

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



REQUEST FOR PROPOSALS (RFP)



**Louisiana Department of Transportation &
Development**

**John Bel Edwards, Governor
Eric Kalivoda, Secretary of Transportation**

Round 1

Table of Contents

Section 1 – Program Description	3
1.1 Invitation	3
1.2 Overview	3
1.3 Program Structure and Goals	3
1.4 Procurement Method	4
1.5 Confidential Information	5
Section 2 – Eligibility Information	6
2.1 Eligible Entities	6
2.2 Eligible Projects	6
2.3 Conflicts of Interest	6
2.4 Eligible and Ineligible Costs	6
Section 3 – NEVI Standards and Requirements	8
3.1 Installation, Operation and Maintenance	8
3.2 Interoperability of Electric Vehicle Charging Infrastructure	9
3.3 Traffic Control Devices or On-Premise Signs Acquired, Installed or Operated	9
3.4 Data Submittal (Grantee’s responsibility)	9
3.5 Charging Network Connectivity of Electric Vehicle Charging Infrastructure	9
3.6 Information on Publicly Available EV Charging Infrastructure Locations, Pricing, Real Time Availability, and Accessibility through Mapping	9
3.7 Other Federal Requirements	10
3.8 Five-Year Operations and Maintenance Obligation	10
3.9 Obligation during the Period of Performance	10
3.10 Incident Reporting	10
3.11 Testing Requirements	10
3.12 Permitting and Third-Party Agreements	11
Section 4 – Application Procedures	12
4.1 Pricing Proposal	12
4.2 Submission Process	12
4.3 Submission Deadline	14
Section 5 – Award and Contracting	15

5.1 Available Funding _____	15
5.2 Start Dates and Period of Performance _____	15
5.3 Award Size and Anticipated Quantity _____	15
5.4 Post-Selection Activities _____	15
Section 6 – Retainage _____	17
Section 7 – Liquidated Damages _____	18
Section 8 – Payment Milestones _____	19
Attachment 1 - Minimum Louisiana Requirements _____	20
Attachment 2 – Application _____	21
Attachment 3 – EVSE Installations – Last 5 years _____	24
Attachment 4 – Candidate Site Information _____	25
Attachment 5 – Power/Service Site Information _____	30
Utility Contacts are available at the following websites: _____	31
Attachment 6 – Cybersecurity Expectations for Internet Service and EV Charging Providers _____	32
Attachment 7 – Pricing Proposal _____	34
Attachment 8 – Louisiana NEVI Interchange Corridor Groups – Round 1 _____	36
Questions and Addenda _____	47
Acronyms/Definitions _____	48

List of Tables

- Table 1 – Procurement Schedule
- Table 2 – Application Submittal Documents
- Table 3 - Scoring Worksheet
- Table 4 - Retainage
- Table 5 – Liquidated Damages
- Table 6 – Payment Milestones

Section 1 – Program Description

1.1 Invitation

DOTD intends to partner with non-state government entities through contractual arrangements with qualified applicants. Applicants shall identify sites for publicly accessible [NEVI-compliant DC \(Level 3\)](#) fast chargers outside of LADOTD’s right-of-way and located within one travel mile of designated alternative fuel corridors. The [designated alternative fuel corridors](#) are National Highway System (NHS) routes that have been approved by the Federal Highway Administration (FHWA) and include the following: I-10, I-12, I-110, I-210, I-610, I-220/Loop LA 3132, I-49 (Future I-910/US 90/US 167), LA 1/LA 3235, I-59, and I-55 (Attachment 8).

Future grant opportunities will be released as remaining federal funds are secured for the program. The LADOTD 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 LADOTD’s FHWA Designated Alternative Fuel Corridors (AFCs). The LADOTD Electric Vehicle Infrastructure Deployment Plan (Louisiana NEVI Plan) and other relevant documents regarding this program can be found at the following site: [LA NEVI Plan](#).

1.2 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 on a formula basis. Under the formula, Louisiana will receive \$73.4 million to create an EV charging network across the state. In Round 1, Louisiana intends to award 10 projects totaling approximately \$10 million for DC fast chargers. [Louisiana will advertise RFP...](#)

1.3 Program Structure and Goals

The federal plan for NEVI-funded electric vehicle charging sites includes a phased approach over the 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.

LADOTD will be addressing the first phase with multiple rounds of funding through the LADOTD NEVI Grant Program. Round 1 will focus on Louisiana’s interstate AFC network separated into groups of interchanges (exit numbers) called Corridor Groups. LADOTD has developed a Corridor Group map (Attachment 8).

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 Louisiana NEVI Plan.

Grant recipients will be selected competitively, with the first round of applications opening in [XX 2024](#).

The program’s goals are as follows:

- Enable a convenient, reliable, affordable, and equitable charging experience along designated alternative fuel corridors.

- Encourage environmental justice by reducing transportation emissions and promoting clean air.
- Provide electric vehicle (EV) infrastructure and benefits in historically underserved communities to accomplish federal Justice40 goals.
- Achieve built-out status with publicly accessible NEVI-compliant DC (Level 3) fast chargers located every 50 miles or less within one travel mile of designated alternative fuel corridors.
- Ensure responsible use of NEVI Formula Program funds through disbursement, monitoring, reporting, and oversight.

1.4 Procurement Method

LADOTD has established 10 discrete Corridor Groups (Attachment 8) for the first round.

In accordance with this RFP, Applicants shall identify at least one Site for EVSE associated with at least one Corridor Group. While LADOTD initially intends to select only one Site for each Corridor Group, Applicants may elect to propose more than one Site for each Corridor Group. Applicants may elect to submit on any number of Corridor Groups. LADOTD reserves the right to award any number of Sites to the same Applicant if LADOTD determines that the resultant award provides the best value to the Department and otherwise meets the objectives of the Louisiana NEVI Plan. LADOTD anticipates making awards to multiple Applicants.

For this RFP, each Site must be located within one-mile travel distance from the end of an interchange off-ramp to the entrance of the site property, at one of the exit numbers listed in a Corridor Group.

LADOTD intends to partner with the private sector through contractual arrangements for each site via single-phase procurement. Proposals shall be submitted to LADOTD in response to this Request for Proposal (RFP) through an application process. LADOTD will not share ownership of the charging facilities nor share in any revenue generated; however, LADOTD retains the right to monitor and inspect all business operations that impact program income, revenue and return on investment, with full oversight, and the right to restrict the use of program income and revenue as outlined in [23 CFR Part 680 National Electric Vehicle Infrastructure Standards and Requirements](#), also known as the NEVI Final Rule. The minimum 20% non-federal cost-share is an at-risk investment by the grant recipient. The reimbursement amount shall be a committed and firm fixed price (no change orders allowed) not to exceed 80% of the total project cost at time of application.

The Agreement will include provisions for a five-year operations and maintenance contract that will initiate once LADOTD accepts installation of the EVSE.

Upon installation and Final Acceptance by LADOTD of fully operational EVSE (including power and data service) the Grantee shall own or lease the EVSE equipment.

Procurement milestones are provided below:

Table 1 – Procurement Schedule

Milestone	Date
RFP Issued (Application Posted)	X/2024
Questions Deadline	X/2024
RFP Responses (Applications Due)	X/2024
Project Selections	X/2024

1.5 Confidential Information

1.5.1 Confidential or Proprietary Information

LADOTD is not requesting proposal materials that contain confidential or proprietary information. All proposal materials submitted to LADOTD under this program are subject to the [Louisiana Public Records Law](#).

- Exempt: Pending criminal litigation; juvenile status offenders; sexual offense victims; security procedures; trade secrets; and some public employee information.

1.5.2 Information Disclosure

If a public record does not fall squarely within an exemption, it must be disclosed. Exemptions must be narrowly construed. Unclear or ambiguous exemptions will be interpreted in a manner favoring disclosure.

1.5.3 Confidential Trade Secrets

Any proposal materials submitted to LADOTD may be claimed as confidential trade secrets by the submitter. Any such claim must be asserted at the time of submission. If a claim of confidentiality is asserted, the documents will be reviewed by an attorney in LADOTD’s Legal Division, and a determination will be made as to whether the information submitted is entitled to protection as business confidential.

1.5.4 Public Information Availability

If no claim is made at the time of submission, LADOTD may be required to make information available to the public upon Louisiana Public Records Law without further notice to the proposer.

Section 2 – Eligibility Information

2.1 Eligible Entities

Applicants are encouraged to partner and collaborate with other business owners, stakeholders, and site hosts.

2.2 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 Corridor Group map (Attachment 8) for eligible interchanges.

2.3 Conflicts of Interest

Conflicts of Interests are addressed in [2 CFR 200.112](#), [23 CFR 1.33](#) and [23 CFR 172](#). Applicants with potential conflicts of interest shall notify LADOTD in writing immediately at DOTDEVProgram@la.gov.

2.4 Eligible and Ineligible Costs

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

2.4.1 Eligible Costs

A charging site shall be comprised of a minimum of four DC fast charging ports operating at a minimum of 150 kilowatts per port with a minimum service of 600 kilowatts of power per site. Grant recipients shall provide power to charge electric vehicles and shall maintain NEVI-compliant DC (Level 3) fast charging sites in accordance with federal and State guidelines. The grant recipient will provide all staffing, material, training, hardware, and software necessary to operate each NEVI-compliant DC (Level 3) fast charging site.

Eligible costs include those incurred following a site award and may include acquisition, installation, and the operation and maintenance of infrastructure for the first 5 years of operation. Items include:

- DC fast charging equipment costs
 - Chargers must be purchased and not leased
- Utility infrastructure upgrade costs, including components to connect the charger to the power source, transformers and other on-site equipment for power, costs to acquire and install service, equipment, and upgrades (e.g., power meter, transformer, switch gear), minor grid upgrades to connect the charger to the grid distribution network (e.g., extending power lines or upgrading existing lines).

- Site preparation and construction costs directly related to the charging of vehicles (concrete slab, conduit, wiring, drainage).
- Signage
- Lighting
- Site layout and design. Per federal rule, final design and construction costs for installations are eligible after National Environmental Policy Act (NEPA) review is completed.
- Permitting fees related to the charger
- Cellular/Internet network infrastructure upgrade fees
- Operations and maintenance costs, including service agreements with qualified contractors and charging equipment manufacturers or warrantors.
- On-site non-renewable energy storage to transfer power to and from the EV charger. This includes the costs for planning, permitting, acquisition, and installation of on-site distributed energy resource (DER) equipment (e.g. stationary batteries) directly related to vehicle charging.
- Pre-construction costs associated with environmental review and preliminary engineering.
- Purchase of proprietary adapters that meet the following criteria:
 - Directly or indirectly compatible with and ancillary to a permanently attached Combined Charging System (CCS) connector
 - Approved by the charger manufacturer to ensure consistency, safety, and reliability
 - Fully integrated into the charger such that it cannot be removed from the site
 - Other operating costs that are necessary and directly related to the charging of electric vehicles.

2.4.2 Ineligible Costs

1. Any costs incurred before the fully executed Agreement related to submitting the proposal application, design and construction for site installations, are not eligible for reimbursement.
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. Variable operating and maintenance costs, including costs for electricity, internet, cellular network, insurance, and other recurrent business costs such as staffing.
6. Construction or maintenance of buildings
7. Costs of major grid upgrades (longer line extension or upgrades, improvements to offsite power generation, bulk power transmission, substations, or beyond what is required to connect a charging station to the electric grid distribution network).
8. Fixed operations or maintenance costs incurred outside of an up-front contract at or near time of station commissioning.
9. Any Project costs covered by the utility, including utility service upgrade costs.
10. Costs for studies or research projects.

Section 3 – NEVI Standards and Requirements

FHWA clarified and added requirements to the final Federal Rule since the release of the Notice of Proposed Rulemaking (NPRM). All Applicants are to obtain the latest updated Federal Rule [23 CFR Part 680](#) and any FHWA NEVI Formula Program Guidance updates to ensure understanding of all requirements before completing an Application. The following section titles outlined below are described in detail in the Federal Rule. Some sections below include additional LADOTD specific requirements.

3.1 Installation, Operation and Maintenance

3.1.1 Procurement Process Transparency for the Operation of EV Charging Stations

The Applicant shall describe how the price will be determined and set for EV charging in accordance with state law (Attachment 7 – Pricing Proposal Narrative).

3.1.2 Number of Charging Ports

3.1.3 Connector Type (Each port must have at least one SAE CCS 1 connector and one NACS connector)

3.1.4 Power Level

Grantees shall ensure there is a separate and distinct utility-grade meter for the EVSE system (One meter per Station). At sites along Louisiana’s [AFC](#) and [Evacuation Routes](#), Grantees shall provide 90 minutes of backup power for one port at a minimum of 150 kW.

3.1.5 Availability

3.1.6 Payment Methods

Including Europay/MasterCard/Visa (EMV) compliant point of sale card readers.

3.1.7 Equipment Certification

3.1.8 Security

3.1.9 LA Cybersecurity

Grantees shall be responsible for cybersecurity as it relates to owning, operating, maintaining, and data sharing for the EVSE. As per Louisiana’s NEVI Plan and Cybersecurity Expectations (Attachment 6), Applicants shall describe their basic plans around identifying and managing cybersecurity as related to EV charging. (Application – Attachment 2)

Charging station operators shall only collect, process, and retain personal information that is strictly necessary to provide charging services to a customer and shall take reasonable measures to safeguard customer data.

3.1.10 Long-Term Stewardship

3.1.11 Qualified Technician

3.1.12 Customer Service

3.1.13 Customer Data Privacy

3.1.14 Use of Program Income

Grantees will need to include sufficient information in their qualified NEVI EVITP contractor’s operations and maintenance agreement for LADOTD 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 LADOTD for review and confirmation that the Project remains in compliance with the approved operations and maintenance agreement and the Federal Rule.

3.2 Interoperability of Electric Vehicle Charging Infrastructure

3.2.1 Charger-to-EV Communication

3.2.2 Charger-to-Charger Network Communication

3.2.3 Charging-Network-to-Charging-Network Communication

3.2.4 Network Switching Capability

3.3 Traffic Control Devices or On-Premise Signs Acquired, Installed or Operated

3.3.1 Manual on Uniform Traffic Control Devices for Streets & Highways

3.3.2 On-Premises Signs

3.4 Data Submittal (Grantee's responsibility)

[Electric Vehicle Charging Analytics and Reporting Tool \(EV-ChART\) Data Format and Preparation Guidance](#)

3.4.1 Quarterly Data Submittal

3.4.2 Annual Data Submittal

3.4.3 One-Time Data Submittal

3.4.4 Community Engagement Outcomes Report

3.5 Charging Network Connectivity of Electric Vehicle Charging Infrastructure

3.5.1 Charger-to-Charger Network Communication

3.5.2 Interoperability

3.5.3 Charging-Network-to-Charging-Network Communication

3.5.4 Charging-Network-to-Grid Communication

3.5.5 Disrupted Network Connectivity

3.6 Information on Publicly Available EV Charging Infrastructure Locations, Pricing, Real Time Availability, and Accessibility through Mapping

3.6.1 Communication of Price

3.6.2 Minimum Uptime

Material or repeated non-compliance with minimum uptime requirements may be considered an event of default. Notwithstanding anything to the contrary contained in this RFP (including its terms and conditions and applicable appendices) or the Agreement, if the Grantee is in default of the Uptime requirement, LADOTD may terminate the Agreement and require the Grantee to repay to LADOTD the

amount of grant funding provided, prorated for the portion of the remaining Period of Performance.

3.6.3 Third-Party Data Sharing

Grantees shall allow third-party inspections and data retrieval as requested by LADOTD.

3.7 Other Federal Requirements

3.8 Five-Year Operations and Maintenance Obligation

The Grantee shall be required to ensure the operations, maintenance and data submittal of the EVSE at the site for a period of at least five years from the date identified on the Final Acceptance letter. Compliance with the 97 percent Uptime requirement throughout the Period of Performance is essential. Operations and Maintenance will be accomplished by:

Full-Coverage Operations and Maintenance Contract: The Grantee shall comply with a five-year operations, maintenance and data submittal plan. The Grantee shall acquire a five-year service contract from a qualified NEVI EVITP (Electric Vehicle Infrastructure Training Program) contractor in compliance with the Final Rule, providing 100% 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. Operations and maintenance funds will be distributed as an annual reimbursement at the end of each 12 month period following Final Acceptance for each station and only after Grantee has submitted operations and maintenance reports documenting they met operations and performance requirements.

3.9 Obligation during the Period of Performance

If the Grantee is unable to fulfill the five-year obligation, the Grantee must either work with LADOTD to assign a new operator at the site or pay back Project funds prorated for the remaining portion.

3.10 Incident Reporting

During the Period of Performance, LADOTD must be notified within 24 hours after the Grantee becomes aware of any of the following events by emailing DOTDEVProgram@la.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 experiences a system failure.

3.11 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 LADOTD or other prescribed data sharing systems. 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. LADOTD will also have the right to test the EVSE and any data sharing connections (LADOTD systems and/or Grantee provided portal). For data sharing, LADOTD will participate in the testing through verification of receipt of the specified data. For the charging unit, LADOTD may run on-site testing at its own expense.

3.12 Permitting and Third-Party Agreements

LADOTD 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.

Section 4 – Application Procedures

4.1 Pricing Proposal

The pricing proposal represents a committed fixed subsidy amount required for all contracted EVSE services, including development, design, construction, operations, and maintenance of the Site. Using Attachment 7 (Pricing Proposal), the Applicant shall include the following for each individual Candidate Site:

- Costs for site preparation, design, and permits
- Utility infrastructure improvements relative to EV station operation
- Costs to purchase, install, integrate, test, and implement the EVSE
- Costs of operations and maintenance (including reporting) during each year of required EVSE operability
- Costs for all software, hardware, and back-end fees
- Costs for hiring, training, and managing onboard operators
- Identification of committed, fixed amount of LADOTD/FHWA subsidy required
- Any costs not covered above

The pricing proposal shall also include a one-page narrative. The narrative shall describe major cost drivers for construction, operations, and maintenance. Additionally, the Applicant shall include major assumptions that form the basis of the proposed cost and an explanation of those assumptions.

4.2 Submission Process

All Application materials and attachments are to be submitted electronically during the open Application period. An Applicant may submit only one Application per round, but must submit individual Candidate Site Information forms (Attachment 4) for each proposed site. Application submission does not guarantee selection.

To submit your completed application, email DOTDEVProgram@la.gov - Paper bids will NOT be accepted.

A complete Application includes the completion and submission of the below information:

Table 2 – Application Submittal Documents

Proposal Component	Attachment Number	Max # of Pages
Minimum Louisiana Requirements	1	
Application	2	
EVSE Installations – Last 5 years	3	
Candidate Site Information	4	
Power/Service Site Information	5	
Pricing Proposal	7	

A 100-point scale with the following criteria will be used in scoring each application:

Table 3 - Scoring Worksheet

Item	Description	Criteria	Max Points
1	Describe Staffing Plan and Experience installing, operating, maintaining, and reporting for NEVI projects over the past five years. Highlight any LA and regional experience. Highlight experience from all team members. (Use Attachment XX)	Evaluation of Staffing Plan and Experience.	10
2	Describe Financial Plan for site construction until reimbursement.	Evaluation of the Financial Plan.	10
3	Amenities – describe availability of food/beverages, dining, open/free Wi-Fi/internet, retail shopping in vicinity, dedicated support staff for EV charging, 24/7 access to restrooms.	Evaluation of Customer Amenities	8
4	Describe Project Approach - planning, design/permitting, site preparation/construction, approach to rates/billing, O&M contracting commitment, up time, data sharing, cybersecurity, physical security, estimated schedule, safety/training.	Evaluation of Project Approach	8
5	Describe Approach to Plan Equity Goals	Evaluation of Approach to Plan Equity Goals.	5
6	Business Model Beyond 5 Years - describe how the company plans to increase revenue with its services and customer base beyond the Period of Performance of 5 years.	Evaluation of Business Model Beyond 5 Years	5
7	Describe Training and Certification Plan for employees/contractors that install, operate and maintain DCFC equipment.	Evaluation of Training and Certification Plan	5
8	Total Installation Cost estimate for each site group installation.	(Lowest Total Cost per Group divided by Individual Applicant Total Cost per Group) x 20	20
9	Customer & Equipment Safety & Security (in addition to requirements)	On-site staff = 4 points, video surveillance = 2 points, fire safety equipment = 2 points.	8
10	Operation and Maintenance (O&M) Cost estimate for 5 years from qualified contractor.	(Lowest O&M Cost per Group divided by Individual Applicant O&M Cost per Group) x 8	8
11	Site agreement in place to host stations. (Will be required prior to award for sites selected)	Full points for entities with signed hosting agreements with property owners to utilize parking spaces open to the public 24/7. No points for any other scenarios.	5
12	Transformer capacity above required minimum of 600 kW.	Full points if greater than or equal to 1,000 kW. Half points if greater than 600 kW and less than 1,000 kW. No points for any other scenarios.	2

13	Pull-through stall for light duty vehicles with trailers above required minimum of 1.	Full points for at least 1 additional pull through space. No points for any other scenarios.	2
14	Buy America compliant DCFC equipment and construction materials.	Full points for 100% compliant. No points for any other scenario.	2
15	Service during power outage above required minimum of 150 kW for one port.	Full points for at least 1 additional port available during power outage. No points for any other scenarios.	2
		Total:	100

4.3 Submission Deadline

Applications for the LA NEVI grant program will be accepted on a round-by-round basis, beginning with Round 1. Completed Applications must be submitted electronically. For Round 1, the open Application period will begin xx/xx/xxxx, and will end on xx/xx/xxxx, at X PM CST. Only electronic Applications received during the open Application period are considered to meet the Application deadline for a particular solicitation round. All qualifying applications received by the submittal deadline will be reviewed and scored by a scoring committee. Late submittals and incomplete applications will not be considered for scoring.

Section 5 – Award and Contracting

5.1 Available Funding

LADOTD currently has advanced appropriations of approximately \$26 million through the NEVI Formula program. Some of this amount may be used for labor and workforce training, planning, outreach, and administration as allowed by NEVI guidelines. LADOTD will not award all these funds to Round 1 Projects. The LA NEVI grant program is a reimbursement grant program and Applicants are required to provide a minimum 20 percent cost-share of the eligible costs from non-federal sources.

Grant funding obligation occurs when a selected Applicant and LADOTD enter into a written Agreement after the Applicant has satisfied all applicable requirements.

Any costs incurred before the fully executed Agreement related to submitting the proposal application, design and construction for site installations, are not eligible for reimbursement. LA NEVI grant program funds must be used within 2 years of Agreement execution, unless an extension is granted by LADOTD. LADOTD recognizes that factors outside of the Applicant's control may result in some Projects requiring an extension. LADOTD retains the right to prioritize Projects for selection that are most likely to achieve an efficient timeline and/or AFC build-out requirements.

5.2 Start Dates and Period of Performance

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

5.3 Award Size and Anticipated Quantity

LADOTD expects to award as many grants as possible with the available funding for Round 1. LADOTD 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. LADOTD also reserves the right not to award the full funding amount requested by an Applicant.

5.4 Post-Selection Activities

Following determination of the best value application for each Corridor Group and any additional negotiations LADOTD deems necessary, LADOTD will contingently award Agreements to each of the potential Grantees.

The award will be contingent upon two factors:

1. An environmental review, conducted by LADOTD at LADOTD's expense, in compliance with the National Environmental Protection Act (NEPA). The anticipated duration for the NEPA review is sixty (60) days.
 - a. The Applicant will secure access to the site prior to LADOTD's environmental review such that LADOTD has the right to enter the property and visually examine the property and grounds, in order to complete environmental reviews necessary to comply with the NEPA.
 - b. If the Department determines NEPA review will take longer than sixty (60) days and would result in an undue cost to the Department or an impact to the environment, LADOTD reserves the right to reject the Candidate Site and select the next best Site for the Corridor Group.

2. Execution of a site host agreement between the Applicant and the property owner (if the property owner is different than the Applicant) that provides LADOTD with a real property interest or other contractual right to access the Site for the term of the Agreement.

When the NEPA process is completed and the site host agreement(s) are in compliance with LADOTD policies and requirements, LADOTD and the Applicant will execute the Agreement.

Section 6 – Retainage

Five percent (5%) of the total reimbursable amount will be withheld by LADOTD as retainage. At the end of each operational year of the required five (5) year period of performance, LADOTD shall disburse one-fifth of the retainage held for each year, after approval of the Recipient’s quarterly reports for the previous year.

Table 4 - Retainage

Operational Year	Total Percent of Subsidy Retained	Retainage Released at Operational Year End	Total Percent of Retainage Released
1	5%	1%	20%
2	4%	1%	40%
3	3%	1%	60%
4	2%	1%	80%
5	1%	1%	100%

Section 7 – Liquidated Damages

While the Department anticipates “downtime” for regular maintenance and situations beyond the NEVI Developer’s control such as a power outage, each charging port shall have an average annual “uptime” greater than 97%. If the average annual uptime for a charging port is less than or equal to 97%, LADOTD will assess liquidated damages pursuant to the below table based on the number of days of “downtime” for each charging port during an annual period. The liquidated damages are not assessed as a penalty, but as an assessment against any retainage reimbursement due the NEVI Developer given the complexity of determining the exact monetary amount of an assessment.

Table 5 – Liquidated Damages

Range Uptime	Average Annual Percentage	# of days per Year in Range	Amount of Liquidated Damages Per Site
1	[97%] or above	[11]	N/A
2	[80% to < 97%]	[62]	33% of Retainage
3	[50% to < 80%]	[110]	66% of Retainage
4	[< 50%]	[182]	100% of Retainage

Section 8 – Payment Milestones

Table 6 – Payment Milestones (See Attachment 7 – Based off of Pricing Proposal)

Milestones
Design and Permitting Completed
Utility Infrastructure Improvements Completed
Site Preparation and Construction Completed
EVSE Hardware and Software Completed

Attachment 1 - Minimum Louisiana Requirements

[Pass/Fail – Must be met for grant consideration – Answer Yes/No]

1. Will each EV charging site be within 1.0 mile of driving distance between the end of at least one off-ramp at the AFC interchange (within Group Corridor) and the entrance to the site property? **[Yes/No]**
2. Will each site's EV charging infrastructure include at least four 150 kW Direct Current Fast Chargers (DCFCs) consisting of 4 Combined Charging System (CCS) ports and 4 North American Charging Standard (NACS) connectors capable of simultaneously DC fast charging four EVs continuously? **[Yes/No]**
3. Will each 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? **[Yes/No]**
4. Will charging at each site be available 24 hours a day, 365 days a year? **[Yes/No]**
5. Will at least a 20% non-federal cost-share be provided by other sources? **[Yes/No]**
6. Will all EVSE requirements for each charging site be met, as listed in [FHWA NEVI EVSE Specifications](#)? **[Yes/No]**
7. Will the Applicant comply with the Federal minimum standards of the final Federal Rule and all additional provisions in LADOTD's RFP? **[Yes/No]**
8. Will the Applicant include at least one pull-through bay at each site for light duty vehicles with trailers? **[Yes/No]**
9. Will the Applicant comply with the ADA NEVI program's requirements at each site? **[Yes/No]**
10. Will the Applicant include station-specific overhead lighting at each site? **[Yes/No]**
11. Will the Applicant include overhead canopy for drive-up EV charger bays at each site? **[Yes/No]**
12. Will the Applicant include bollards at each EV charging port? **[Yes/No]**
13. Will the Applicant include continuous backup power for 90 minutes to at least one port at each station along the AFC? **[Yes/No]**
14. Will the Applicant have qualified technicians as per Section 3.1.11? **[Yes/No]**

Attachment 2 – Application

1. Applicant Information					
Applicant Business Name (As shown on income tax return):					
TIN #:					
Mailing Address:					
City:		State:		Zip:	
Authorizing Agent (Person Authorized to sign contracts on behalf of the Applicant)					
Name:					
Title:					
Telephone Number:		Mobile Number:			
Email Address:					
Fiscal Agent (Person who will be submitting expenditure reports on behalf of the Applicant)					
Name:					
Title:					
Telephone Number:		Mobile Number:			
Email Address:					
Project Director (Primary point of contact for the project during implementation)					
Name:					
Title:					
Telephone Number:		Mobile Number:			
Email Address:					
2. Background & Experience (Prime or Sub-Contractor)					
List EVSE installations during the last five years (including operation and statistical reporting. Use forms in Attachment 3 – Surrounding Area EVSE Installation for and Attachment 4 – Other EVSE Installations.)					

Provide three (3) contract references for any three (3) of the projects listed above. Include the Organization's name, address, phone number, email address, and a contact person. LADOTD reserves the right to contact or visit any of the references provided or those of which LADOTD becomes aware.

Reference Project #1:			
Organization Name:		Contact Name:	
Address:		Phone & Email:	
Reference Project #2:			
Organization Name:		Contact Name:	
Address:		Phone & Email:	
Reference Project #3:			
Organization Name:		Contact Name:	
Address:		Phone & Email:	

Describe experience with other Title 23 federal aid program, if any. Describe potential challenges and key elements that must be considered in implementing a Title 23 federal aid program.

--

Describe general financial capabilities of the Applicant and document: 1) any funding commitments or financing in place today and/or 2) funding sources that will be available in the future that are intended to support the project.

--

3. Privacy and Cybersecurity

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.

4. Safety and Security

Provide a security plan including flood mitigation, visibility, emergency call boxes, fire prevention, charger locks, strategies to prevent tampering and illegal surveillance of payment devices, and strategies to remain operable during power outages.

5. Proposal Site Information

Provide a list of the Site locations being proposed through this Proposal. Provide the Corridor Group. Reference Attachment 8 (Potential Site Locations | Corridor Group & Exit Locations).

Attachment 4 – Candidate Site Information

<p>Provide a separate Attachment 4 form for each Site being proposed. You may submit multiple Attachment 4 forms per proposal.</p>					
<p>1. Candidate Site Information</p>					
Candidate Site Name:					
Corridor-Group:		[Reference RFP, Attachment 8 for Corridor Groups]		Interstate & Exit #:	
Physical Address:					
City:					
County:				Zip:	
Charger Coordinates (approximate)		Latitude:		Longitude:	
<p>2. Site Host Information</p>					
Site Host (Entity) Name:					
Site Ownership Status (check one).					
<input type="checkbox"/> Owner		<input type="checkbox"/> Lessee			
If Lessee, please provide details of lease terms, expirations, and renewal or attach a copy to this Form.					
Contact Name:					
Telephone Number:				Mobile Number:	
Email Address:					
<p>3. Site Access Approach</p>					
Provide a plan to allow necessary access for the Department to the Site (e.g., easement, lease, permit, license, etc.) for the construction and duration of the EVSE operation. Access is not required for the entire site and may be limited to the EVSE and structures necessary for confirming compliance with NEVI requirements.					
If Lessee, attach a letter signed by the owner expressing a commitment to host the EVSE for a minimum of 5 years from when they are accepted by LADOTD.					

4. Electric Utility			
Electric Utility (Entity) Name:			
Contact Name:			
Telephone Number:		Cell Number:	
Email Address:			
5. Equipment Vendor			
Equipment Vendor (Entity) Name:			
Contact Name:			
Telephone Number:		Cell Number:	
Email Address:			
Describe the proposed EVSE warranties and parts replacement program for the term of the Agreement. Attach or provide links to promotional literature.			
6. Site Details			
Identify major characteristics of the Site (e.g., specific street, building, or parking lot); explain why the Site is applicable for the project; describe significant details of the Site, including vehicular access, surrounding roads and traffic patterns; and confirm the Site is compliant with all applicable ADA requirements as per Section 3.7.			

Provide a map with aerial imagery of the Site identifying significant elements.

Identify EVSE, electrical, and other infrastructure and equipment at the Site which will be hardened against damage or loss of service due to weather, transient surge voltages, traffic incidents, or other environmental factors.

7. Site Schematic

Provide a site schematic for the Site using a diagram or schematic showing the parking space(s) (final engineering plans are not required). Show locations of existing and proposed designated EV charging parking space(s), EVSE, point of sale equipment, and electric service to the Site. Also indicate any space available for future use. Demonstrate that at least one of the spaces will be ADA compliant. For examples of ADA compliant parking scenarios, refer to drawings provided by the US Access Board at: <https://www.access-board.gov/ta/tad/ev/#example-charging-scenarios>. Include dimensions, drainage, lighting, and overhead cover. Dimensions should show accommodation for oversized vehicles and commercial trucks, if applicable. Traffic control devices or on premise signs acquired, installed, or operated shall comply with Section 3.3.

8. Permit Status

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

Permit / Agreement Descriptions	Not applicable	Required/ Application not submitted	Application submitted	Permit Received/ Approved	Unsure if required
Air / Land Use					
Electrical					
Structural					
Zoning					
Environmental – water					
Environmental – other (e.g., cultural, historic)					
Local agency					
Other [fill in as needed]					

Identify and explain any major permit risks or uncertainties and how they will be mitigated/resolved.

9. Financial Considerations

Describe the financial structure for the Site. Include who will assume ownership of the project; receive any financial benefits; and pay for maintenance and repair.
 NOTE: LADOTD is not seeking detailed financial information of the company.

Provide a general description of the Applicant’s approach to 1) the proposed rate structure and methodology (e.g., cost + 1%, additional cost at peak times, discount coupons from the NEVI Developer, etc.) to use EVSE at the Site; 2) customer method of payment; 3) billing practices; and 4) service fees. Provide statement confirming the approach described is consistent with NEVI Formula Program requirements.

Milestone	Proposed # of Days Following NTP	Notes
Design		
Permitting		
Procurement of EV Equipment		
Construction (both site preparation and equipment installation)		
Power Service Available to Site		
Testing and Inspection		

Provide explanation regarding the Site schedule, if necessary.

Attachment 5 – Power/Service Site Information

Provide a separate Attachment 5 form for each Site being proposed. You may submit multiple Attachment 5 forms per proposal.

UTILITY INFORMATION

Name of the Utility Company:			
Utility Contact Name:			
Utility Contact Phone:	() -	Utility Contact Email:	
Please work with your utility to provide an estimate of the total engineering and construction cost for utility owned infrastructure (in front of the meter) for the project based on Site being applied for:			\$ [0.00]
<p>In the box below, please briefly describe the scope of any needed utility upgrades for the project. Please consider whether engineering, construction, and/or permitting is needed, whether an interconnection study is necessary, and the extent of services needed for completion. This should include whether upgrades are necessary for the following pieces of equipment:</p> <ul style="list-style-type: none"> • Power transformer • Terminator Pole • Service lateral/conductor • Metering • Primary line extension • Any additional equipment 			
Based on the information provided above, please provide an estimate of time required to complete the necessary utility-owned infrastructure (in front of the meter) upgrades:			

Applicant Affirmation

I have discussed the project plan for the charging infrastructure outlined above with the Utility Company and others as appropriate.

_____	_____	_____
Applicant Organization Name	Authorized Representative (Signature)	Date
_____	_____	_____
Authorized Representative Title	Phone Number	Email

Utility Affirmation

I have discussed the project plan for the charging infrastructure outlined above with the Applicant, and if applicable, the Third-Party Applicant, and others as appropriate.

_____	_____	_____
Utility Name	Authorized Representative (Signature)	Date
_____	_____	_____
Authorized Representative Title	Phone Number	Email

Utility Contacts are available at the following websites:

<https://www.publicpower.org/public-power-louisiana>

<https://www.alec.coop>

<https://www.lpsc.louisiana.gov/Utilities>

Attachment 6 – Cybersecurity Expectations for Internet Service and EV Charging Providers

Purpose and Scope

This section is designed to provide clear and comprehensive cybersecurity guidance to all Broadband and Internet Service Providers (ISPs), EV Charging Providers (EVCPs) or other public services which receive funding from the state which offer internet connections to Louisiana constituents, visitors, residents, or businesses. Given the critical role that these providers play in ensuring consistent and secure connectivity for the State, it is imperative that they create and implement a robust cybersecurity plan to detect, manage, and report cyber threats promptly.

Responsibilities

Monitoring for Cyber Threats

Device Configuration: Devices that are a part of or connected to the network should be meticulously configured to generate logs at an appropriate level, ensuring that any irregularities or potential threats are properly recorded.

Event Management: All events, especially those that might indicate potential cyber threats, should be managed, correlated, monitored, and retained as per state standards and regulations. This ensures that ISPs and EVCPs have a comprehensive understanding of their network's security posture at all times.

Continuous Monitoring: All internet connections, regardless of their nature, should be monitored continuously for both known and unknown cyber threats.

Threat Reporting

Immediate Notification: ISPs and EVCPs are expected to report any and all identified threats to the state in near real-time. This should be facilitated through threat sharing technology platforms, which ensure that threat intelligence is disseminated promptly and effectively.

Mandatory Reporting (during Period of Performance): Any attempted or successful cyber-attacks on the network or infrastructure of an ISP must be promptly reported to the State of Louisiana Fusion Center. This requirement is non-negotiable and is critical for the state to assess the larger cyber threat landscape.

Cyber Incident Response Plan

Development and Maintenance: All service providers are required to develop a comprehensive Cyber Incident Response Plan (CIRP) detailing their approach to managing and mitigating cyber incidents. This plan should cover everything from threat detection to post-incident analysis.

State Collaboration: ISPs and EVCPs are required to share their CIRP with the State's Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) office. This ensures that in the event of a state-wide cyber incident, there's a coordinated response and that the ISP's

measures align with the state's cybersecurity protocols.

Patch Management

Importance of Timely Patching: Ensuring that all systems, applications, and devices are up-to-date with the latest security patches is a critical aspect of maintaining a robust cybersecurity posture. Vulnerabilities that are left unpatched can serve as entry points for cyber attackers.

Routine Patching Schedule: Service providers should implement a routine patching schedule. Critical security patches should be applied as soon as possible, while non-critical patches should be implemented based on a predefined schedule that minimizes disruptions but ensures timely updates.

Patch Assessment: Before applying patches, ISPs and EVCPs should assess them in a controlled environment to verify their compatibility and to ensure that they do not introduce additional vulnerabilities or issues.

Patch Reporting (during Period of Performance): ISPs and EVCPs should maintain a record of all applied patches, detailing the date of implementation, the nature of the patch, and any observed impact on systems or services. This record should be made available to the State upon request.

Patch Notification: In instances where a patch addresses a critical vulnerability or has a significant impact on services or user security, ISPs and EVCPs should notify their customers and provide guidance on any required actions.

Audits and Compliance: The state may conduct periodic audits to ensure ISPs and EVCPs are adhering to best practices in patch management. Non-compliance with patch management guidelines can lead to further actions as deemed appropriate by the state.

Timely and efficient patch management not only safeguards the service providers' infrastructure but also plays a pivotal role in ensuring the overall security of the Site's digital ecosystem. ISPs and EVCPs are encouraged to prioritize this process and leverage it as a core component of their cybersecurity strategy.

Supply Chain Risk Management

ISPs and EVCPs must understand the requirements contained within this policy section shall be shared with and are applicable to all critical third-party entities providing supporting service to the ISP or EVCP.

Compliance and Review

Regular reviews of ISP's cybersecurity measures will be conducted by the appropriate state authority to ensure adherence to this policy.

Third-party Cyber Risk Assessment: Every 3 years, ISPs and EVCPs are mandated to undergo a cyber-risk assessment conducted by an independent third-party. This assessment will evaluate the effectiveness and resilience of the ISP's cybersecurity measures, ensuring that they are in line with best practices and state requirements. Risk Assessment scope shall also include a review of ISP critical vendors, partners, and shared services.

Non-compliance with any of the stipulated guidelines may result in penalties or further action as deemed necessary by the state.

Attachment 7 – Pricing Proposal

Provide a separate Attachment 7 form for each Site being proposed. You may submit multiple Attachment 7 forms per proposal.

Applicants shall complete the pricing proposal in accordance with Section 4.1 (Pricing Proposal) for each Site. A separate form shall be used for each Candidate Site. Applicant must provide funding for at least 20% of the entire costs related to a Site. 80% subsidy will be reimbursed based off of amounts listed in this proposal. No charge orders will be accepted.

Total Costs	Pre-construction and Construction Costs					
Design and Permitting	\$					
Utility Infrastructure Improvements	\$					
Site Preparation and Construction	\$					
EVSE Hardware and Software	\$					
		O&M – Year 1 Contract Costs	O&M – Year 2 Contract Costs	O&M – Year 3 Contract Costs	O&M – Year 4 Contract Costs	O&M – Year 5 Contract Costs
Operations and Maintenance		\$	\$	\$	\$	\$

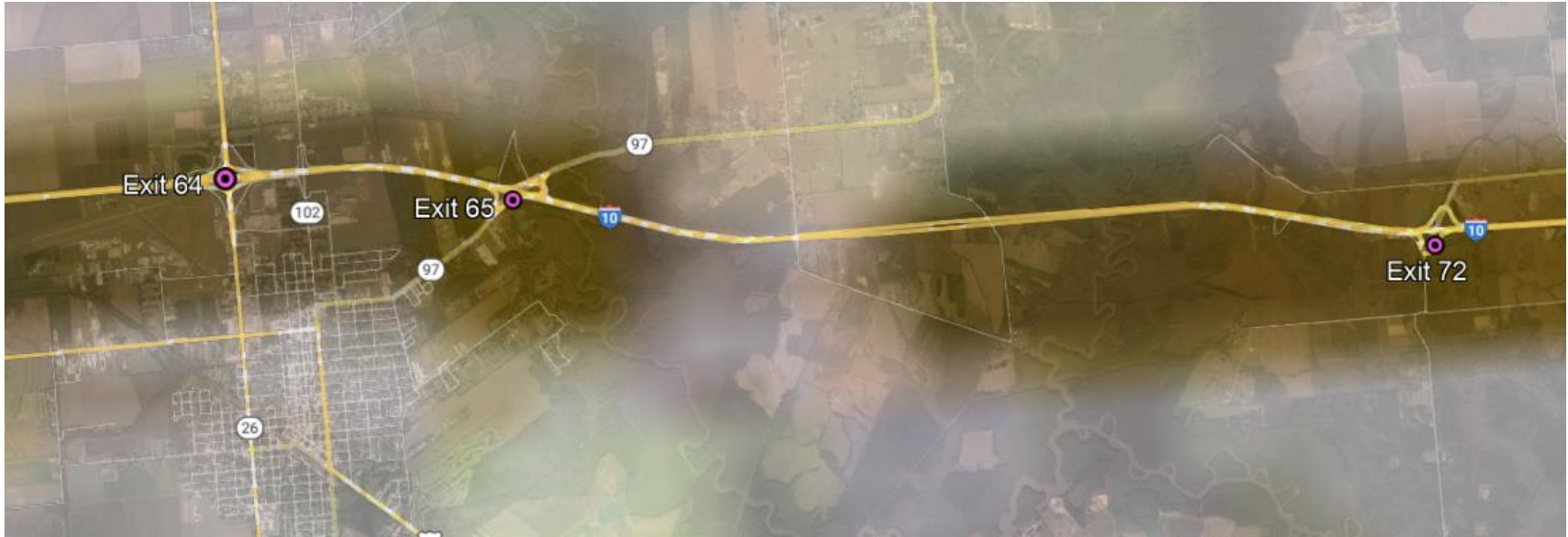
Required Subsidy (Max 80% of Total Costs)	Pre-construction and Construction Costs					
Design and Permitting	\$					
Utility Infrastructure Improvements	\$					
Site Preparation and Construction	\$					
EVSE Hardware and Software	\$					
		O&M – Year 1 Contract Costs	O&M – Year 2 Contract Costs	O&M – Year 3 Contract Costs	O&M – Year 4 Contract Costs	O&M – Year 5 Contract Costs
Operations and Maintenance		\$	\$	\$	\$	\$

Pricing Proposal Narrative

[Insert Pricing Proposal narrative as described in RFP, Section 4.1 (Pricing Proposal)].

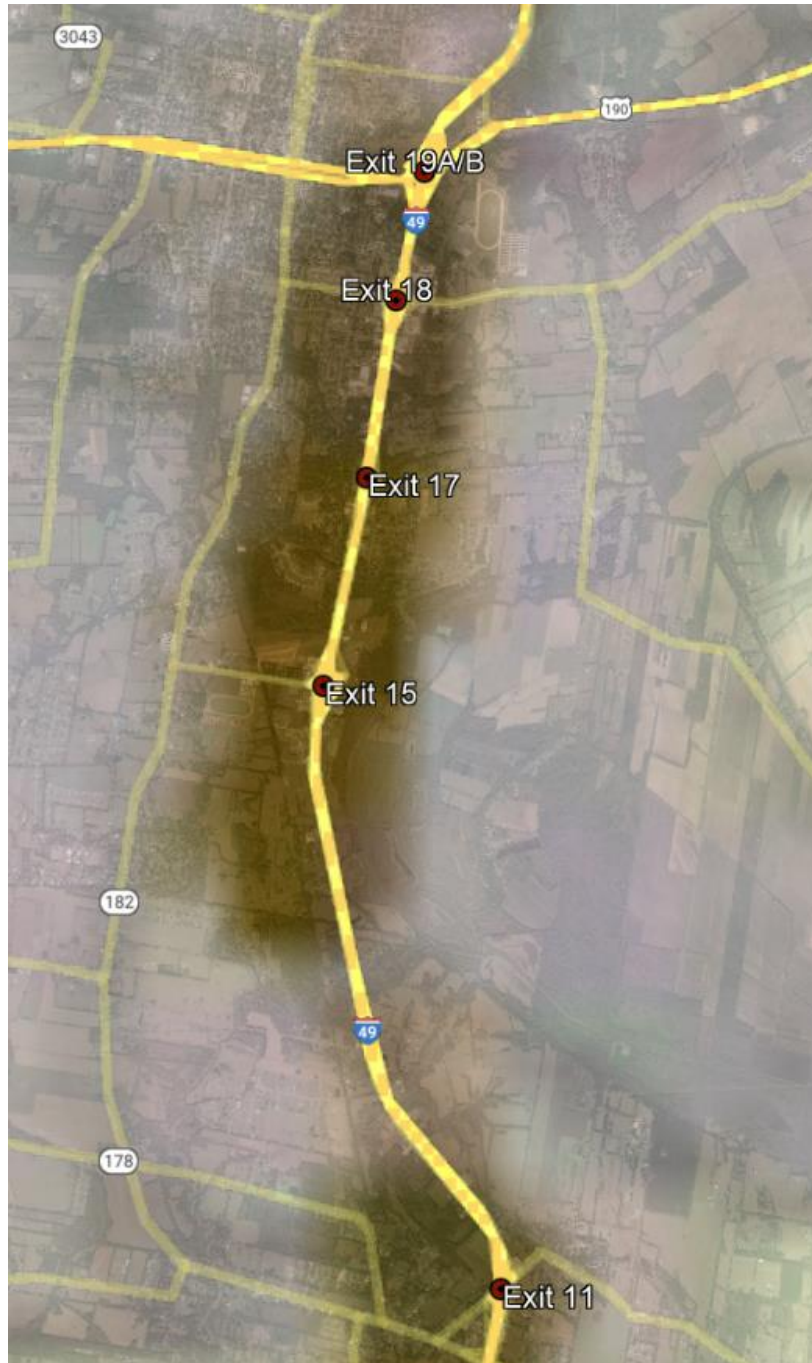
Group H – I-10

- Exit 64 – LA 26
- Exit 65 – LA 97
- Exit 72 – Trumps Rd.



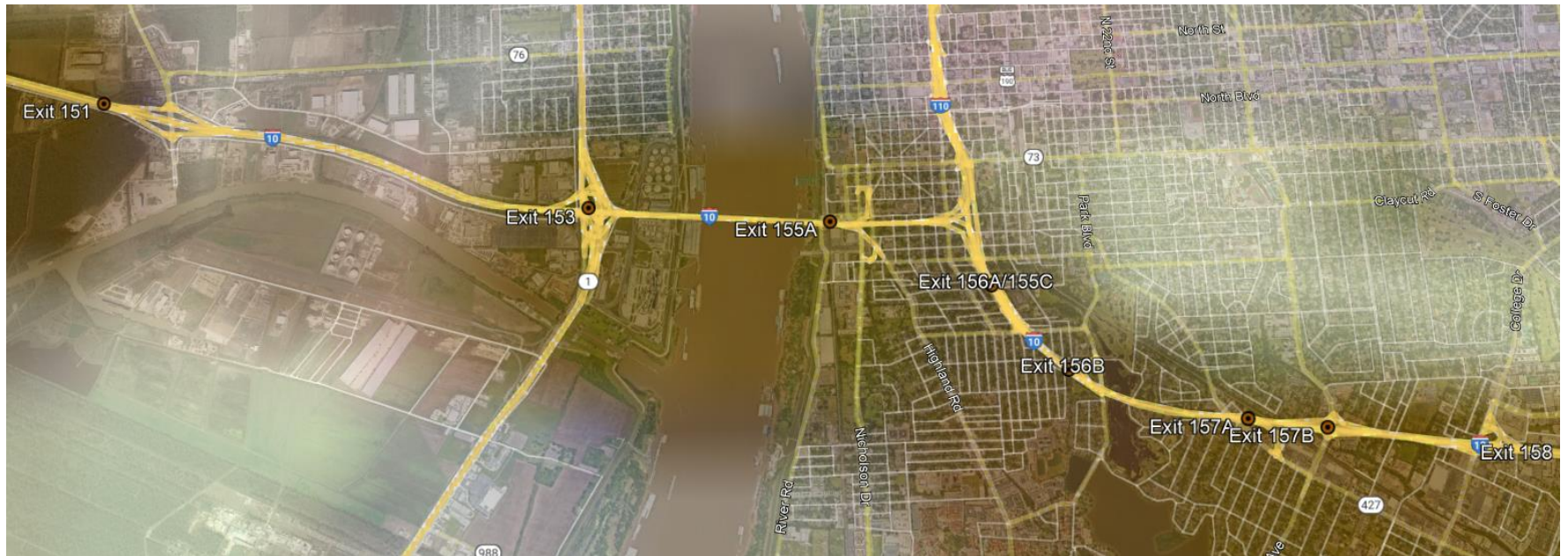
Group I – I-49

- Exit 11 – LA 93
- Exit 15 – LA 3233
- Exit 17 – Judson Walsh
- Exit 18 – LA 31
- Exit 19 A/B – US 190



Group K – I-10

- Exit 151 – LA 415
- Exit 153 – LA 1
- Exit 155A – Nicholson Dr.
- Exit 156A/155C – Lorri Burgess Ave.
- Exit 156B – Dalrymple Dr.
- Exit 157A – S. Acadian Thruway
- Exit 158 – College Drive



Group L – I-55

- Exit 46 – LA 16
- Exit 50 – LA 1048
- Exit 53 – 10
- Exit 57 – LA 440
- Exit 61 – LA 38



Group M

I-10

- Exit 267A – I-12
- Exit 266 – US 190
- Exit 265 – US 190 Bus.
- Exit 263 – LA 433

I-12

- Exit 68 – LA 1088
- Exit 74 – LA 434
- Exit 80 – Northshore Blvd.
- Exit 83 – US 11

I-59

- Exit 3 – LA 1090



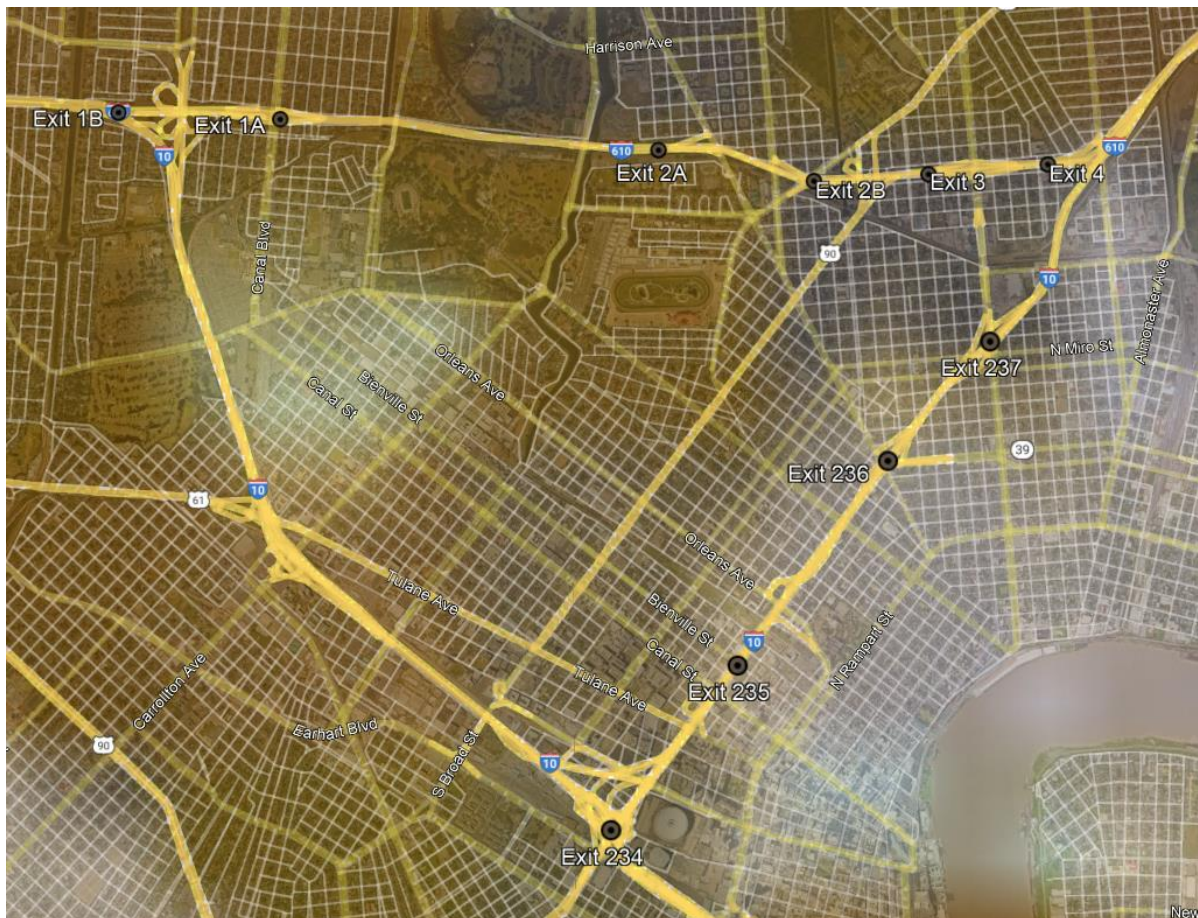
Group N

I-10

- Exit 234 – US 90 Bus.
- Exit 235A – Canal St.
- Exit 235B – Orleans Ave.
- Exit 236 – St. Bernard Ave.
- Exit 237 – Elysian Fields Ave.

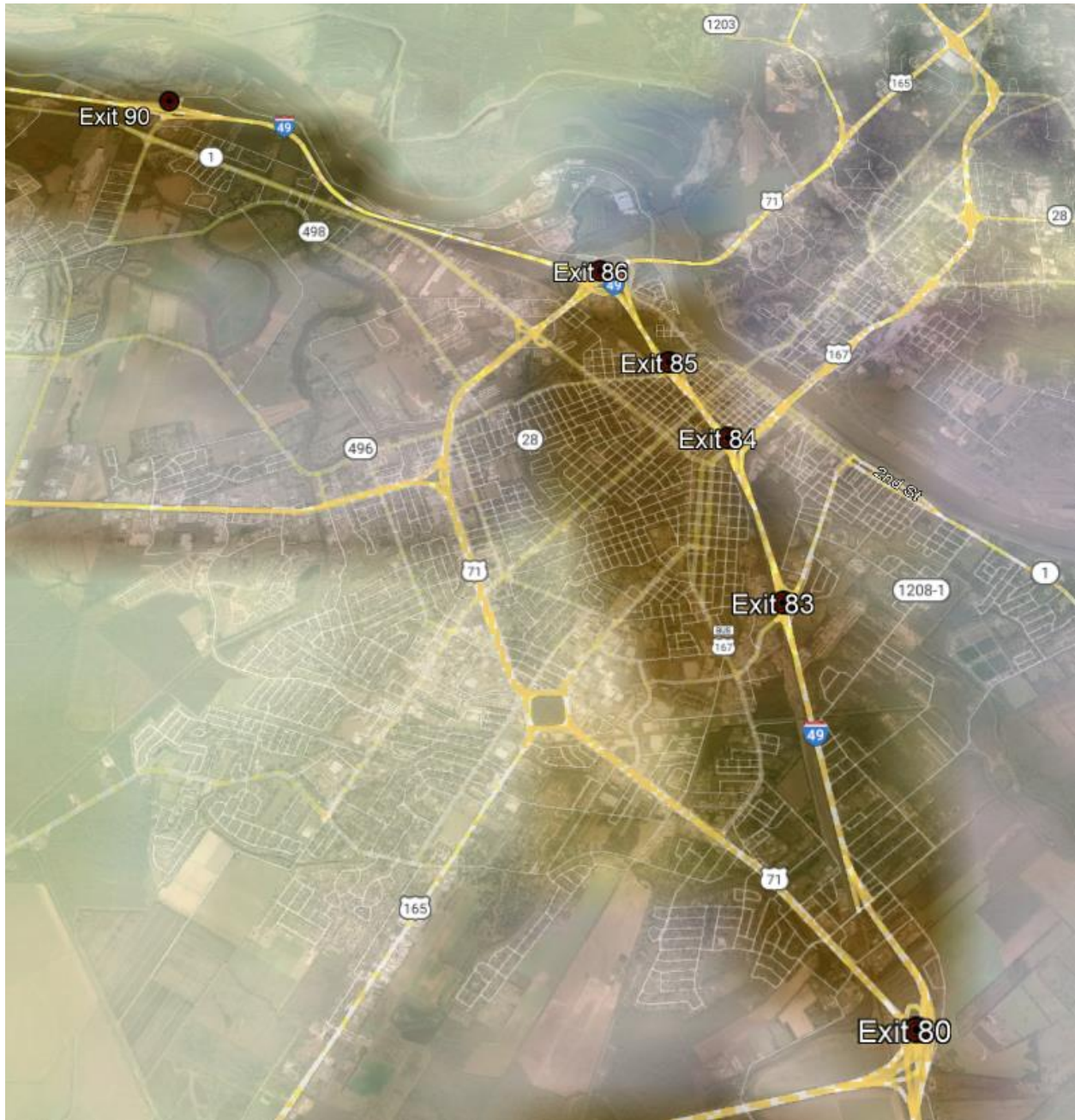
I-610

- Exit 1A – I-10 (West)
- Exit 1B – Canal Blvd
- Exit 2A – St. Bernard Ave.
- Exit 2B – US 90
- Exit 3 – Elysian Fields Ave
- Exit 4 – I-10 (East)



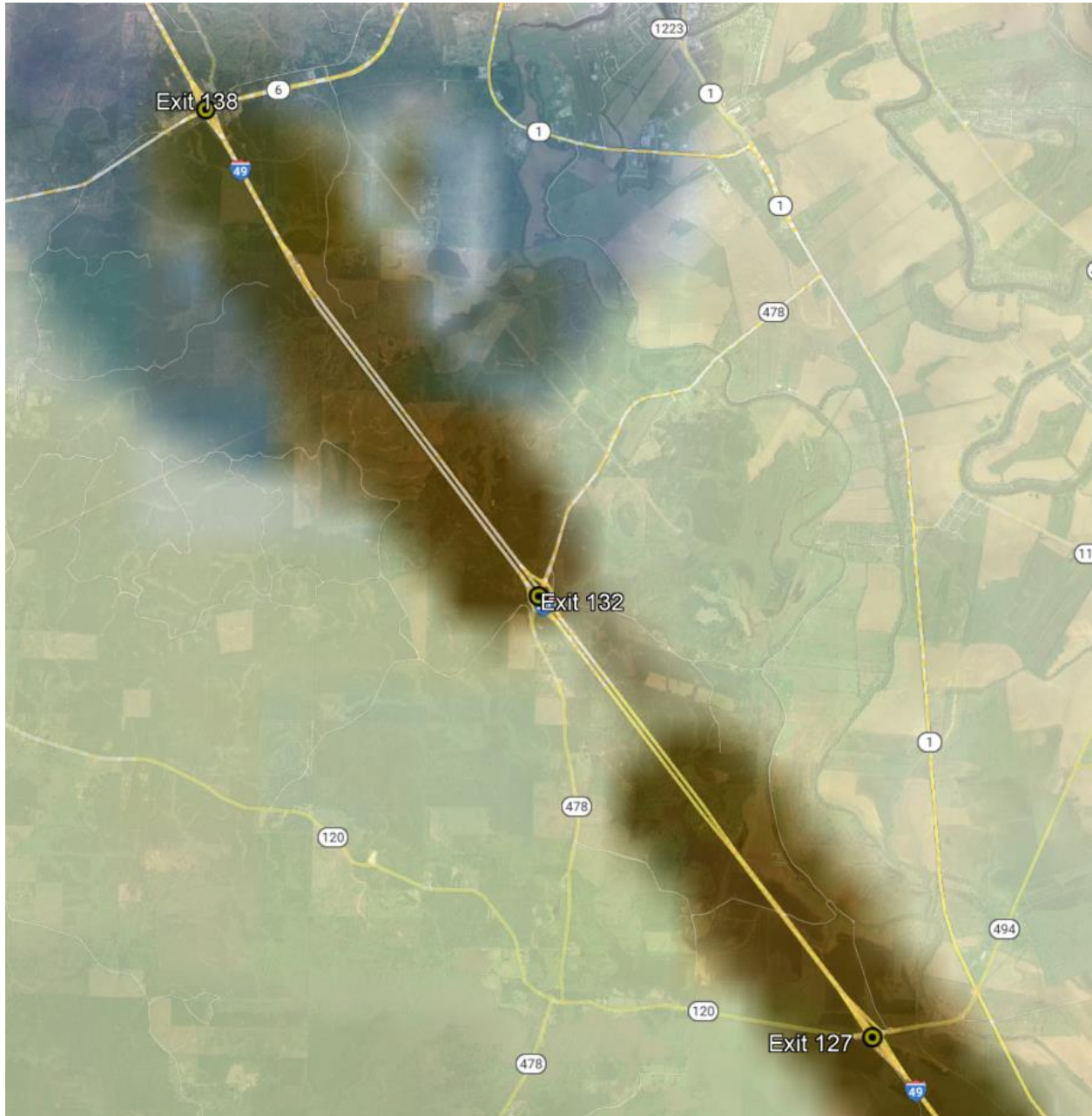
Group Q – I-49

- Exit 80 – US 71(South)
- Exit 83 – Broadway Ave.
- Exit 84 – US 167
- Exit 85 – Rapides Ave.
- Exit 86 – US 71(North)
- Exit 90 – LA 498



Group R – I-49

- Exit 127 – LA 120
- Exit 132 – LA 478
- Exit 138 – LA 6



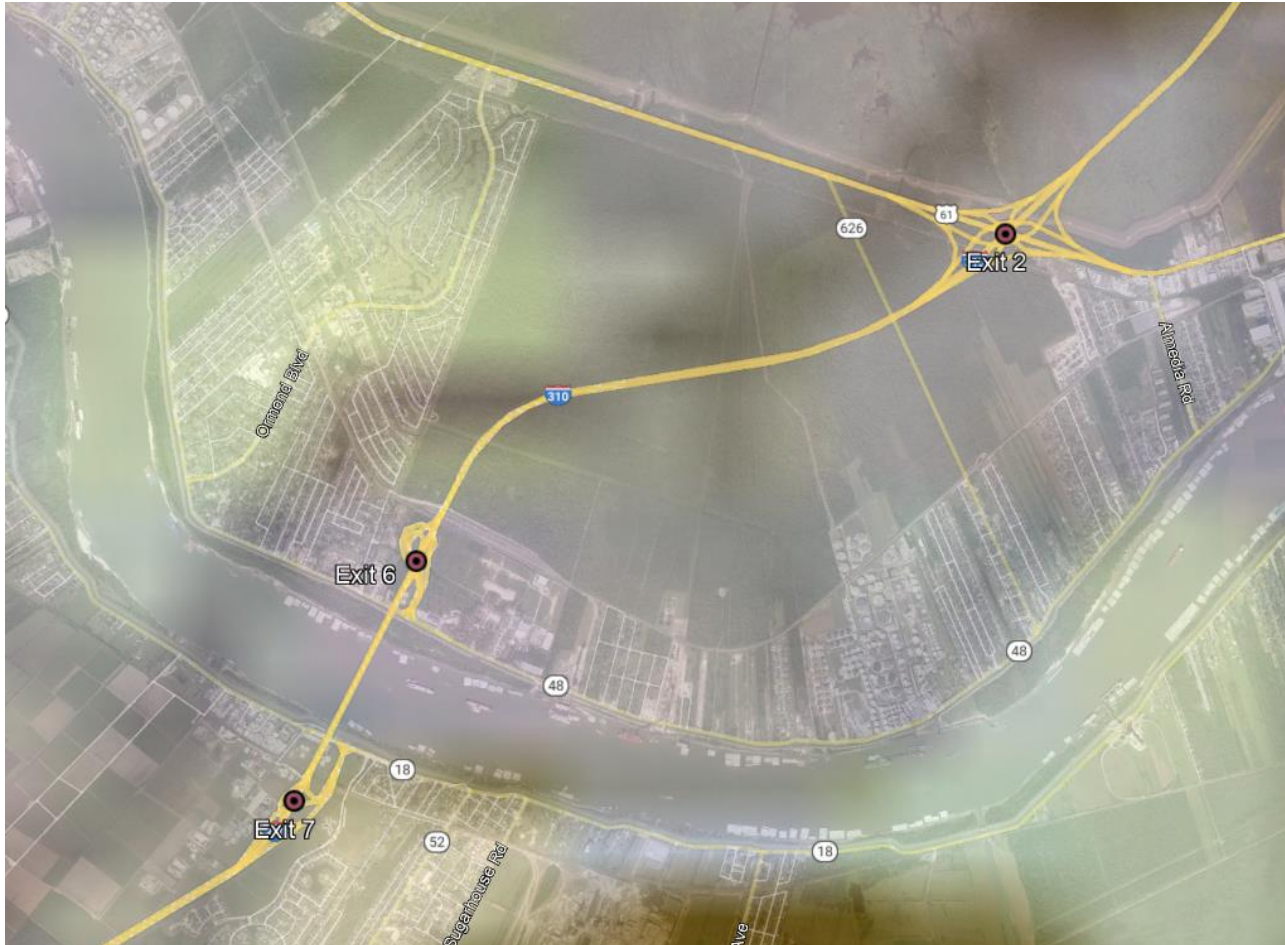
Group T – I-10

- Exit 182 – LA 70
- Exit 187 – US 61
- Exit 194 – LA 641



Group U – I-310

- Exit 2 – US 61
- Exit 6 – LA 48
- Exit 7 – LA 18



Questions and Addenda

If any Applicant discovers an inconsistency, error, or omission in this RFP, the Proposer shall request clarification. Any pre-proposal questions or inquiries must be submitted in writing and received no later than xx/xx/xxxx.

Questions about this Request for Proposal shall be sent via email to DOTD-EVProgram@la.gov. Questions are due by XX, 2023 for posting on DOTD's Electric Vehicle Infrastructure Program webpage:

http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Operations/Electric-Vehicle/Pages/default.aspx

LADOTD will post replies to Applicant-submitted questions typically within 3 business days. Applicants are not to contact any other office, including LADOTD District offices, for responses to questions. Replies are available for viewing at the following URL:

http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Operations/Electric-Vehicle/Pages/default.aspx

No RFP inquiries will be accepted after midnight on xx/xx/xxxx.

LADOTD will issue addenda in response to any significant changes in the RFP. LADOTD will post all addenda to the following LADOTD website for viewing:

http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Operations/Electric-Vehicle/Pages/default.aspx

Additional Pertinent Websites:

[FHWA National Electric Vehicle Infrastructure \(NEVI\) Formula Program Guidance \(pdf\)](#)

[FHWA NEVI Program Frequently Asked Questions \(pdf\)](#)

[National Electric Vehicle Infrastructure Standards and Requirements](#)

[PART 680—NEVI Standards and Requirements](#)

The Proposers are responsible for monitoring the websites above for current requirements, answers and addenda.

Acronyms/Definitions

AC – Alternating Current
AFC – Alternative Fuel Corridor
CCS 1 – Combined Charging System or plug type for DC Fast Charging
CIRP – Cyber Incident Response Plan
Connector – Plug that connects the electric vehicle to the charging equipment
DC – Direct Current
DC Fast Charging – High power charging 400-800 volt, 150-600 amps, 3 phase
EV – Electric Vehicle
EVSE – Electric Vehicle Supply Equipment
FHWA– Federal Highway Administration
Grantee – Direct Recipient
Justice40 – Federal program outlining 40% of federal climate investments go directly to frontline communities most affected by poverty and pollution
kW – Kilowatt (1,000 watts)
kWh – Kilowatt Hour (1,000 watts for 1 hour)
LADOTD – Louisiana Department of Transportation and Transportation
NACS – North American Charging Standard, plug type for DC Fast Charging
NEVI – National Electric Vehicle Infrastructure
NTP – Notice to Proceed
O&M – Operations and Maintenance
POP – Period of Performance (5 years from Final Acceptance)
Port – Charging outlet, usually on a pedestal design with connectors for charging electric vehicles
Site – Physical location where electric vehicles charge
3 Phase – Electrical supply from 3 power lines

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

AND

[INSERT LEGAL NAME OF CONTRACTOR]

STATE PROJECT NUMBER

FEDERAL PROJECT NUMBER

NATIONAL ELECTRIC VEHICLE INFRASTRUCTURE FORMULA PROGRAM

LOUISIANA DEPLOYMENT PLAN

This AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 202__ (“Effective Date”), in duplicate originals, by and between the State of Louisiana Department of Transportation and Development (hereinafter referred to as “DOTD”) and the [Entity Name], [Description and Domicile of Entity] (hereinafter referred to as “Grantee” or “Contractor”), each represented herein by its duly authorized representative, for the public purposes hereinafter stated.

WHEREAS, the National Electric Vehicle Infrastructure (“NEVI”) Formula Program is administered at the federal level by the Federal Highway Administration (“FHWA”) and the U.S. Departments of Energy and Transportations to form the Joint Office of Energy and Transportation (hereinafter “Joint Office”);

WHEREAS, the Governor of the State of Louisiana designated DOTD as the agency responsible for the administration and coordination of the Louisiana Electric Vehicle Infrastructure Deployment Program for the State;

WHEREAS, DOTD has developed a set of guidelines relating to the procedures that must be adhered to by grantees before receiving financial assistance under this program;

WHEREAS, the purpose of this Agreement is to establish a formal understanding between the two parties that the terms and conditions set forth in the guidelines will be followed;

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants, and representations herein contained, the Parties hereby incorporate the Recitals by reference and agree as follows:

ARTICLE 1: PURPOSE AND SCOPE

1.1 The purpose of this Agreement is to provide for the statewide deployment of electric vehicle charging infrastructure of which the main activities include the acquisition, installation, operation, and maintenance of publicly accessible Direct Current Fast Charging (DCFC) at Electric Vehicle Supply Equipment (EVSE) stations along designated alternative fueling corridors.

1.2 For purposes of identification and record keeping, State Project Number [Insert_Number] and Federal Project Number [Insert_Number] have been assigned to the project under this Agreement. All correspondence and other documents submitted to DOTD in connection with this Project shall be identified with the State and Federal Project Numbers.

ARTICLE 2: TERM OF CONTRACT

2.1 The term of this Agreement shall commence on the Effective Date and shall remain in effect until five years after initial operation, unless terminated earlier in accordance with Article VIII herein.

ARTICLE 3: FUNDING

3.1 In consideration of the services described herein, and subject to compliance with the terms of this Agreement, DOTD hereby agrees to reimburse the Grantee a maximum amount not to exceed 80% of [INSERT AMOUNT] for all eligible costs. Costs eligible for reimbursement are limited to costs directly related to the acquisition, installation, operation, and maintenance of infrastructure and utilities for the first five years of operation of the electric vehicle charging station.

3.2 Grantee hereby agrees it shall contribute a minimum of 20% in funds from non-federal sources in an amount sufficient to assure payment of actual project costs. Such funds are an at-risk investment of the Grantee and DOTD the source of such funds. Grantee shall be responsible for all expenses required to fulfill the terms of this Agreement.

3.3 Grantee further agrees to provide to DOTD a business plan that includes a) Project Overview and Goals; b) Project Team and Qualifications; c) Project Approach; d) Project Schedule; and e) Operation and Maintenance Plan.

3.4 Grantee shall bear sole responsibility for payment of taxes, if any, from the funds received under this Agreement, supplements, and/or legislative appropriations, and shall identify under the Federal Tax Identification Number **[INSERT NUMBER]**.

3.5 Five percent (5%) of the total reimbursable amount is subject to withholding by DOTD as retainage. At the end of each operational year of the required five (5) year period of performance, DOTD shall disburse one fifth of the retainage held for each year, after approval of the Grantee's quarterly reports for the previous year.

ARTICLE 4: REQUIRED FEDERAL PROVISIONS

4.1 FHWA Form 1273.

The work performed pursuant to this contract will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules, and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, Form FHWA 1273," are included as **Attachment [A]** and incorporated as provisions to this Agreement. Whenever in said required contract provisions references are made to:

4.1.1 "contracting officer", or "authorized representative", such references shall be construed to mean DOTD or its Authorized Representative;

4.1.2 "contractor", "prime contractor", "bidder", "Federal-aid construction contractor", "prospective first tier participant", or First Tier Participant such references shall be construed to mean the Grantee or Contractor or its authorized representative;

4.1.3 "contract", "prime contract", Federal-aid construction contract" or "design-build contract" such references shall be construed to mean the Agreement between the Grantee or Contractor and DOTD;

4.1.4 "subcontractor", "supplier", "vendor", "prospective lower tier participant" "lower tier prospective participant", Lower Tier participant" or "lower tier subcontractotr", such references shall be construed to mean any Subcontractor or Supplier; and

4.1.5 "department", "agency", "department or agency with which this transaction originated" or "contracting agency ", such references shall be construed to mean DOTD, except where a different department or agency or officer is specified.

4.2 Build America Buy America.

Pursuant to the Build America Buy America ("BABA") provisions of the Infrastructure Investment and Jobs Act ("IIJA") enacted on November 15, 2021 (Pub. L. No. 117-58), all iron and steel materials (including the application of a coating), manufactured products manufactured in the United States and having the cost of the components greater than 55 percent of the total cost of all components of the manufactured product, as well as

construction materials permanently installed in the project, shall be manufactured and produced in the United States, unless a waiver of these provisions is granted.

4.2.1 Contractor Certification and Certification Submission.

The Contractor shall provide certification of intent to conform to BABA with their completed contract documents, through transmittal of a completed certification document. The certification document, “DOTD’s Bidder's Build America, Buy America Certification Form”, will be provided in the federal package with the other required federal documents, and shall be the only form acceptable for use in certification of intent to conform to BABA. The contractor shall provide a separate Certification Form from the supplier for each applicable material.

4.2.2 Waiver.

The Contractor will be allowed minimal use of foreign steel and iron materials without waiver provided the cost of these materials does not exceed 0.1 percent of the total contract cost or \$2,500, whichever is greater. However, the contractor shall make written request to DOTDEVProgram@la.gov for permission to use such foreign materials and shall furnish a listing of the materials, their monetary value, and their origin and place of production.

4.2.3 Records Retention.

The contractor shall retain any and all records pertaining to or relating with the contractor’s BABA certification and processes for a period of not less than five years after final acceptance of the construction project.

4.2.4 Inspection.

At DOTD’s sole discretion, DOTD shall have the right to inspect or audit any and all records pertaining to or relating with the contractor’s BABA certification and processes.

4.3 Davis-Bacon Federal Wage Rate Requirements.

4.4 Americans with Disabilities Act.

The Americans with Disabilities Act of 1990 (ADA), and implementing regulations, apply to EV charging stations by prohibiting discrimination on the basis of disability by public and private entities. EV charging stations must comply with applicable accessibility standards adopted by the Department of Transportation into its ADA regulations (49 CFR part 37) in 2006, and adopted by the Department of Justice into its ADA regulations (28 CFR parts 35 and 36) in 2010. Contractor agrees to construct and/or install EV charging stations in compliance with the ADA and implementing regulations.

4.5 Title VI of the Civil Rights Act of 1964.

Title VI of the Civil Rights Act of 1964, and implementing regulations, apply to this program to ensure that no person shall, on the grounds of race, color, or national origin, be

excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Contractor agrees to refrain from excluding from participation in, denying the benefits of, or subjecting to discrimination

4.6 Title VIII of the Civil Rights Act of 1968 (Fair Housing Act).

Contractor shall comply with all applicable requirements of Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), and implementing regulations.

4.7 Uniform Relocation Assistance and Real Property Acquisition Act (URA).

If applicable, Contractor shall comply with the Uniform Relocation Assistance and Real Property Acquisition Act, and implementing regulations, which establish minimum standards for federally funded programs and projects that involve the acquisition of real property (real estate) or the displacement or relocation of persons from their homes, businesses, or farms.

4.8 National Environmental Policy Act of 1969.

Contractor shall comply with the National Environmental Policy Act of 1969 (NEPA), the Council on Environmental Quality's NEPA implementing regulations, and agency NEPA procedures applicable to this program.

ARTICLE 5: INSTALLATION, OPERATION, AND MAINTENANCE

5.1 The Contractor shall install, operate, and maintain all chargers in compliance with 23 C.F.R. §680.106, including but not limited to the following:

5.1.1 Number of Charging Ports. When including DCFCs located along and designed to serve users of designated AFCs, charging stations must have at least four network-connected DCFC charging ports and be capable of simultaneously charging at least four EVs. In other locations, EV charging stations must have at least four network-connected (either DCFC or AC Level 2 or a combination of DCFC and AC Level 2) charging ports and be capable of simultaneously charging at least four EVs.

5.1.2 Connector Type. All charging connectors must meet applicable industry standards. Each DCFC charging port must be capable of charging any CCS-compliant vehicle and each DCFC charging port must have at least one permanently attached CCS Type 1 connector. In addition, permanently attached CHAdeMO (www.chademo.com) connectors can be provided using only FY2022 NEVI Funds. Each AC Level 2 charging port must have a permanently attached J1772 connector and must charge any J1772-compliant vehicle.

5.1.3 Power Level.

(1) DCFC charging ports must support output voltages between 250 volts DC and 920 volts DC. DCFCs located along and designed to serve users of designated AFCs must have a continuous power delivery rating of at least 150 kilowatt (kW) and supply power according to an EV's power delivery request up to 150 kW, simultaneously from each charging port at a charging station. These corridor-serving DCFC charging stations may conduct power sharing so long as each charging port continues to meet an EV's request for power up to 150 kW.

(2) Each AC Level 2 charging port must have a continuous power delivery rating of at least 6 kW and the charging station must be capable of providing at least 6 kW per port simultaneously across all AC ports. AC Level 2 chargers may conduct power sharing and/or participate in smart charge management programs so long as each charging port continues to meet an EV's demand for power up to 6 kW, unless the EV charging customer consents to accepting a lower power level.

5.1.4 Availability. Charging stations located along, designed to serve users of designated Alternative Fuel Corridors must be available for use, and sited at locations physically accessible to the public 24 hours per day, 7 days per week, year-round. Charging stations not located along or not designed to serve users of designated Alternative Fuel Corridors must be available for use and accessible to the public at least as frequently as the business operating hours of the site host. This section does not prohibit isolated or temporary interruptions in service or access because of maintenance or repairs or due to the exclusions outlined in § 680.116(b)(3).

5.1.5 Equipment certification. Grantees must ensure that an Occupational Safety and Health Administration Nationally Recognized Testing Laboratory certify all chargers and that all AC Level 2 chargers are ENERGY STAR certified. DCFC and AC Level 2 chargers should be certified to the appropriate Underwriters Laboratories (UL) standards for EV charging system equipment.

5.1.6 Customer service. Grantees must ensure that EV charging customers have mechanisms to report outages, malfunctions, and other issues with charging infrastructure. Charging station operators must enable access to accessible platforms that provide multilingual services. Grantees must comply with the American with Disabilities Act of 1990 requirements and multilingual access when creating reporting mechanisms.

5.2 The Contractor shall ensure that the workforce installing, maintaining, and operating chargers has appropriate licenses, certifications, and training to ensure that the installation and maintenance of chargers is performed safely by a qualified and increasingly diverse workforce of licensed technicians and other laborers.

5.2.1 Except as provided in 5.1.2, all electricians installing, operating, or maintaining electric vehicle supply equipment (EVSE) must meet one of the following requirements:

(1) Certification from the Electric Vehicle Infrastructure Training Program (EVITP).

(2) Graduation or a continuing education certificate from a registered apprenticeship program for electricians that includes charger-specific training and is developed as a part of a national guideline standard approved by the U.S. Department of Labor in consultation with the U.S. Department of Transportation.

5.2.2 For projects requiring more than one electrician, at least one electrician must meet the requirements above, and be enrolled in an electrical registered apprenticeship program.

5.2.3 All other onsite, non-electrical workers directly involved in the installation, operation, and maintenance of chargers must have graduated from a registered apprenticeship program or have appropriate licenses, certifications, and training as required by the State.

5.3 The Grantee shall operate and maintain all Project facilities and/or improvements financed under this Agreement in compliance with 23 C.F.R. Part 680 for a period of not less than five (5) years from the initial date of operation.

5.4 If the Grantee is unable to fulfill the five (5) year obligation, the Grantee must work with DOTD to assign a new operator at the site or the Grantee shall pay back Project funds prorated for the portion of the remaining five (5) years.

ARTICLE 6: RECORDS RETENTION AND RIGHT TO AUDIT, TEST AND INSPECT

6.1 Grantee and its subcontractors shall retain complete and readily accessible records including, but not limited to, all books, data, documents, papers, accounting records, and any other material related in whole or in part to this Agreement.

6.2 Grantee and its subcontractors shall make such records available at their respective offices at all reasonable times throughout the duration of the Project and for three years from the date of final payment for inspection by the DOTD and/or Legislative Auditor, the FHWA, or any other agency duly authorized to inspect or audit records related to this Agreement. If Grantee fails to produce records, Grantee will be required to refund the financial assistance provided through this Agreement.

6.3 Record retention may extend beyond three years if any of the following apply:

- (a) If any litigation, claim, or audit commences before the expiration of the three (3) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the Grantee is notified in writing to extend the retention period.
- (c) If an appeal arises under the "Disputes" clause of this Agreement.

6.4 It is hereby understood and agreed that duly authorized representatives of Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration

shall have the option of auditing all accounts of any party that relate to this Agreement. The State of Louisiana may audit grantee in accordance with La. R.S. 24:513.

6.5 The State of Louisiana shall have the authority and right to access the property to inspect the electric vehicle charging infrastructure. The Grantee shall permit the State of Louisiana through DOTD to inspect the infrastructure not less than twenty-four (24) hours' notice.

6.6 DOTD shall have the right to test the electric vehicle charging infrastructure and any data sharing connections.

ARTICLE 7: DISPUTES

Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties hereto shall be referred to the DOTD's Secretary for determination, whose decision in the matter shall be final and conclusive on the parties hereto.

ARTICLE 8: TERMINATION OR SUSPENSION

8.1 Termination for Cause. The DOTD may terminate the financial assistance, in whole or in part, upon written notice to the Grantee that it has failed to comply with the terms and conditions of the Agreement. In connection with such termination, payments made to the Grantee or recoveries by the DOTD, and/or FHWA shall be in accord with the legal rights and liabilities of the parties.

8.2 Termination for Convenience. DOTD may terminate the financial assistance, in whole or in part, upon 30 days written notice to the Grantee.

8.3 Termination by Mutual Consent. DOTD and the Grantee may terminate the financial assistance, in whole or in part, by mutual agreement and consent of the parties hereto.

8.4 Reduction in Funding. DOTD reserves the right to terminate the financial assistance due to the withdrawal or reduction of State or Federal funding for the Project.

8.5 Suspension. The DOTD reserves the right to suspend the financial assistance and withhold further payments or prohibit the Grantee from incurring additional obligations pending corrective action by the Grantee.

ARTICLE 9: SECURITY

9.1 Grantees must implement physical and cybersecurity strategies consistent with the Louisiana Electric Vehicle Infrastructure Deployment Plan to ensure charging station operations protect consumer data and protect against the risk of harm to, or disruption of, charging infrastructure and the grid.

9.2 Physical security strategies may include topics such as lighting; siting and station design to ensure visibility from onlookers; driver and vehicle safety; video surveillance; emergency call boxes; fire prevention; charger locks; and strategies to prevent tampering and illegal surveillance of payment devices.

9.2.1 Must utilize anti-tamper techniques to prevent, deter, and detect unauthorized physical access. [DOT 5.2.4 (SSH-06); NIST 800-53 Rev5: AT-3(2), PE-3; ENCS 4.3.1; DOE 8.1 (8.1.1, 8.1.2)]

9.2.2 Unexpected or unauthorized accesses must be immediately communicated. [DOE A.2; NISTIR]

9.3 Cybersecurity strategies may include the following topics: user identity and access management; cryptographic agility and support of multiple PKIs; monitoring and detection; incident prevention and handling; configuration, vulnerability, and software update management; third-party cybersecurity testing and certification; and continuity of operation when communication between the charger and charging network is disrupted.

9.3.1 Identity, Credential, and Access Management. [23 CFR §680.114(a)(2); 23 CFR §680.106(h)(2)]

Access must be authenticated and authorized. [NIST 800-53 Rev5: AC-2; IA-2, IA-3]

Must use multi-factor authentication. [NIST 800-53: IA-2, IA-5]

9.3.2 Configuration, Vulnerability, and Update Management. [23 CFR §680.106(h)(2); 23 CFR §680.114(a)(2) and (3)]

Authenticity and integrity of applied updates must be ensured and violations are reported. [NIST 800-53 Rev5: SA-22; NIST 800-40v2]

Security updates must be timely applied. [NIST 800-53 Rev5: SI-7]

9.3.3 Secure Payment. [23 CFR §680.106(f)]

Payment systems must comply with current payment card industry security standards. [PCI DSS v4.0]

Payment terminals must be EMVCo L1 Certified. [EMV]

9.3.4 Secure Communications. [23 CFR §680.114(a)-(d); 23 CFR §680.106(l); 23 CFR §680.106 (h)(2); 23 CFR 680.114(a)(2)]

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

Personal information will be minimally collected and must be protected throughout its life cycle. [NIST 800-53 Rev5:AC-16]

All data must reside in the United States throughout its life cycle and is administered by those who have undergone background screening. [CSA; FedRAMP; NIST 800-53 Rev5: PS-3, SA-9(4), SA-9(5)]

ARTICLE 10: DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

There is no Disadvantaged Business Enterprise (DBE) goal associated with this project. However, the Grantee agrees to comply with federal Justice40 goals by implementing initiatives to ensure that at least forty percent of the funds received under the program benefit historically underserved communities. These communities include the Tribal Nation, Women, Black, Latino, Asian American Pacific, Indigenous, and other underrepresented groups. Justice40 goals related to the NEVI Formula Program may be achieved by site locations in disadvantaged communities; ownership by a member of a historically underserved group; workforce development; apprenticeships or on-the-job training in construction, operation, and maintenance; Louisiana-certified DBE participation; affordable charging rates; and other innovative means.

ARTICLE 11: REPORTING REQUIREMENTS

11.1 Quarterly Reports. The Contractor shall ensure the following data is submitted to DOTD on a quarterly basis:

11.1.1 The charging station name or identifier used to identify the charging station in data made available to third-parties in 23 C.F.R. §680.116(c)(1).

11.1.2 The charging port identifier used to identify the charging port in data made available to third-parties in 23 C.F.R. §680.116(c)

11.1.3 Charging session start time, end time, and any error codes associated with an unsuccessful charging session by port

11.1.4 Energy (kWh) dispensed to EVs per charging session by port

11.1.5 Peak session power (kW) by port

11.1.6 Payment method associated with each charging session

11.1.7 Charging station port uptime, T_outage, and T_excluded calculated in accordance with the equation in 23 C.F.R. § 680.116(b) for each of the previous three months

11.1.8 Duration (minutes) of each outage

11.2 Annual Reports. Beginning in 2024, Grantees must ensure the following data is submitted on an annual basis, on or before March 1, in a manner prescribed by FHWA.

11.2.1 Maintenance and repair cost per charging station for the previous year.

11.2.2 The Grantee shall submit to DOTD an annual report summarizing operation and maintenance activities. Such report shall be submitted on or before June 30th of each fiscal year for five (5) years.

11.2.3 For private entities identified in paragraph 11.3.1, identification of and participation in any State or local business opportunity certification programs including but not limited to minority-owned businesses, Veteran-owned businesses, woman-owned businesses, and businesses owned by economically disadvantaged individuals.

11.3 One-time Report. Beginning in 2024, States and other direct recipients must ensure the following data is collected and submitted once for each charging station, on or before March 1 of each year, in a manner prescribed by the FHWA. Any one-time data made public will be aggregated and anonymized to protect confidential business information.

11.3.1 The name and address of the private entity(ies) involved in the operation and maintenance of chargers.

11.3.2 Distributed energy resource installed capacity, in kW or kWh as appropriate, of asset by type (e.g., stationary battery, solar, etc.) per charging station

11.3.3 Charging station real property acquisition cost, charging equipment acquisition and installation cost, and distributed energy resource acquisition and installation cost

11.3.4 Aggregate grid connection and upgrade costs paid to the electric utility as part of the project, separated by:

(1) Total distribution and system costs, such as extensions to overhead/underground lines, and upgrades from single-phase to three-phase lines; and

(2) Total service costs, such as the cost of including poles, transformers, meters, and on-service connection equipment.

11.4 Inspections. Grantee agrees to allow DOTD to perform periodic inspections of its charging stations to ensure the stations are operable and compliant with federal requirements. Grantee shall allow DOTD access to all documents, in whatever form, necessary for reporting purposes and ensuring compliance with federal and contractual requirements.

ARTICLE 12: ENERGY CONSERVATION

The Grantee agrees to comply with the mandatory energy standards and policies of energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321, et seq. The Grantee agrees to perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, “Requirements for Energy Assessments,” 49 C.F.R Part 622, subpart C, if applicable.

ARTICLE 13: PROGRAM FRAUD

13.1 Civil Fraud. The Grantee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its activities pertaining to this Project. Upon execution of this Agreement, the Grantee certifies and affirms the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that it has made, it makes, it may make, or causes to be made, pertaining to this Agreement or the federally funded assisted project for which work is being performed. In addition to other penalties that may be applicable, the Grantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Grantee to the extent the Federal Government deems appropriate.

13.2 Criminal Fraud. The Grantee acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001. If the Grantee provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal program under 49 U.S.C. 53 or any other applicable federal law, 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 or other applicable federal law to the extent the Federal Government deems appropriate.

ARTICLE 14: INDEMNIFICATION

14.1 The Grantee agrees and obligates itself, its successors and assigns to protect, defend, indemnify, save and hold harmless the DOTD, its officials, officers, agents, servants, employees, and volunteers from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property resulting from any violation of State or Federal law, any negligent act or omission by the Grantee, its representative, its agents, servants, and employees.

14.2 Further, the Grantee agrees that it shall defend, hold harmless and indemnify DOTD, its officials, officers, agents, servants, employees, and volunteers, against any and all claims, demands, suits, actions (*ex contractu*, *ex delictu*, quasi-contractual, statutory or otherwise), judgments of sums of money, attorney’s fees and court costs, to any party or third person including, but not limited to, amounts for loss of life or injury or damage to persons, property or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of the Grantee or any of the above, growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of the Grantee, its employees, servants, contractors, or any person engaged in or in connection with this Agreement. Grantee shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

ARTICLE 15: CONTROLLING LAW / LEGAL COMPLIANCE / VENUE

15.1 The validity, interpretation, and performance of this Agreement shall be controlled and constructed in accordance with the laws of the State of Louisiana. In the event of default by either Party, the aggrieved Party shall have all rights granted by the general laws of the State of Louisiana.

15.2 The Parties shall comply with all applicable federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Government Ethics (LSA-R.S. 42:1101, et seq.) in carrying out the provisions of this Agreement.

15.3 The exclusive venue for any suit arising out of this Agreement shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, State of Louisiana.

ARTICLE 16: ASSIGNMENTS

The Grantee may not assign any interest in this Agreement by assignment, transfer, or novation without prior written consent of the other Party.

ARTICLE 17: THIRD PARTIES

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.

ARTICLE 18: OWNERSHIP

Nothing in this Agreement shall construe to create or vest in DOTD any ownership interest in, or responsibility for, any electric vehicle charging station(s) to be improved or built under this Agreement.

ARTICLE 19: SEVERABILITY

If any term, covenant, condition, or provision of this Agreement of the application thereof to any person or circumstances shall, at any time or to any extent, be invalid and unenforceable, the remainder of this Agreement, or the application of such term, covenant condition, and provision of this Agreement shall be valid and be enforced to the fullest extent of the law.

ARTICLE 20: LIQUIDATED DAMAGES

If the average annual uptime for a charging port is less than or equal to ninety-seven percent (97%), DOTD will access liquidated damages pursuant to Section seven (7) of the RFP.

The liquidated damages are not assessed as a penalty and is based on the number of days of “downtime” for each charging port during an annual period.

ARTICLE 21: PROVISION OF LAW DEEMED INSERTED

Each provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein. The agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the agreement shall forthwith be amended to make such insertion or correction.

ARTICLE 22: APPLICABILITY TO SUBCONTRACTS

The Grantee agrees that all contracts it awards pursuant to this Agreement shall comply with the forgoing terms and conditions hereto.

ARTICLE 23: GRANTEE’S PROPERTY RIGHTS

The Grantee agrees to acquire adequate property interests. Such property rights are required and are in accordance with Title 23 CFR 1.23.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

Witnesses:

GRANTEE NAME

(Witness for First Party)

(Witness for First Party)

(Typed Name and Title)

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

BY: _____

(Witness for Second Party)

Secretary/Desiginee

RECOMMENDED FOR APPROVAL

(Witness for Second Party)

BY: _____

Division Head