or inconsistency between any components of this Agreement, the order of precedence, from highest to lowest, is as follows:
 - i. The Federal Rule (Title 23, CFR chapter I, subchapter G, part 680), including all applicable Federal laws such as the Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act (IIJA), (Pub. L. 117-58).
 - ii. This Agreement
 - iii. Exhibits B-I to this Agreement
 - iv. Exhibit A to this Agreement (the Application), including all appendices, attachments, plans, drawings, and any other items attached to or made part of it.

2 Project Cost Estimate.

- a. **Grant Award.** PennDOT is awarding, and the Grantee is accepting, a grant in the amount of \$. The Application sets forth the estimated costs.
- b. **Maximum Amount of Reimbursement.** The maximum amount of reimbursement to the Grantee is \$ Click or tap here to enter text. , or Click or tap here to enter text.% of the actual Project cost, whichever is less. The Grantee is responsible for all Project costs exceeding the grant amount.
- c. **Match Requirement.** The Grantee is required to match the grant funding from eligible non-federal sources.
- d. **Eligible Costs.** To be considered directly related to charging of vehicles, items must be a necessary component in the EV charging station, be a necessary component to connect the EV charging station to the electricity source (or to supply power from the electricity source), provide eligible signage to direct EVs to the charging station, or provide information to EV users about use of the



- charging station. This includes costs of new public EV charging stations, as well as upgrades to existing EV charging stations. Eligible costs may include:
- i. Costs for pre-construction work like environmental documents and studies, preliminary engineering, and related work.
 - ii. Construction costs (as defined under 23 U.S.C. 101(a)(4)), including site restoration after installation, directly related to the EV charging station.
 - iii. Costs for planning, permitting, acquisition, and installation of on-site distributed energy resource (DER) equipment (e.g., solar arrays, stationary batteries).
 - iv. Costs to acquire and install on-site electric service equipment (e.g., power meter, transformer, switch gear), including shipping fees and applicable taxes.
 - v. Costs of minor grid updates (work necessary to connect a charging station to the electric grid distribution network like extending power lines or upgrading existing power lines).
 - vi. Costs to install signage at site that is compliant with the MUTCD and 23 CFR part 750.
 - vii. Costs for workforce development activities.
 - viii. Costs to procure and install, repair, upgrade, and/or replace existing EV charging equipment to meet NEVI minimum standards and requirements.
 - ix. Costs to procure and setup EVSE related hardware and software.
 - x. Costs to upgrade existing EV charging stations to meet Americans with Disabilities Act (ADA) requirements.
 - xi. Fixed operating and maintenance costs (up to five years after the charging station is commissioned) including:
 - A. Charging equipment lease fees (if Site Applicant chooses lease option for charging equipment rather than purchase option). The lease costs are only eligible if paid in advance through a contract.
 - B. Cellular network fees, internet service fees, or similar fees.



- C. Hardware and software maintenance and repair costs, including service agreements with third-party contractors and charging equipment manufacturers or warrantors are acceptable to PennDOT. Service agreements shall be fixed price and paid up-front in advance of the Period of Performance. PennDOT will not consider annual renewals to be eligible.
- xii. Costs to install, operate, and maintain light-, medium-, and heavy-duty electric vehicle charging infrastructure. Light-duty electric vehicle charging infrastructure may be given priority in the initial funding rounds.
- xiii. Costs for EV charging infrastructure data sharing. This includes, to the extent practicable, costs related to the specific data sharing requirements of this program as well as costs of data sharing on all chargers and charging activities on the EV network.
- xiv. Costs for construction project management directly related to the EV charging station.
- e. **Ineligible Costs.** Ineligible costs include:
 - i. Costs incurred prior to a fully executed Grant Agreement.
 - ii. Costs not directly related to charging of vehicles.
 - iii. Costs for purchase or rental of real estate.
 - iv. Costs for construction or general maintenance of building and parking facilities (if not directly related to charging of vehicles).
 - v. Project equipment costs associated solely with installing DC fast charging plugs beyond the four required CCS plugs.
- A. Ineligible costs could include power cabinets and charging units that do not also support one or more of the four required plugs. For example, a power cabinet that solely supports charging unit numbers 5 and 6 would not be an eligible cost.
- B. Site-level costs and equipment that supports the entire Project may be eligible costs, so long as they are otherwise considered eligible costs. For



example, a transformer that supports more than four charging units at the Candidate Site would be an eligible cost, without any need for proration.

C. Additionally, costs such as trenching, asphalt work, etc., for the entire Project would be eligible as they are not equipment costs.

- vi. Variable operating and maintenance costs, including costs for electricity, insurance, and other recurrent business costs such as staffing.
- vii. Costs of major grid upgrades (longer line extension or upgrades, improvements to offsite power generation, bulk power transmission, or substations).
- viii. Fixed operations or maintenance costs incurred outside of an up-front contract at or near time of station commissioning. Operation and maintenance costs for equipment beyond the four required CCS plugs are not eligible costs.
- ix. Any Project costs covered by the utility including utility service upgrade costs.
- x. Costs for any connectors or adapters other than CCS.
- xi. Costs for studies or research projects.

3. Term of Agreement and Effective Date.

- a. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date (as defined below) and shall remain in effect until twelve (12) months following the Period of Performance (as defined below), unless terminated earlier in accordance with Section 22, except for those obligations that survive completion of the Project by express language or implication. The Audit Clause in Section 7 extends for three (3) years following the Grant term.
- b. **Effective Date.** The Effective Date shall be the date that this Agreement is fully executed by the Grantee and PennDOT and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature. The authorizations granted in this Agreement shall be effective only after the Effective Date of this Agreement.



Following full execution, the Commonwealth shall insert the effective date at the top of Page 1. The authorizations granted by this Agreement shall be further contingent upon written approval of the FHWA, if necessary.

4. Standards, Methods, Techniques, Designs, and Special Conditions.

- a. **Permitting and Third-Party Agreements.** PennDOT will obtain environmental clearances for the site work related to EV installation as required by the National Environmental Protection Act (NEPA). Grantees shall be responsible for all permitting responsibilities and third-party agreements for the site. Any amendments to the obtained NEPA clearances shall be the responsibility of the Grantee.
- b. **Design and Construction Review.** The design and construction of an approved Project are subject to PennDOT's review and approval, including costs, materials, plans, specifications, design, and operational details. PennDOT reserves the right to specify or make determination as to the standards, methods, techniques, design, and dimensional criteria acceptable in Projects funded by grants. Failure to meet special conditions, performance criteria, or specifications may result in the withdrawal of the grant, disqualification from future consideration for a grant, or declaration of a Grantee to be in default of the terms of this Agreement.
- c. **Insurance.** The Grantee agrees to procure and maintain insurance on all Project property (including EVSE) against fire, destruction, or other similar risks, in sufficient amounts to adequately protect the current value of PennDOT's investment in the Project property. If the Project property is wholly or partially destroyed by fire or other casualty covered by insurance, the Grantee agrees to cooperate by taking or causing to be taken all action necessary to enable recovery upon such insurance. The proceeds of any insurance will be applied to rebuild any Project property partially destroyed, or to replace any Project property wholly destroyed, if rebuilding or replacement is feasible.
- d. **Disclosure of Application Scores.** PennDOT will not disclose Application evaluation scores or Application ranks, except as required by law.



5. Equipment Requirements

- a. **Equipment Ownership.** Upon completion of construction and installation and Notice of Acceptance by PennDOT of fully operational EVSE (including power and data service) the Grantee shall own or lease the EVSE equipment. Grantees shall ensure there is a separate and distinct utility-grade meter for the EVSE system.
- b. **Five-Year Operations and Maintenance Obligation.** The Grantee shall be required to ensure the operations and maintenance of the EVSE at the site for a period of at least five years from the date identified on the Notice of Acceptance letter. Compliance with the 97 percent Uptime requirement throughout the Period of Performance is essential, and Grantees may satisfy this requirement one of two ways:
 - i. **Option 1 – Full-Coverage Service Contract.** The Grantee shall comply with a five-year maintenance and operation plan and a five-year networking plan. The Grantee shall have a five-year service contract providing 100 percent coverage of labor, parts, and materials as well as emergency maintenance service. This contract shall include comprehensive preventive maintenance for the covered equipment and systems and repair and replacement coverage (sometimes called a “breakdown” insurance policy) for the covered equipment.
 - ii. **Option 2 – In-House Operations and Maintenance.** PennDOT will not fund in-house operation and maintenance programs with NEVI program grant funds and thus Grantees will have to use other funding sources. In-house operation and maintenance programs will comply with the Grantee’s Operations and Maintenance Plan. If the Grantee is not providing comprehensive preventive maintenance or system repair or replacement, PennDOT will have the right to enter the property to inspect. Refer to Section 16 for more information on Uptime requirements.



- c. **Transfer After or During the Performance Period.** If the Grantee decides to retain and operate the equipment following the Period of Performance, the Grantee will be responsible for management of, receipt, and disbursement of fees charged. If the Grantee is unable to fulfill the five-year obligation, the Grantee must either work with PennDOT to assign a new operator at the site or pay back Project funds prorated for the portion of the remaining five years.
- d. **Emergency Incident Reporting Requirement.** During the Period of Performance, PennDOT must be notified within 24 hours after the Grantee becomes aware of any of the following critical events by emailing ra-pdevcorridors@pa.gov:
 - i. One or more charging plugs are inoperable for more than 24 hours.
 - ii. All publicly available DC fast charging plugs at the site are inoperable for more than 15 minutes.
 - iii. One or more pieces of equipment essential to the operation of the charging units/station experience a system failure, or
 - iv. Other incidents related to charging electric vehicles such as:
 - A. Damage to an electric vehicle as a result of connecting to or receiving electricity from the station,
 - B. Any other safety related incident, such as an accident or fire, at or near the charging station, or
 - C. Any time emergency responder personnel are dispatched to or near the charging station.
- e. **Customer Service.** Grantees shall ensure that customer service is provided and available 24 hours per day, 7 days a week. Customer service shall provide support and responses to inquiries and comments from EVSE users who are using or attempting to use the EVSE charging equipment. The Site Applicant shall submit a plan detailing how such service shall be provided which is accessible by all users. Quarterly reports by Grantees should include key performance indicators (KPI) for monitoring and to ensure quality performance (e.g., number of calls, length of



calls, customer problem areas, a log of all customer service activities, etc.) related to PennDOT NEVI funded sites.

- f. **Charging Site Specifications.** The charging site must meet the following requirements:
- i. EV charging infrastructure includes at least four 150 kW Direct Current Fast Chargers (DCFCs) with Combined Charging System (CCS) ports capable of simultaneously DC fast charging four EVs continuously.
 - ii. EV charging infrastructure has a minimum station power capability at or above 600 kW and supports at least 150 kW per port simultaneously across four ports for charging continuously.
 - iii. EV charging infrastructure has a minimum ability to continuously charge two vehicles at 300 kW power when only two vehicles are charging.
 - iv. Charging at the site is available 24 hours a day, 365 days a year according to Uptime requirements.
 - v. Full EVSE specifications are given in Exhibit B.
- g. **Proposed Modifications to System Specifications.** This Agreement includes EVSE Specifications that are compliant with the NEVI Formula program. The Grantee may only use EVSE that deviate from the Agreement minimum requirements if PennDOT approved modifications during the Application review process.
- h. **Project Revenue and Pricing for EV Charging.**
- i. **Project Revenue.** As per § 680.106 part m of the Federal Rule, Grantees may use revenue generated from the operation of charging stations for debt service, a reasonable return on investment, and/or costs for operation, maintenance, and site improvement. Grantees will need to include sufficient information in their operations and maintenance plan for PennDOT to evaluate and confirm that Project revenue will be used in accordance with the Federal Rule. Any material decreases in costs or increases in revenues during the Period of Performance must be reported to PennDOT for review and confirmation that



the Project remains in compliance with the approved operations and maintenance plan and the Federal Rule.

- ii. **End User Pricing for EV Charging.** In consideration of the financial assistance provided by the Commonwealth, the Grantee covenants that the price charged to end users for EV charging shall be reasonable. If PennDOT has reason to believe that the Grantee is charging an unreasonable rate, PennDOT will notify the Grantee. As soon as possible after notification, but in no case more than seven calendar days, the Grantee shall contact PennDOT to meet and discuss PennDOT's concerns. If PennDOT requests, the Grantee shall develop and implement a corrective action plan. Repeated non-compliance with the reasonable charging fee requirement may be considered an event of default. Notwithstanding anything to the contrary contained in this NOFO (including its terms and conditions and applicable appendices) or the Grant Agreement, if the Grantee is out of compliance with these terms, PennDOT may terminate the Grant Agreement, and if the termination occurs within the Period of Performance, require the Grantee to repay to PennDOT the amount of grant funding provided, prorated for the portion of the remaining five years.

6. Payment Procedures.

- a. **Reimbursement.** Subject to this Agreement and in conformance with Federal and Commonwealth law, PennDOT shall reimburse the Grantee for up to 80 percent of the total eligible costs of the Project from funds allocated and made available by the FHWA. The grant funds must be used within a 2-year period beginning the date of full execution of this Agreement unless an extension is granted by PennDOT. The Grantee shall pay its consultants and contractors and then request reimbursement. The Grantee may make payment requests for work in progress, but not more than one request per month and not fewer than one request per quarter, for each quarter in which the Grantee incurs eligible expenses. The Grantee cannot request reimbursement for money it spent before the Effective Date of this Agreement.



- b. **Retainage.** Ten percent of each grant payment will be withheld by PennDOT as retainage. Throughout the course of the required 5-year operations and maintenance period, PennDOT shall disburse one-fifth of retainage each year, upon approval of the Grantee's annual report and quarterly reports for the previous year.
- c. **Documentation.** The Grantee shall forward payment requests on the forms provided within the eGrants Public Portal Interface, or in another manner specified by PennDOT. A request shall include actual cost documentation consisting of approved contract estimates of work-in-place, approved invoices, certified payrolls, or other evidence of incurred costs and proof of payment. The Grantee shall include proof of payment from the consultants, contractors, vendors, or suppliers acknowledging they were paid. Project documentation shall include, among other things, documents necessary to ensure compliance with Federal law including, but not limited to the Federal Rule and all laws described in Section 18.
- d. **Certification of Expenses.** The Grantee shall certify via affidavit that the expenses were incurred and were in accordance with the scope of work approved by PennDOT. The Grantee shall submit proof of payment verifying the expenditure of program proceeds before the final closeout of this Agreement. The Grantee may submit copies of canceled checks or bank statements if electronic payment occurred.
- e. **Grantee Funds.** The Grantee shall pay costs incurred in excess of those eligible for federal-aid participation, including but not limited to costs relating to or resulting from changes to the approved plans or specifications, time delays and extensions of time or termination of construction work, interest for late payments or for money borrowed to finance the Project (where the interest paid by the Grantee is not federally reimbursable), unforeseen right-of-way and other property damages and costs resulting from the acquisition or condemnation of lands for the Project or for the construction of the improvements, unforeseen utility relocation costs, unforeseen costs for environmental litigation and reports, and all other unforeseen



costs and expenses not included in the estimates of design, utility relocation, construction and right-of-way acquisition costs, but which are directly related to or caused by the planning, design or construction of the Project. The Grantee, by executing this Agreement, certifies: (a) that it has on hand, or will obtain over the life of the Project, funds to meet its obligations under the terms of this Agreement, and (b) that it, and not PennDOT, shall provide funds needed to pay costs incurred in excess of those costs eligible for federal-aid participation and shall bear excess costs. The Grantee may use any combination of funds from its own budget and outside sources, whether public or private. These funds cannot be part of the 20% match required as part of eligible costs of the Project.

- f. **Excess Costs.** PennDOT shall not reimburse any additional or extra work done or materials furnished unless PennDOT has first approved the additional or extra work or materials in writing. Work done or materials furnished without PennDOT's prior written approval shall be at the Grantee's own risk, cost, and expense. Approved changes to the estimated costs shall be by a letter of amendment, as provided in Section 15. The Grantee may modify the Project scope, with PennDOT's approval, if the costs exceed the available funds.
 - g. **Final Invoices.** The Grantee shall submit its final invoices for payment or reimbursement within two years after the full execution of this Agreement. If the Grantee fails to submit its final invoices within this time, it may forfeit the remaining federal financial participation in the Project. PennDOT will not make any payments after completion of the closeout process in Section 34 of this Agreement.
7. **Audits and Recordkeeping.**
- a. **Audit Clause.** As specified by the Federal Office of Management and Budget, the Grantee shall satisfy the audit requirements contained in the Single Audit Act of 1984, as amended, 31 U.S.C. § 7501 et seq., and, for this purpose, to comply with the Audit Clause to be Used in Agreements with Subrecipients Receiving Federal



Awards from the Commonwealth, attached as Exhibit C. As used in the Audit Clause, the term "Subrecipient" means the Grantee.

- b. **Project Records.** The Grantee shall keep records as PennDOT may prescribe, including records that facilitate an effective audit and fully disclose the amount and disposition by the Grantee of the grant proceeds, the total cost of the Project for which the grant is given or used, and the amount and nature of the portion of the Project supplied by other sources.
- c. **Access to Records.** PennDOT shall have access to the Grantee's books, documents, papers, and records that relate to the grant for audit and examination, including progress audits during the Project. The Grantee shall include a clause in contracts related to the grant that allows PennDOT access to the Grantee's consultants and contractor's records for accounting and audit.
- d. **Project Accounting.** A Grantee shall establish and maintain an adequate accounting record that will allow PennDOT to determine the legitimacy of costs incurred. The Grantee shall maintain a Project account, either within the Grantee's existing accounting system or independently, identified by the agreement number appearing at the top of the first page of this Agreement. The Grantee shall credit all grant funds to the Project account. After completion of the Period of Performance, unencumbered grant funds remaining in the Project account shall be kept in an interest-bearing account, identified by the agreement number appearing at the top of the first page of this Agreement. The Grantee shall keep the remaining funds, including accrued interest, in the interest-bearing account until expended for Project costs or as PennDOT otherwise directs. The Grantee is solely responsible for any amounts spent that exceed the grant maximum or that are outside the grant time parameters.
- e. **Use of Grant Funds.** The Grantee shall maintain effective control over and accountability for all funds, property, and other assets. The Grantee shall adequately safeguard assets and ensure that assets are used solely for authorized purposes.



- f. **Statistical Records.** The Grantee shall maintain statistical records (including statistical data of a fiscal nature) required by PennDOT to produce program narrative and statistical data at times prescribed by, and on forms furnished by, PennDOT. Statistical records must reflect:
- i. Program benefits, such as job creation, EV adoption, improved access to EV charging infrastructure, and benefits to underserved communities,
 - ii. Program success in creating charging infrastructure that is convenient, affordable, reliable, and equitable, and
 - iii. Program progress, in terms of the time required to construct new charging stations and the number of charging stations constructed.
- g. **Record Retention.** The Grantee shall retain documentary evidence regarding items of Project cost for three years after the Period of Performance. The Grantee shall retain records that relate to litigation or the settlement of claims arising out of the performance of the Project, and costs and expenses of the grant as to which exception has been taken by the auditors, until the litigation, claims, or exceptions have been disposed of. These documents include but are not limited to:
- i. Monthly status updates,
 - ii. Vendor invoices, cost estimates, and negotiation documents,
 - iii. Applicable purchase orders,
 - iv. Plans,
 - v. Inspection reports, including a final inspection report showing acceptance for the Project along with a record of disposition or correction of unsatisfactory work,
 - vi. Evidence of payments for items of Project costs, including vouchers, cancelled checks, and receipts for cash payments,
 - vii. Material cutsheets,
 - viii. Submitted reports, and
 - ix. Operation and Maintenance records.

8. Data Sharing, Privacy, Cybersecurity, and Reporting Requirements.



- a. **Quarterly Reporting.** Grantees must provide all data required in the Federal Rule to PennDOT on a quarterly basis. Quarterly reports are due one month following the end of the quarter unless an extension is approved in writing by PennDOT.
- b. **Annual Reporting.** Grantees must provide an annual report to PennDOT that includes an updated Data Management and Cybersecurity Plan along with all data required in the Federal Rule to PennDOT on an annual basis. Annual reports are due two months following the end of the year unless an extension is approved in writing by PennDOT.
- c. **Data Sharing.** Pennsylvania is required to provide both quarterly and annual data submittals as per § 680.112 of the Federal Rule. Grantees must prepare and provide all data required by PennDOT to complete the quarterly and annual reports. Data must be transferred or made available using methods as prescribed in Appendix V - EVSE Specifications Item 10B, and as agreed upon between the contracted parties in the Grant Agreement. The submitted data will be maintained in a secure manner and will not be used for any purposes other than those required to fulfill the requirements of the Grant Agreement. The Site Applicant must also disclose, via the Data Management and Cybersecurity Plan, the location of the data and security processes and systems governing it while under the Site Applicant's control.
- d. **Privacy and Cybersecurity.** Grantees shall be responsible for cybersecurity as it relates to owning, operating, maintaining, and data sharing for the EVSE. After selection, Grantees shall participate in a privacy impact assessment with PennDOT, including their Data Governance and Security team. After agreement execution, Grantees shall share the following:
 - i. How cybersecurity will be assessed throughout the Agreement term,
 - ii. Results of third-party cybersecurity testing (not proprietary information that would make the overall system vulnerable),
 - iii. How system updates will affect end users, and
 - iv. Proposed protocols for notifying PennDOT of any security breach.



- e. **Data Management and Cybersecurity Plan.** Grantees shall develop a Data Management and Cybersecurity Plan that incorporates this information and guidance on risk assessments for personnel involved with the charging network, including contractors and service providers. The Data Management and Cybersecurity Plan should address all elements in the Example Cybersecurity Clauses for EV Charging Infrastructure (Exhibit D). Grantees shall submit the Data Management and Cybersecurity Plan to PennDOT for approval. Grantees shall comply with local, state, or federal laws as they relate to cybersecurity and privacy. Grantees shall provide an updated Data Management and Cybersecurity Plan annually along with the annual report for approval by PennDOT. Grantees shall specifically identify the need for the changes and changes to the Data Management and Cybersecurity Plan as part of the annual updates. Grantees can update and submit the Data Management and Cybersecurity Plan more frequently, if required.
 - f. **Project Deliverables.** Grantees are required to provide Project deliverable documents at various stages during the project. Requirements for these documents are referred to throughout the Agreement and the list of documents and deadlines are outlined in Exhibit E.
9. **Testing and Inspection.**
- a. **Testing.** Grantees shall ensure that standard factory testing and post-installation system testing is conducted for each charging unit to verify functionality of the EVSE. In addition, Grantees shall ensure access and/or integration into the PennDOT or other prescribed data sharing system. Factory test results shall be provided for each unit as verified by the Grantee's quality assurance or test manager. Similar test results for the installed system shall be provided with the test manager's approval. PennDOT will also have the right to test the EVSE and any data sharing connections (PennDOT systems and/or Grantee provided portal). For data sharing, PennDOT will participate in the testing through verification of receipt of the specified data. For the charging unit, PennDOT or its representative may run on-site testing at its own expense.



- b. **Inspection.** PennDOT, FHWA, an agency of the Commonwealth, and/or a person designated or authorized by PennDOT has the absolute right to inspect the Project sites, proposed Project sites, records, and construction materials regarding a Project funded by a grant. An inspection ordered or conducted by PennDOT may include reproduction and examination of records, taking samples applicable to evaluation or Project quality control, and assessing any factor relevant to the Project, Application, or contract terms related to the grant process. A Grantee's denial of access to records, failure to produce records, or obstruction of an inspection may result in the withdrawal of the grant and disqualification from future consideration for grants.
10. **Waiver.** PennDOT may waive requirements to submit specific information or data normally required for an Application. Waivers may be provided after written request to the Secretary and formal written response to the Site Applicant by the Secretary or their designee prior to submission of the completed Application. In the event of an emergency or other event deemed of critical concern to the Commonwealth, the Secretary or their designee may waive any, or all, of the requirements of this Agreement otherwise not prohibited by law.
11. **Liability, Forfeiture of Funds, Repayment.**
- a. **Improper Use.** If a Grantee fails to comply with the terms and conditions of this Agreement, the Grantee shall immediately reimburse PennDOT the amount demanded by PennDOT, up to the total amount of the grant. PennDOT may, at the discretion of the Secretary, disqualify the Grantee from future consideration for grants. A Grantee aggrieved by a PennDOT decision under this section may take an appeal under 2 Pa.C.S. §§ 501–508 and 701–704 (relating to Administrative Agency Law) and 1 Pa. Code Part II (relating to General Rules of Administrative Practice and Procedure).
- b. **Payment Reduction.** If PennDOT determines, by audit or otherwise, which determination shall be conclusive, that PennDOT's financial participation properly attributable to the Grant program is less than the amount of the Grant,



the Grantee shall, at PennDOT's request, refund to PennDOT the amount by which the Grant exceeds the justified PennDOT financial participation within 60 days of PennDOT's demand. In lieu of these requirements, PennDOT may, by letter, adjust the amount of Grant funds under this Agreement to reflect the actual justified amount.

12. **Ownership of Documents.** PennDOT shall have unrestricted authority to reproduce, distribute, and use, in whole or in part, any submitted report, data, or material. PennDOT shall have a royalty-free, nonexclusive, irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so. No report, document, or other material produced in whole or in part with Grant funds shall be subject to copyright in the United States or any other country without PennDOT's consent. The Grantee shall not include in its data any copyrighted matter without PennDOT's written approval, which approval shall not be given without the written permission of the copyright owner. Reports and other documents completed as part of the Project, other than documents prepared exclusively for internal use, shall contain an appropriate notice of financial assistance provided by PennDOT.
13. **Conflicts of Interest.** The Grantee and its agents shall adhere to 2 CFR 200.112, 23 CFR 1.33, and 23 CFR 172 regarding conflicts of interest. When any person has reason to believe that any breach of standards set forth in this chapter has occurred, that person shall report all relevant facts to the State Ethics Commission and to the Attorney General for any appropriate action. Consultant involvement shall be disclosed in the Application (Exhibit A).
14. **Occupancy Rights.**
 - a. **Right to Occupy.** The Grantee shall ensure that it has the right to occupy the area of the Project for purposes of constructing, operating, and maintaining the Project and that the public has a right to enter and use the area of the Project for at least five years following the Notice of Acceptance after completion of construction to justify the expenditure of public funds on the Project. This right of occupancy by the Grantee and continued use by the public may be shown by deed of fee simple



or easement, by right-of-way, lease, or license agreement, or by any other means found acceptable to PennDOT and included in the Site Host Agreement.

- b. **PennDOT's Right to Enter.** The Grantee grants PennDOT, FHWA, their employees, agents, representatives, and contractors, subject to this Agreement and PennDOT's supervision, a right to enter any and all parts of any site upon which grant-funded EVSE is located, at any time without notice, to observe, inspect, photograph or otherwise document the EVSE. The Grantee shall ensure that the Site Host Agreement and other agreements and instruments include clauses that permit PennDOT to enter to the full extent required by this section.
- c. **Supporting Documentation.** Upon request from PennDOT, the Grantee shall provide information necessary to document the right to occupy the area of the Project for construction, maintenance, and use. The Grantee shall also supply any additional information as deemed necessary by PennDOT for this purpose. This may include the creation of a plan showing all property acquired by the Grantee's predecessors in title, including a designation of the nature of the predecessors' interests (i.e., whether in fee or easement) and a notation of where the instruments conveying those interests are located. PennDOT will not issue a Notice to Proceed until PennDOT is satisfied that the Grantee has proven appropriate interest in all affected property.

15. Amendments.

- a. **Letter of Amendment.** The parties must execute a letter of amendment prior to adding additional funds to the contract. PennDOT cannot reimburse the Grantee for the additional costs unless an amendment is deemed warranted and until a letter of amendment is executed. Adequate federal funds must be available before the parties execute the letter of amendment. The letter of amendment is not effective until duly authorized representatives of the Grantee, PennDOT, the Office of Chief Counsel, and the Office of Comptroller Operations sign and date the letter of amendment.



- b. **Time Extension.** Any requests for additional time to complete the Project must be approved by PennDOT and require the execution of a letter of amendment for a time extension by the parties. The letter of amendment is not effective until duly authorized representatives of the Grantee and PennDOT sign and date the letter of amendment for a time extension.
 - c. **Changes to Standard Provisions.** If there are changes to any Standard Provisions that need to be addressed at the time of a letter of amendment, as described in subsections a and b, the parties can incorporate those revised or updated Standard Provisions by noting the incorporation and attachment of such Standard Provisions to such letter of amendment. For the purposes of this subsection, Standard Provisions consist of those provisions or clauses required to be included in Commonwealth agreements pursuant to federal or state law or Commonwealth Management Directives.
 - d. **Amendment.** All other changes to the terms and conditions of the Agreement must be in the form of a fully executed formal amendment signed by all the same entities that executed the original Agreement.
16. **Maintenance and Operation of Improvements.**
- a. **Grantee's Responsibilities.** The Grantee shall operate and maintain, at its sole cost and expense, all completed Project improvements financed under this Agreement for the full Period of Performance. The Grantee shall, by contract or with its own forces, perform the maintenance to ensure an acceptable level of physical integrity and operation consistent with original design standards. The Grantee certifies that it shall make available sufficient funds to provide the operations and maintenance and that it shall have and keep in place a full-coverage service contract for the entire five-year operations and maintenance period.
 - b. **Transfer of Ownership and Maintenance Responsibilities.** The Grantee may transfer ownership and maintenance responsibilities for the equipment and other improvements constructed pursuant to the Agreement, subject to prior approval by PennDOT. PennDOT shall determine the appropriate written documentation



required to approve and authorize the transfer of ownership and maintenance responsibilities (including reporting and customer service obligations). PennDOT shall not unreasonably withhold its approval.

- c. **Uptime Requirement.** During the Period of Performance, other than allowable downtime for maintenance, vandalism, and natural disasters, charging equipment must be fully operational greater than 97 percent (97%) of the time on average, annually, as per § 680.116b of the Federal Rule. Uptime shall be self-monitored by the Grantee and reported to PennDOT if this requirement is not met.
 - i. PennDOT may notify the Grantee if it has reason to believe the Uptime requirement is not being met and require the Grantee to develop an action plan to bring the equipment back to working condition and improve system Uptime to the required level. The Grantee shall implement the action plan.
 - ii. Material or repeated non-compliance with the Uptime requirements may be considered an event of default. Notwithstanding anything to the contrary contained in this Agreement, if the Grantee is in default of the Uptime requirement, PennDOT may terminate this Agreement pursuant to Section 22e of this Agreement.
- d. **Failure to Maintain.** If PennDOT determines grant-funded EVSE sites are not in a state of good condition, PennDOT shall notify the Grantee in writing. The Grantee shall begin necessary work as soon as possible, but not more than twenty-four (24) calendar days, after receipt of PennDOT's notice, for items it does not dispute and notify PennDOT in writing of items it does dispute. The parties shall promptly communicate and meet to resolve disputed items. The Grantee shall pay the cost to repair the damages without reimbursement from PennDOT. The Grantee shall complete the undisputed work as promptly as reasonably possible but in no event later than twenty-four (24) calendar days after PennDOT's written notice. The Grantee may request an additional cure period to address deficiencies identified by PennDOT. Approval of a cure period request, including extensions, is at PennDOT's discretion.



17. **Indemnification.** The Grantee shall indemnify and (if requested) defend the Commonwealth, PennDOT or its employees and agents, the FHWA and all of their officers, agents, and employees from all suits, actions or claims of any character, name or description, including, but not limited to, those in eminent domain or otherwise relating to title to real property, brought for or on account of any injuries or damages received or sustained by any person, persons or property, arising out of, resulting from or connected with the planning, development, design, acquisition, construction, completion, occupancy, use, operation, maintenance, or cybersecurity of the Project or the improvements that it comprises, or any other activities relating to the Project or the improvements that it comprises, by the Grantee or the Grantee's consultants and contractors and their officers, agents and employees, whether the same be due to defective title, defective materials, defective workmanship, neglect in safeguarding the work, or by or on account of any act, omission, neglect or misconduct of the Grantee or the Grantee's consultants and contractors, their officers, agents, and employees, during the performance of the work or thereafter, or to any other cause whatsoever.

18. **Required Contract Provisions.**

- a. **General Provisions.** The parties acknowledge, and the Grantee shall also provide in its contracts for the Project, that all design, plans, specifications, estimates of costs, construction, utility relocation work, right-of-way acquisition procedures, acceptance of the work, and procedures in general shall, at all times, conform to all applicable federal and state laws, rules, regulations, orders, and approvals, including specifically the procedures and requirements relating to labor standards, equal employment opportunity, nondiscrimination, anti-solicitation, information, auditing, and reporting provisions.
- b. **Buy America Requirements.** Unless otherwise specified in writing by the US Department of Transportation, all applicable requirements under Chapter 1 of title 23, U.S.C., apply to the use of NEVI Formula Program funds and funds made available under title 23, U.S.C. for Projects for the construction of publicly



accessible EV chargers, including Buy America requirements at 23 U.S.C. § 313. In addition, the NEVI Formula Program is an infrastructure program subject to the Build America, Buy America Act (Pub. L. No 117-58, div. G §§ 70901–70927). Partial phased waivers to this requirement are available through FHWA’s Waiver of Buy America Requirements for Electric Vehicle Chargers ([88 FR 10619](https://www.fhwa.dot.gov/construction/contracts/waivers.cfm)). Additional waiver information is available at (<https://www.fhwa.dot.gov/construction/contracts/waivers.cfm>). All Site Applicants must comply with the second waiver phase for all cost estimates.

- c. **Alternative Fuels Tax.** The Grantee shall remit alternative fuels taxes required by law. Reports and payments are due to the Pennsylvania Department of Revenue by the 20th day of each month for fuel sold or used in the preceding month. The Department of Revenue may permit dealer-users to report the tax on an annual basis, provided the amount of annual tax liabilities meet criteria set by the Department of Revenue. If the Alternative Fuels Tax is amended, repealed, or replaced, the Grantee shall comply with the updated legal requirements.
- d. **Davis-Bacon Compliance.** As provided at 23 U.S.C. 109(s)(2), Projects to install EV chargers are treated as if the Project is located on a Federal-aid highway. As a Project located on a Federal-aid highway, Section 113 of title 23, United States Code, applies and Davis-Bacon Federal wage rate requirements included at subchapter IV of chapter 31 of title 40, U.S.C., must be paid for any Project funded with NEVI Formula Program funds.
- e. **Worker Protection and Investment.** Site Applicants shall certify compliance with applicable Commonwealth labor and workforce safety laws including, but not limited to the following statutes (as applicable): Construction Workplace Misclassification Act, Employment of Minors Child Labor Act, Minimum Wage Act, Prevailing Wage Act, Equal Pay Law, Employer to Pay Employment Medical Examination Fee Act, Seasonal Farm Labor Act, Wage Payment and Collection Law, Industrial Homework Law, and Construction Industry Employee Verification Act. A certification form will be available as part of the eGrants Public



Portal Interface. Site Applicants shall also ensure that all its subcontractors submit compliance certification forms. Additionally, the installation team must include electricians licensed by the Commonwealth and at least one electrician certified through the Electric Vehicle Infrastructure Training Program (EVITP) program or similar as required by the Federal Rule.

- f. **Standard Construction Contract Specifications.** Commonwealth contracts and contracts using Federal highway funds require contract provisions that have been collected in PennDOT's standard construction contract specifications for ease of reference and use. The Grantee shall use the hyperlink below to read and then shall comply, and shall cause its consultants and contractors to comply, with the conditions set forth in the relevant parts of Appendix C (the Designated Special Provisions (DSPs)) of Publication Number 408 (2020) Change Number 7, available at: [408 2020 7.pdf \(state.pa.us\)](#) (open the link and then scroll to Appendix C). Until link is available, refer to Change Number 6 for reference, available at: [408 2020 6.pdf \(state.pa.us\)](#). This Agreement is for a grant, not a construction contract. Therefore, the use of the terms "bid" or "proposal" in any of these DSPs shall mean the Application, award, and execution of this Agreement, unless the context clearly indicates otherwise. The term "Contractor" shall refer to the Grantee. The following list includes the provisions that apply to this Agreement, and which shall be binding on the Grantee:
- i. DSP1 OFFSET PROVISION FOR STATE CONTRACTS page C1 - 1.
 - ii. DSP2 CONTRACTOR RESPONSIBILITY PROVISIONS page C2 - 1.
 - iii. DSP3 PROVISIONS FOR STATE CONTRACTS CONCERNING THE AMERICANS WITH DISABILITIES ACT page C3 - 1.
 - iv. DSP8 F.A.R. - REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS - FHWA-1273 (Revised May 1, 2012) pages C8 - 1 to C8 - 18.
 - v. DSP9 SPECIAL SUPPLEMENT - ANTI-POLLUTION MEASURES pages C9 - 1 to C9 - 11.



- vi. DSP11 CONTRACTOR INTEGRITY PROVISIONS pages C11 - 1 to C11 - 3.
 - vii. DSP12 EXECUTIVE ORDER 11246 (WITH APPENDIX A AND B).
 - viii. DSP13 BUY AMERICA page C13 - 1.
 - ix. DSP14 ENHANCED MINIMUM WAGE PROVISIONS page C14 - 1.
19. **Additional Standard Contract Terms and Conditions.** The Grantee shall comply and shall cause its consultants and contractors to comply with the current versions of the provisions set forth below:
- a. **Right-To-Know Law.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101 – 3104, applies to this Agreement. Therefore, this Agreement is subject to, and the Grantee shall comply with, the clause entitled Contract Provisions – Right to Know Law, attached as Exhibit F and made part of this Grantee. As used in these provisions, the term “Contractor” means the Grantee.
 - b. **Maintenance of Records.** The Grantee shall maintain, and it shall require its consultant(s) and contractor(s) to maintain, all books, documents, papers, records, supporting cost proposals, accounting records, employees' time cards, payroll records, and other evidence pertaining to costs incurred in the Project and shall make such materials available at all reasonable times during the contract period and for three (3) years from the date of submission of the final voucher to FHWA, for inspection or audit by PennDOT, the FHWA, or any other authorized representatives of the state or federal government and copies shall be furnished, if requested. Time records for personnel performing any work shall account for direct labor performed on the Project as well as the time of any personnel included in the computation of overhead costs. In addition, a complete record of time shall be kept for personnel assigned part-time to the Project. A record of time limited to only their work on this Project will not be acceptable.
 - c. **Federal Funding Accountability and Transparency Act of 2006.** As a subrecipient of federal funding, the Grantee shall provide to the Commonwealth the information specified in Exhibit G, Federal Funding Accountability and Transparency Act of 2006—Grantee Information, attached to the Agreement, to



ensure that the Commonwealth meets the reporting requirements imposed on it by the Federal Funding Accountability and Transparency Act of 2006.

d. **Disadvantaged Business Enterprise (“DBE”).**

i. **DBE Assurance Clause.** The Grantee, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Grantee shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the Grantee to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- A. Withholding monthly progress payments,
- B. Assessing sanctions,
- C. Liquidated damages, and/or
- D. Disqualifying the contractor from future bidding as non-responsible.

ii. **Subcontractor Provision.** The Grantee must include the assurance set forth in this subsection in each contract it signs with a subcontractor.

iii. **Designated Special Provision 7 for NEVI Grant.** The Grantee shall take the following steps, where applicable, in order to comply with the DBE requirements of current federal highway funding authorizations and regulations adopted pursuant thereto and as required in Exhibit H, attached to and made part of this Agreement.

e. **Anti-lobbying Requirement.** Public Law 101-121, § 319, 31 U.S.C. § 1352, prohibits the recipient or any lower tier subrecipients of a federal contract, grant, loan, or cooperative agreement from expending federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the awarding of any federal contract, the making of any federal grant or loan, or the entering into of any cooperative agreement. The Grantee shall comply with the Lobbying Certification Form attached to this Agreement as Exhibit I, which an



authorized official of the Grantee has executed and, if applicable, shall complete and submit the Disclosure of Lobbying Activities form included in this exhibit in accordance with its instructions.

20. **Federal Obligations for Reimbursement.** After the Agreement is executed, if the Grantee proceeds before funds are made available, either through the Agreement, a letter of amendment or letter of adjustment, signed by the appropriate parties, retroactive payment or reimbursement of federal funds will not be permitted unless (i) the federal Form 4232, authorizing federal funds for latter stages of the Project, was in place prior to performance of any work, and (ii) PennDOT allowed the Grantee to exceed the current estimated maximum amount set forth in the current cost estimate by authorizing a higher amount in writing before the Grantee incurred the extra costs or performed the work.
21. **FHWA Approval.** The parties fully understand and acknowledge that their respective obligations under this Agreement shall be made contingent upon the approvals, prior to commencement of work, of the Project's eligibility for participation in federal funds to the extent of the proportionate share and, if the FHWA does not give such approval, neither of the parties shall be further obligated by the terms of this Agreement.
22. **Termination.**
 - a. **Termination for Convenience.** Either party shall have the right to terminate this Agreement for convenience prior to the start to EVSE Construction and Delivery activities, and not after, by providing written notice to the other party. If the Grantee terminates this Agreement for convenience following the disbursement of any part of the grant, the Grantee shall repay to PennDOT the amount of financial assistance provided.
 - b. **Termination for Lack of Funds.** Because this Agreement is to be funded either partially or completely by federal funds, PennDOT may terminate this Agreement if federal funds are not provided to PennDOT for the purposes stated in the Agreement. PennDOT shall terminate this Agreement by delivery to the Grantee of a notice of termination specifying the reason for termination and its effective



date. PennDOT shall compensate the Grantee for work performed or services provided in accordance with the terms of this Agreement prior to the date of the notice of termination or such other date as the notice of termination shall specify.

- c. **Termination for Abandonment or Postponement of Project.** If the Grantee abandons or indefinitely postpones the Project, it may terminate the Agreement by sending PennDOT a 30-day written notice of termination, with the understanding that, because the FHWA will not participate in any costs of a Project that is not completed and because PennDOT must be reimbursed for all costs incurred by it for the Project, the Grantee shall reimburse PennDOT accordingly. PennDOT is entitled to consider the Project to be abandoned due to lack of activity on the Project by the Grantee or failure to pay its contractors or consultants. In either case, the Grantee shall reimburse PennDOT within 30 calendar days of receipt of a statement from PennDOT in an amount equal to the sum of (i) all FHWA funds received by the Grantee, which PennDOT shall return to the FHWA, (ii) all FHWA funds paid to PennDOT for work performed under this Agreement, which PennDOT shall return to the FHWA, and (iii) all costs incurred by PennDOT under this Agreement prior to receipt of notice of termination that have not been reimbursed by the FHWA or the Grantee.
- d. **Termination for Cause.** Except for breaches of the 97 percent (97%) Uptime requirement, PennDOT may terminate this Agreement if the Grantee materially breaches the Agreement, and the breach is not cured within fifteen (15) calendar days after written notice was provided to the Grantee. Termination shall be effective at the end of the 15-day period unless the Grantee cures the breach (or, in the case of a breach incapable of cure within that period, the Grantee provided a written plan to cure the breach as soon as practicable, together with an undertaking to carry out the plan). Breaches of the Uptime requirement may, if good faith attempts to comply is not shown, or for repeated noncompliance, be made immediately without an opportunity to cure at PennDOT's discretion. The



Grantee shall reimburse PennDOT, if requested, for costs incurred by PennDOT for the Project up until the date of termination of this Agreement.

- e. **Termination for Failure to Meet Uptime Requirements.** If the Grantee is not in compliance with the Uptime requirements and continues to fail to meet the Uptime requirements after submission of its action plan, PennDOT may terminate this Agreement for failure to materially meet Uptime requirements or repeated non-compliance with Uptime requirements. If termination for failure to meet the Uptime requirements occurs within five years following the disbursement of any part of the Grant, the Grantee is required to repay to PennDOT the amount of financial assistance provided, which may be prorated for the portion of the remaining five years if PennDOT deems the failure to be out of control of the Grantee.
 - f. **Accrued Rights and Obligations.** Termination shall not release either party from liability which has already accrued to the other party at the time of termination, or which is attributable to a period before termination, nor preclude either party from pursuing rights or remedies it may have with respect to any breach of the Agreement. The section of the Agreement relating to indemnification shall survive the expiration or termination of the Agreement for any reason.
23. **Automated Clearing House Requirements.** Because PennDOT shall make payments under this Agreement through the Automated Clearing House (“ACH”) Network, the Grantee shall comply with the following provisions governing payments through ACH if it has not done so already:
- a. **Enrollment and Invoices.** Submission of invoices for purposes of reimbursement, shall be made in accordance with Commonwealth Management Directive 310.40 issued July 16, 2021, relating to the Pennsylvania Electronic Payment Program and the establishment of the Automated Clearing House Network (“ACH”) as the Commonwealth’s preferred method of payment.
 - i. The Commonwealth will make payments to the Grantee through ACH. Within 10 days of the execution of this Agreement, the Grantee must submit or must



- have already established its ACH information in the Commonwealth's Master Database. The Grantee will also be able to enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at <https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>.
- ii. The Grantee must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth's ACH remittance advice to enable the Grantee to properly apply the state agency's payment to the respective invoice or program.
 - iii. It is the responsibility of the Grantee to ensure that the ACH information contained in the Commonwealth's Master Database is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
24. **Choice of Law.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth (without regard to conflict of laws provisions) and the decisions of the Pennsylvania courts. The Grantee consents to the jurisdiction of any court of the Commonwealth and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Grantee acknowledges that any such court shall have *in personam* jurisdiction over it and consents to service of process in any manner authorized by Pennsylvania law.
25. **No Waiver.** Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by the other party of any term or condition of this Agreement. In any event, the failure by either party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.
26. **Severability.** The provisions of this Agreement shall be severable. If any phrase, clause, sentence, or provision of this Agreement is declared to be contrary to the



Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth and the applicability thereof to any government, agency, person, or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person, or circumstance shall not be affected thereby.

27. **Independence of the Parties.** The parties understand by and between themselves that nothing contained herein is intended or shall be construed to, in any respect, create or establish the relationship of partners between the Grantee and PennDOT, or as constituting PennDOT as the representative or general agent of the Grantee for any purpose whatsoever.
28. **Assignment.** This Agreement may not be assigned by the Grantee, either in whole or in part, without the written consent of PennDOT.
29. **Successors and Assigns.** All covenants and obligations of the parties under this Agreement shall bind their successors and assigns, whether or not expressly assumed by such successors and assigns.
30. **No Third-Party Beneficiaries.** The parties to this Agreement understand that this Agreement does not create or intend to confer any rights in or on persons or entities not a party to this Agreement.
31. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.



32. **Titles Not Controlling.** Titles of sections are for reference only and shall not be used to construe the language in this Agreement.
33. **Notices.** All notices and reports arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the addresses provided below, either by regular mail, facsimile, e-mail, or delivery in person:

If to PennDOT:

Alternative Fuels Infrastructure Coordinator
Pennsylvania Department of Transportation
Strategic Development and Implementation Office
Transformational Technology Division
400 North Street, 6th Floor
Harrisburg, PA 17120
ra-pdevcorridors@pa.gov

If to the Grantee:

[INSERT NAME AND TITLE]
[INSERT MUNICIPALITY OR OTHER ENTITY]
[INSERT STREET ADDRESS OR P.O. BOX]
[INSERT CITY, STATE AND ZIP CODE]
[INSERT TELEPHONE NUMBER]
[INSERT FAX NUMBER]
[INSERT EMAIL ADDRESS]

or to such other person or address as the parties may provide to each other in writing.

34. **Completion of Work and Project Closeout.**

- a. **Completion of Work.** The Grantee shall complete the physical work under this Agreement no later than two years from the date this Agreement is fully executed. If the Grantee requires additional time to complete the physical work, the Grantee shall submit a written request to PennDOT, which PennDOT shall approve or deny in writing.



b. **Project Closeout.** The Project shall be closed out in accordance with the requirements and procedures set forth below.

i. **Installation Period (Stage 2).**

- A. **Installation State Date.** The Grantee may begin Project installation procedures once the Grant Agreement is fully executed. However, invoices may not be submitted until after the Notice to Proceed is given. All Project work completed as part of the Installation Period, including all work after the Grant Agreement is executed, will be subject to Final Inspection.
- B. **Final Inspection.** The Grantee shall schedule a final inspection when a Project is substantially complete. Substantial completion is the date when at least 90 percent (90%) of the contract work has been completed and the Project can be used, occupied, or operated for its intended use. The Grantee (Company Official and Superintendent) and PennDOT (Inspector-in-Charge and Strategic Development and Implementation Office Official or designee) shall attend the final inspection.
- C. **Inspection Form.** The Grantee shall complete PennDOT [Form CS-4137](#), *Final Inspection Form*, to document the final inspection and to track the progress made toward Project acceptance following the final inspection.
- D. **Punchlist.** During the final inspection, PennDOT's Inspector-in-Charge, along with the Grantee, shall establish the list of physical work items requiring completion and/or correction, and a list of all certificates or documents requiring submission, completion, and/or correction. PennDOT [Form CS-4136](#), *Punchlist Form*, shall be used for this purpose. PennDOT's Inspector-in-Charge shall provide the Grantee with a copy of the completed *Punchlist Form* immediately following the final inspection. Before leaving the Project site following the final inspection, PennDOT's Inspector-in-Charge shall sign off on the *Final Inspection Form* to indicate concurrence with the issues that were discussed, and the punch list items noted.



- E. **Completion.** When all physical work has been satisfactorily completed, and all contractually required certificates and/or documents have been furnished, PennDOT's Inspector-in-Charge is to submit a copy of the completed *Final Inspection Form* with the applicable dates and signatures to PennDOT and Grantee with a copy of the *Punchlist Form* (as described in subsection C) included as an attachment. PennDOT shall keep a copy of the *Final Inspection Form* and the *Punchlist Form* on file.
- F. **Acceptance Certification.** When all physical work has been satisfactorily completed and the final document review indicates that all contractually required certificates and documents have been properly furnished in accordance with the requirements of the contract and the final inspection, the date of Project acceptance is to be established. PennDOT's Inspector-in-Charge shall initiate the process of Project acceptance by submitting a copy of the completed *Final Inspection Form* with a copy of the *Punchlist Form* attached to PennDOT. Upon receipt of the completed *Final Inspection Form*, PennDOT will then create and submit an Acceptance Certificate. Once submitted, the Acceptance Certificate will be electronically routed to PennDOT's Inspector-in-Charge and a PennDOT official for approval. Once this approval is obtained, the Notice of Acceptance will be issued citing the date that the Period of Performance will commence.
- G. **Stage 2 Finalization Procedures.** Stage 2 of a Project will be considered "closed out" as of the date when each of the following processes is complete:
- the Acceptance Certificate is issued by PennDOT, and
 - the Final Invoice for Installation (i.e., final amount due as reimbursable installation costs) is submitted to PennDOT.
- H. **Closeout Time Period.** The installation period is to be closed out within three months of the date of submission of the Acceptance Certification.. If the Grantee fails to submit its Final Invoice for Installation within this



period, it may forfeit all remaining federal and state financial participation in the Project. Installation stage finalization is an important step in completing a Project. Therefore, the Grantee is expected to make every effort to meet the timeframes established in this section. The Grantee Project Manager, PennDOT's Inspector-in-Charge, and subordinate inspection staff should not be discharged or reassigned until all required stage finalization procedures have been completed. If the above Project finalization timeframes are not met, the Grantee may be required to meet with PennDOT to address the non-compliance. In addition, the Grantee's receipt of federal funds for future Projects may be jeopardized.

- ii. **Period of Performance (Stage 3).** The Period of Performance shall commence on the date listed in the Notice of Acceptance. The Period of Performance shall last until five (5) years after this date. All EVSE must be fully operable according to the Uptime requirements during the Period of Performance.
- iii. **Project Close Out (Stage 4).**
 - A. **Final Settlement of Contract.** Upon acceptance of the final annual report by the Grantee, PennDOT shall initiate the process of disbursing the final one-fifth of the retainage to the Grantee. PennDOT is to ensure that all charges related to the Project have been processed before disbursement of the retainage. The Office of Comptroller Operations will be notified by email that the Project Finalization Package is complete. Upon receipt of this email, the Comptroller will initiate preparation of the Final Voucher.
 - B. **Project Finalization Procedures.** A Project will be considered "closed out" as of the date when each of the following processes is complete:
 - The final quarterly and annual reports are accepted by PennDOT, and
 - a Final Settlement Certificate is submitted to and accepted by the Grantee.



35. **Integration and Merger.** Upon execution, this document, together with all exhibits and attachments annexed to it, constitutes the entire agreement between the parties and completely expresses their intent. All prior or contemporaneous agreements are hereby merged into this document. No amendment or modification of this document shall be valid unless it is in writing and duly executed and approved by the parties.

[The remainder of this page is intentionally left blank.]



The parties have executed this Agreement to be effective as of the date of the last signature affixed below.

[INSERT GRANTEE NAME]

BY: _____

Title: _____ Date

DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____

Date

APPROVED AS TO FORM AND LEGALITY

BY _____
for Chief Counsel Date

FUNDS ENCUMBRANCE NO. _____

BY _____

Office of Comptroller Operations

BY _____
Deputy General Counsel Date

BY _____
Deputy Attorney General Date

Reimbursement Agreement No. _____ is split _____%, expenditure amount of \$_____, for federal funds and _____%, expenditure amount of \$_____, for state funds. The related federal assistance program name and number is _____; _____. The state program name and number is _____; _____. This paragraph does not affect the costs to the Grantee.



Exhibits to Grant Agreement

Exhibit A – Application with Attachments

Exhibit B – EVSE Specifications

Exhibit C – Audit Clause

Exhibit D – Example Cybersecurity Clauses for EV Charging Infrastructure

Exhibit E – List of Project Deliverables

Exhibit F – Right-to-Know Law

Exhibit G – Federal Funding Accountability and Transparency Act

Exhibit H - Designated Special Provision 7 for NEVI Grant

Exhibit I - Lobbying Certification Form and, if Applicable, Disclosure of Lobbying Activities



Exhibit A – Application with Attachments

Will be added by PennDOT upon completion by Site Applicant and selection as a Conditional Awardee.



Exhibit B – EVSE Specifications

This exhibit is designed to clarify PennDOT's interpretation of the Federal Rule as well as add additional PennDOT-specific requirements for EVSE funded under this program. For any items appearing in this appendix that are stipulated in the Federal Rule, the language detailed in the Federal Rule takes precedence. For any items appearing in this appendix that are not stipulated in the Final Rule, the language in this appendix will take precedence and these items are to be considered additional PennDOT specific requirements for EVSE funded under this program.

PennDOT reserves the right to add or modify specifications if dictated by Commonwealth or Federal requirements before the Period of Performance begins, subject to the conditions of the agreement. These specifications do not direct the proper methods for installation of the equipment. The installer of the equipment must provide the proper infrastructure and power source up to the location of the EVSE.

PennDOT will consider various makes and models of EVSE equipment used to supply electricity to electric vehicles. The EVSE covered under these specifications are limited to Direct Current Fast Charging (DCFC). Any items other than EVSE, including but not limited to network capabilities, extended warranties, retractable cables, preventive maintenance agreements, and stand-alone credit card terminals for public use chargers are to be included separately from these specifications.

The Grantee shall comply with the following EVSE requirements:

1. All pay equipment (i.e., credit card terminals) integrated with the EVSE equipment must possess the capabilities to ensure credit card transactions are compliant with the latest Payment Card Industry Data Security Standard (PCI DSS). Installers of equipment under these specifications must use commercially reasonable security standards to protect sensitive and/or confidential data both in transit and at rest. All pay equipment must be operational at start-up. Chargers must remain functional if communication with the charging network is temporarily disrupted, such that they initiate and complete charging sessions, providing the minimum required power levels.
2. Manufacturers and/or suppliers under these specifications must provide warranties covering a minimum of five years for all chargers and equipment from the time of Notice of Acceptance.
3. Suppliers must provide complete specifications and installation guides for all chargers and equipment. This information must also include any infrastructure required for the installation of a charger, including placement of bollards and curb stops. Installation guides are intended for construction or personal safety requirements related to installation to not cause injury, damage the equipment, or void the warranty.
4. The charging equipment must also meet the following standards, including:
 - a. All electric vehicle chargers and equipment must meet the National Electric Code (NEC) 625 and FCC regulations for safety and operation requirements.
 - b. EVSE shall be certified by an Occupational Safety and Health Administration Nationally Recognized Testing laboratory. Chargers should be certified to the appropriate Underwriters Laboratories (UL) standards for EV charging system equipment.
 - c. EVSE must be compliant with the following standards or equivalent:



- i. Society of Automotive Engineers (SAE) J-1772 Combined Connector System (CCS) Standards, or equivalent.
 - ii. IEEE Std 2030.1.1-2015 (If CHAdeMO is implemented).
 - iii. UL 2251 or equivalent – Cover plugs, receptacles, connectors rated for maximum voltage and amperage levels used.
 - iv. Alignment with national standards for NIST Handbook 44 – Electric Vehicle Fueling Systems – Tentative Code. This is anticipating the inspection requirements for EVSE to indicate the electrical energy, the unit price, and the total price of each transaction. The following are NEVI requirements for pricing display:
 - The price for charging must be displayed prior to initiating a charging transaction and be based on the price for electricity to charge in \$/kWh.
 - The price for charging displayed and communicated via the charging network must be the real-time price (i.e., price at that moment in time). The price at the start of the session cannot change during the session.
 - Price structure including any other fees in addition to the price for electricity to charge must be clearly displayed and explained.
 - v. Authorization under part 15, subpart B of the FCC regulations for unintentional radiators.
5. Electrical Safety:
- a. In case of emergency, EVSE shall have the ability to stop the flow of power away from the charging unit through a remote disconnect or breaker shunt device. EVSE shall have over-current protection rated for application.
 - b. EVSE shall be equipped with design to shut off the flow of electric power to reduce the risk of electric shock in case of a ground or other fault such as a Charge Circuit Interrupting Device (CCID) or Ground Fault Circuit Interrupter (GFCI). See Underwriters Lab 2231 as reference.
6. Interoperability / Networking:
- a. EVSE shall be network-ready to allow for management of charging operations.
 - b. EV-to-charger communications must meet latest ISO 15118 standards or equivalent. Chargers must conform to ISO 15118-3 and must have hardware capable of implementing both ISO 15118-2 and ISO 15118-20. By February 28, 2024, charger software must conform to ISO 15118-2 and be capable of Plug and Charge. Conformance testing for charger software and hardware should follow ISO 15118-4 and ISO 15118-5, respectively.
 - c. For charger-to-charger-network communication, chargers must conform to Open Charge Point Protocol (OCPP) 1.6J or higher. By February 28, 2024, chargers must conform to OCPP 2.0.1. For charging-network-to-charging-network communication, by February 28, 2024, charging networks must be capable of communicating with other



charging networks in accordance with Open Charge Point Interface (OCPI) 2.2.1. Reference latest testing process as provided by Open Charge Point Alliance.

- d. EVSE hardware shall be operable by a different network service provider without modification necessary from the original vendor. Chargers must be designed to securely switch charging network providers without any changes to hardware.
 - e. EVSE shall be capable of remote charger monitoring, diagnostics, control, configuration, reporting and smart charge management.
 - f. EVSE shall be capable of connecting to a network via a secure hardwired, wireless, or cellular network.
 - g. EVSE shall be accessible by PennDOT upon request for inspection, testing, etc.
 - h. EVSE shall be able to communicate through a secure network with electric utilities, other energy providers, and local energy management systems.
7. Load Management/Demand Response:
- a. Installers must coordinate with the local utility provider to confirm that expected power demand will remain within the capacity of the designed electrical system.
 - b. The network communications, controls, and back-office support service shall have the ability to monitor energy usage (kWh) and energy demand (kW) of the EVSE.
 - c. Where applicable, network communications, controls, and back-office support service shall have the ability to respond to utility provided demand response signals via the OpenADR 2.0b (or equivalent) protocol.
 - d. Charging networks must be capable of secure communication with electric utilities, other energy providers, or local energy management system.
8. Customer Payment Options:
- a. As applicable, the network infrastructure shall be PCI compliant in order to execute financial transactions with EV drivers safely and securely. Network provider shall have PCI DSS certification.
 - b. The fee collection system shall accept, at a minimum, two forms of payment, such as access codes, mobile application, and/or contactless RFID cards without incurring additional fees, inconvenience, or delays for one payment or access control method over another.
 - c. Infrastructure shall have a point-of-sale and supporting network that uses an open protocol to allow subscribers of other EV charging system networks to access the EVSE. A charging network must be capable of communicating with other charging networks to enable an EV driver to use a single method of identification to charge at Charging Stations that are a part of multiple charging networks.
 - d. Payment options must be secure, equitable, accessible, and available to accommodate future innovations in payment methods.
 - i. Multilingual access and access for people with disabilities must be provided in the creation of payment instructions and systems.



- ii. At a minimum, the user shall be able to make payment using a contactless payment method that accepts major debit and credit cards, and either an automated toll-free phone number or a short message/messaging system (SMS) that provides the EV charging customer with the option to initiate a charging session and submit payment.
- iii. Charging station payment options must follow all parts of § 680.106f of the Federal Rule including not requiring a membership for use and not delaying, limiting, or curtailing power flow to vehicles on the basis of payment method or membership.

9. Charger Specifications:

- a. Power per DC Fast Charging port must be at or above 150-kilowatt (kW). Each charging station must be capable of providing at least 150-kW charging simultaneously across all charging ports. Grantees may supply any combination of charging stations that meet these minimum requirements such as two 350kW dual port chargers instead of four 150kW EVSEs.
- b. Each charging port must be capable of supporting voltages between 250 and 920 Volts DC.
- c. Charging stations must be fully operational to charge at least four (4) Electric Vehicles.
- d. Minimum of four (4) SAE CCS Combo standard.
- e. Ability to charge two vehicles at 300 kW power when only two vehicles are charging.

10. Data Collection and Reporting:

- a. Refer to § 680.112 of the Federal Rule for data collection and reporting requirements.
- b. The Joint Office of Energy and Transportation (www.driveelectric.gov) will develop a data platform that will be used for all data submittals required by the Federal Rule. PennDOT may require additional data submittals as part of quarterly and annual reports. Grantees shall comply with data submittal methods when made available.

11. Screen displays:

- a. Displays shall be LCD, LED or equivalent or better, user friendly, easy to operate, daylight and night viewable, and UV-protected with human-machine interface capability.
- b. Display must show cost (\$), time limitations, power, charging, charging complete, remote control, system status, faults, and service.
- c. Displays shall be ADA compliant.

12. Access:

- a. EVSE must be ADA complaint, accessible to all members of the public, 24 hours per day, seven days per week, year-round, with no membership required to a specific network for access or additional energy level.

13. Appearance:



- a. Any form of graphics including branding, logos, and/or art, included on or in the vicinity of the charging stations within the public ROW are subject to the rules and regulations as directed by PennDOT. PennDOT reserves the right to provide a reasonably sized visual identifier to be placed on the equipment that received NEVI funding from PennDOT. Should vendors seek to use additional PennDOT branding, they must coordinate that with PennDOT's Communications Office.

14. Misc. Minimum Requirements:

- a. EVSE shall include security design features to remain tamper-resistant and vandalism resistant, such as tamper-resistant screws, anti-vandalism hardware, locked enclosures, and graffiti-resistant coating or paint. Vandal resistance is intended mostly relative to the touch screen, but the overall goal is to limit damage to vital parts of the equipment as it can sometimes be difficult to get a quick turnaround on parts such as card readers and other items.
- b. EVSE shall be capable of operating in an ambient temperature range of minus 22 to 122 degrees Fahrenheit with a relative humidity of up to 90 percent.
- c. EVSE shall be able to withstand extreme weather conditions including minor flooding, heavy rains, high winds, snow, and ice, and is protected from malfunctions due to condensation.
- d. Cabinets and above ground structures shall be designed to a 90 MPH wind load.
- e. EVSE and any external accessories (if applicable) shall have outdoor-rated enclosure - NEMA 3R or greater.
- f. EVSE shall have the ability to measure demand and energy delivered at an accuracy per national standards.



Exhibit C – Audit Clause

Applies only if Agreement is federally funded.

AUDIT CLAUSE TO BE USED IN AGREEMENTS WITH SUBRECIPIENTS RECEIVING FEDERAL AWARDS FROM THE COMMONWEALTH

The [NAME OF SUBRECIPIENT] must comply with all applicable federal and state grant requirements including *The Single Audit Act Amendments of 1996; 2 CFR Part 200 as amended*; and any other applicable law or regulation, and any amendment to such other applicable law or regulation that may be enacted or promulgated by the federal government.

If the [NAME OF SUBRECIPIENT] is a local government or non-profit organization that expends \$750,000 or more in federal awards during its fiscal year, the [NAME OF SUBRECIPIENT] is required to provide the appropriate single or program specific audit in accordance with the provisions outlined in *2 CFR Part 200.501*.

If the [NAME OF SUBRECIPIENT] expends total federal awards of less than the threshold established by *2 CFR 200.501*, it is exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials (or designees) of the federal agency, pass-through entity, and Government Accountability Office (GAO).

If the [NAME OF SUBRECIPIENT] is a for-profit entity, it is not subject to the auditing and reporting requirements of *2 CFR Part 200, Subpart F - Audit Requirements (Subpart F)*. However, the pass-through commonwealth agency is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The contract with the for-profit subrecipient should describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for federal awards made to for-profit subrecipients may include pre award audits, monitoring during the contract and post-award audits. The post-award audits may be in the form of a financial audit in accordance with *Government Auditing Standards*, a single audit report or program-specific audit report in accordance with *Subpart F*. However, these post-award audits must be submitted directly to the affected commonwealth agency that provided the funding. Only single audit reports for local governmental and non-profit subrecipients are electronically submitted to the Federal Audit Clearinghouse.

ADDITIONAL POTENTIAL COMPONENTS OF THE SINGLE AUDIT REPORTING PACKAGE

In instances where a federal program-specific audit guide is available, the audit report package for a program-specific audit may be different and should be prepared in accordance with the appropriate audit guide, *Government Auditing Standards*, and *Subpart F*.

In addition to the requirements of *Subpart F*, commonwealth agencies may require that the single audit reporting packages include additional components in the SEFA, or supplemental schedules, as identified through the respective grant agreement.

SUBMISSION OF THE AUDIT REPORT



The [NAME OF SUBRECIPIENT] must submit an electronic copy of the audit report package to the Federal Audit Clearinghouse, which shall include the elements outlined in *Subpart F*.

Applies only if Agreement is federally funded.

SUBMISSION OF THE FEDERAL AUDIT CLEARINGHOUSE CONFIRMATION

The subrecipients must send a copy of the confirmation from the Federal Audit Clearinghouse to the resource account RA-BOASingleAudit@pa.gov.

AUDIT OVERSIGHT PROVISIONS.

The [NAME OF SUBRECIPIENT] is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.

The commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial or performance nature, if deemed necessary by commonwealth or federal agencies. Any such additional audit work will rely on work already performed by the [NAME OF SUBRECIPIENT]'s auditor and the costs for any additional work performed by the federal or state agencies will be borne by those agencies at no additional expense to the [NAME OF SUBRECIPIENT].

Audit documentation and audit reports must be retained by the [NAME OF SUBRECIPIENT]'s auditor for a minimum of five years from the date of issuance of the audit report, unless the [NAME OF SUBRECIPIENT]'s auditor is notified in writing by the commonwealth, the cognizant federal agency for audit, or the oversight federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of the commonwealth, the cognizant federal agency for audit, the oversight federal agency for audit, the federal funding agency, or the GAO.



Exhibit D – Example Cybersecurity Clauses for EV Charging Infrastructure

The Joint Office of Energy and Transportation has partnered with Pacific Northwest National Laboratory (PNNL) and Idaho National Laboratory (INL) to develop sample cybersecurity procurement clauses. Although PennDOT is not requiring these clauses be included in the Application's Data Management and Cybersecurity Plan, several of these or similar clauses may be considered during the privacy impact assessment between the Grantee and PennDOT prior to agreement execution. Therefore, these clauses are provided as a guide for Site Applicants to consider while developing their Application.

A. Cybersecurity Program

1. The Grantee must address EV charging infrastructure security and protection in the Data Management and Cybersecurity Plan. The Data Management and Cybersecurity Plan must document potential risks and protections throughout the contracted lifetime. The Data Management and Cybersecurity Plan must be revised to accommodate new risks, requirements, and standards. [FIPS 200; NIST 800-53 Rev5: PL-2, PL-7, PL-8, PM-7, PM-8, PM-9, PM-11, PM-17, PM-18, RA-1, RA-2]
2. Evidence of update and adherence to the Data Management and Cybersecurity Plan must be supplied annually via self- and/or third-party assessment. [NIST 800-53 Rev5: AU-6, CA-2, CA-7, PL-2, PM-18, RA-3, SA-11]
3. Disclosure of security or privacy breaches, system or component weaknesses, and related mitigation(s) must transpire within 24 hours of identification. [NIST 800-53 Rev5: AC-16, CA-7, IR-4 (8) (10), IR-5, IR-6, IR-8 (1), RA-5 (11), RA-7, SI-5, SR-5, SR-6]
4. The Grantee's subcontractors must adhere to the same cybersecurity protections. [NIST 800-53 Rev5: SR-2, SR-3, SR-5]
5. The Grantee must indemnify, defend, and hold harmless, without limitations, the Commonwealth, its departments, divisions, agencies, offices, commissions, officers, employees, and affiliates from or against any and all claims that arise from or relating to cybersecurity breaches to the contracted EV charging infrastructure. [NIST 800-53 Rev5: SR-1]

B. Identity, Credential, and Access Management

1. Access must be authenticated and authorized. [NIST 800-53 Rev5: AC-2; IA-2, IA-3]
2. Must use multi-factor authentication. [NIST 800-53 Rev5: IA-2, IA-5]

C. Configuration, Vulnerability, and Update Management

1. Authenticity and integrity of applied updates must be ensured, and violations are reported. [NIST 800-53 Rev5: SA-22; NIST 800-40v2]
2. Security updates must be accordingly and timely applied. [NIST 800-53 Rev5: SI-7]

D. Secure Payment

1. Payment systems must comply with current payment card industry security standards. [PCI DSS v4.0]
2. Payment terminals must be EMVCo L1 Certified. [EMV]

E. Secure Communications

1. Must use standardized secure communication protocols utilizing modern encryption. [NIST 800-53 Rev5: SC-13]



2. Personal information will be minimally collected and must be protected throughout its life cycle. [NIST 800-53 Rev5: AC-16]
3. All data must reside in the United States throughout its life cycle and is administrated by those who have undergone background screening. [CSA; FedRAMP: PS-3, SA-9 (4),SA-9 (5)]

F. Physical Security

1. Must utilize anti-tamper techniques to prevent, deter, and detect unauthorized physical access. [DOT 5.2.4 (SSH-06); NIST 800-53 Rev 5: AT-3 (2), PE-3; ENCS 4.3.1; DOE 8.1 (8.1.1, 8.1.2)]
2. Unexpected or unauthorized accesses must be immediately communicated. [DOE A.2; NISTIR]



Exhibit E – List of Project Deliverables

Many deliverables are completed incrementally over multiple stages. Deliverable version types include:

- **Outline** – Basic information that discusses how the Site Applicant/Grantee will achieve the objectives of the deliverable.
- **Draft** – A full draft document explaining specific details about how the Site Applicant/Grantee will achieve the objectives for the deliverable.
- **Final** – The final working document explaining specific details about how the Site Applicant/Grantee will achieve or is achieving the objectives for the deliverable.
- **Update** – An update to the final version of a document based on new information received while charging equipment is operational.
- **Ongoing** – Deliverables that are required to be submitted in a timely manner when the indicated event occurs while charging equipment is operational.

The following table includes a list of required deliverables as part of the four stages of the Project. Each deliverable includes a description, the location in the Addenda section of the eGrants Public Portal Interface where the deliverable is first addressed (if applicable), and the version types of the document that need to be completed during each stage of the Project. Additional deliverables may be identified and required, and these will be clearly specified in the final Grant Agreement.

Deliverable	Detail	eGrants Addenda Location(s)	Stage			
			0	1	2	3
Federal Lobbying Certification Form	Certification of compliance with applicable Federal lobbying laws	8.2	Final	--	--	--
Disclosure of Lobbying Activities Form	Disclosure of any legal lobbying activities according to Federal and Pennsylvania laws	8.3	Final	--	--	--
Federal Funding Accountability and Transparency Act (FFATA) Form	Form describing sub-award activity and executive compensation	8.4	Final (Optional)	Final	--	--
Worker Protection Form	Certification of compliance with applicable Pennsylvania state labor and workforce safety laws – additional forms are required for all subcontractors	8.5	Final	--	--	--
Written Statement on Proprietary Information and Confidentiality (Optional)	Identify any proprietary information and/or confidential trade secrets that should not be made available to the public	--	Draft (Optional)	Final (Optional)	--	--
Site Design	Site schematic, design, and construction plans	1.2-B 1.2-C 1.2-I	Draft	Final	--	--



Deliverable	Detail	eGrants Addenda Location(s)	Stage			
			0	1	2	3
Operations and Maintenance Plan	Five-year plan to operate and maintain the facility for use by the public with at least 97% Uptime – includes O&M contract if applicable	1.2-E 1.2-F	Outline	Draft	Final	--
Data Management and Cybersecurity Plan	Plan to manage EV charging related data including a privacy impact assessment and cybersecurity plan	1.2-G	Outline	Draft	Final	Update (Annually)
Networking Agreement	Five-year plan to provide for networking connectivity for the charging site	3.1-B	Outline	Draft	Final	--
Utility Form	Information related to the utility	3.1-C	Final	--	--	--
Safety Management Plan	Plan to address safety on the site including risks and mitigation strategies	6.1 6.2	Outline	Draft	Final	--
Customer Service Plan	Plan to allow charging customers to get 24/7 assistance	--	--	Draft	Final	--
Site Host Agreement (If Applicable)	Agreement between Site Applicant and the property owner (if different entities)	--	--	Final (If Applicable)	--	--
Authorization to Enter Form (Optional in Place of Site Host Agreement)	Signed agreement by property owner for PennDOT to access property	--	--	Final (Optional)		
Test Results	Results from various levels of charging equipment testing	--	--	--	Final	--
Reporting	Reporting as required per forthcoming NEVI regulations on the EVSE to ensure that the network meets FHWA standards of access, reliability, and convenience operational requirements	--	--	--	--	Update (Quarterly and Annually)
Critical Event Notification	The Grantee shall immediately notify PennDOT of any critical events as specified in Error! Reference source not found. , Subsection A.	--	--	--	--	Ongoing (Within 24hrs of Event)
Audit Compliance	The Grantee shall cooperate if selected for audit	--	--	--	--	Ongoing



Exhibit F – Right-to-Know Law

Grant Provisions – Right to Know Law

- a. Grantee or Subgrantee understands that this Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”). For the purpose of these provisions, the term “the Commonwealth” shall refer to the granting Commonwealth agency.
- b. If the Commonwealth needs the Grantee’s or Subgrantee’s assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires Grantee’s or Subgrantee’s assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee’s or Subgrantee’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), Grantee or Subgrantee shall:
1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee’s or Subgrantee’s possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.
- d. If Grantee or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from Grantee or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.



- f. If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.
- g. The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. Grantee or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i. The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.



Exhibit G – Federal Funding Accountability and Transparency Act

Federal Funding Accountability and Transparency Act

Subrecipient Agreement Requirements

The terms "subrecipient, subgrantee and subawardee" used in the following pages and the agreement to which this document is attached shall mean the party that is the recipient of federal funds under the agreement to which this document is attached.

1. Registration and Identification Information

Subrecipient must maintain current full registration that permits their entity registration to appear in a public search in the System for Award Management or SAM (www.SAM.gov) at all times during which they have active federal awards funded pursuant to this agreement. A Unique Entity Identifier (UEI) is issued upon registration in SAM.gov.

Subrecipient must provide its assigned UEI to the Commonwealth of Pennsylvania (Commonwealth) along with Subrecipient's return of the signed agreement. The Commonwealth will not process this agreement until such time that Subrecipient provides this information.

2. Primary Location

Subrecipient must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip+4. If performance is to occur in multiple locations, then Subrecipient must list the location where the most amount of the award is to be expended pursuant to this agreement.

Subrecipient must provide this information to the Commonwealth along with Subrecipient's return of the signed agreement. The Commonwealth will not process this agreement until such time that Subrecipient provides this information.

3. Compensation of Officers

Subrecipient must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity **if—**

1. the entity in the preceding fiscal year received—
 - a. 80 percent or more of its annual gross revenues in Federal awards; and
 - b. \$30,000,000 or more in annual gross revenues from Federal awards; and
2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under *section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).*

If Subrecipient does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Subrecipient. Subrecipient must provide information responding to this question along with Subrecipient's return of the signed agreement. The Commonwealth will not process this agreement until such time that Subrecipient provides such information responding to this question.



Federal Funding Accountability and Transparency Act Subrecipient Data Sheet

The Subgrantee must complete Federal Funding Accountability and Transparency Act Subrecipient Data Sheet (FFATA Sheet) attached here. The FFATA Sheet is to be completed and incorporated as part of this agreement.

Failure to provide accurate information for the Subgrantee named as a party to this agreement or to complete the FFATA Sheet will cause the inability of the Commonwealth of Pennsylvania (Commonwealth) to process this agreement and resulting in delay or loss of funds to the Subgrantee. The Subgrantee's documentation will be considered incomplete until such time that Subgrantee provides accurate FFATA information.

- (a) Registration and Identification Information – The Subgrantee must maintain a current full registration that permits their entity registration to appear in a public search in the System for Award Management or SAM (www.SAM.gov) at all times during which they have active federal awards funded pursuant to this agreement. A Unique Entity Identifier (UEI) is issued upon registration in SAM.gov. Subgrantee must provide its UEI, to the Commonwealth along with the signed agreement.
- (b) Primary Location - Subgrantee must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip+4. If performance is to occur in multiple locations, then Subgrantee must list the location where the most amount of the award is to be expended pursuant to this agreement.
- (c) Compensation of Officers - Subgrantee must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity **if-**
 1. the entity in the preceding fiscal year received—
 - a. 80 percent or more of its annual gross revenues in Federal awards; **and**
 - b. \$30,000,000 or more in annual gross revenues from Federal awards; **and**
 2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under *section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).*

If the Subgrantee does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Subgrantee. Subgrantee must provide information responding to this question along with Subgrantee's return of the signed agreement. The Commonwealth will not process this agreement until such time that Subgrantee provides such information responding to this question.



Federal Funding Accountability and Transparency Act Subrecipient Data Sheet

Subrecipient must provide information along with Subrecipient's return of the signed agreement. The Commonwealth will not process the agreement until such time that Subrecipient provides such information.

UEI

UEI:

[INSTRUCTIONS: Subrecipient must provide its assigned UEI. Subrecipient must maintain current registration that permits their entity registration to appear in a public search in SAM (www.SAM.gov) at all times during which they have active federal awards funded pursuant to this agreement. A Unique Entity Identifier (UEI) is issued upon registration in SAM.gov.]

PRIMARY LOCATION

City:

State:

Zip+4:

[INSTRUCTIONS: Subrecipient must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip code including 4-digit extension. If performance is to occur in multiple locations, then Subrecipient must list the location where the most amount of the award is to be expended pursuant to the agreement.]

COMPENSATION OF OFFICERS

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

By marking the following box
Subrecipient affirms they do not
meet the conditions for reporting
highly compensated officials

[INSTRUCTIONS: Subrecipient must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity if --

1. the entity in the preceding fiscal year received—
 - a. 80 percent or more of its annual gross revenues in Federal awards; and
 - b. \$30,000,000 or more in annual gross revenues from Federal awards; and
2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under *section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).*

If the Subrecipient does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Subrecipient.



Exhibit H - Designated Special Provision 7 for NEVI Grant

To be added when completed by PennDOT.



Exhibit I - Lobbying Certification Form and, if Applicable, Disclosure of Lobbying Activities

LOBBYING CERTIFICATION FORM

(Applies only if Agreement is Federally Funded)

[Exhibit needs to be printed, completed offline, and then scanned and attached]

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions.

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

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

SIGNATURE: _____

TITLE: _____

DATE: _____