



NATIONAL ELECTRIC VEHICLE INFRASTRUCTURE FORMULA PROGRAM

NOTICE OF FUNDING OPPORTUNITY



DRAFT – October 2023

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ATTACHMENTS

- Attachment 1 – Technical Requirements
- Attachment 2 – Scope of Work
- Attachment 3 – Technical Application Form
- Attachment 4 – Cost Proposal Form
- Attachment 5 – Utility Data Request Form
- Attachment 6 – Draft Agreement
- Attachment 7 – Wage Rates
- Attachment 8 – FHWA Form 1273
- Attachment 9 – Example Letter of Credit

1.0 OVERVIEW

1.1 Background

Congress passed the Bipartisan Infrastructure Law (BIL), also referred to as the Infrastructure Investment and Jobs Act (IIJA), on November 15, 2021, which included the **National Electric Vehicle Infrastructure (NEVI) Formula Program**. The NEVI Formula Program provides dedicated funding to construct electric vehicle (EV) charging infrastructure across the country, establishing a network.

The NEVI Formula Program supports the acquisition, installation, operation, and maintenance of direct-current, fast-charging (DCFC) infrastructure. Starting in 2022, Iowa was eligible for \$51,374,369 in NEVI Formula funds over a 5-year period. Iowa's formula allocations thus far include \$7,604,168 in federal fiscal year (FFY) 2022, \$10,942,483 in FFY 2023, and an anticipated \$10,942,559 in FFY 2024. The first round of funding awards issued by Iowa DOT are expected to include between 2 and 3 fiscal years' of funding allocations.

1.2 Introduction

The Iowa Department of Transportation (Iowa DOT) is seeking Applicants for this Notice of Funding Opportunity (NOFO) to participate in the deployment of NEVI-compliant charging infrastructure across the state. The NOFO published under this competitive selection provides available funding for updates to existing EV charging sites and new EV charging sites along identified Alternative Fuel Corridors (AFC) that meet the NEVI Formula Program requirements.

Iowa DOT's goal is to deploy EV charging infrastructure strategically to support the development of convenient, accessible, reliable, and equitable EV charging infrastructure along the designated AFCs.

This NOFO focuses on design, construction, acquisition, installation, operations, maintenance, and ownership of EV charging infrastructure at locations near the interstate system where there is a lack of EV charging sites (Priority Zone Segments). Iowa DOT will not own or operate any of the EV charging infrastructure. The EV charging infrastructure and project sites will not be located within state-owned right-of-way. This NOFO includes requirements for DCFC equipment, site selection, installation, operations and maintenance, and reporting.

This NOFO also includes information on the process by which competitive selections will be awarded, funding match levels and requirements, project eligibility, funding priorities, activities eligible for reimbursement, and other information that will help Applicants plan their project and submit an application.

2.0 ATTACHMENTS AND REFERENCE DOCUMENTS

2.1 Attachments

The following attachments are incorporated into and made part of this NOFO by reference:

- Attachment 1 – Technical Requirements
- Attachment 2 – Scope of Work
- Attachment 3 – Technical Application Form
- Attachment 4 – Cost Proposal Form
- Attachment 5 – Utility Data Request Form
- Attachment 6 – Draft Agreement
- Attachment 7 – Wage Rates
- Attachment 8 – FHWA Form 1273
- Attachment 9 – Example Letter of Credit

2.2 Reference Documents

Applicants are urged strongly to conduct their due diligence as it relates to the NEVI Formula Program and the federal, state, and local laws that apply to this funding. The following reference documents are available: *National Electric Vehicle Infrastructure Standards and Requirements, Federal Highway Administration (FHWA) NEVI Program Guidance, Bipartisan Infrastructure Law NEVI Program Fact Sheet, and the FHWA NEVI Program Frequently Asked Questions*. Applicants are also encouraged to review Iowa DOT's **NEVI program website**, and the **final Iowa Electric Vehicle Implementation Deployment Plan (EVIDP)** and subsequent updates.

3.0 APPLICANT ELIGIBILITY

3.1 Eligible Applicants

Eligible Applicants for this funding opportunity include, but are not limited to:

- For-profit businesses
- Privately owned electric utilities
- Non-profit organizations
- Teaming partnerships that include the above eligible entities as well as governmental entities and municipal utilities. A clear primary Applicant and point of contact are required.

3.2 Ineligible Applicants

Ineligible Applicants include:

- Governmental entities cannot be the primary applicant, but they can be part of a teaming partnership.
- Municipal utilities cannot be the primary applicant, but they can be part of a teaming partnership.
- Entities or individuals who are currently suspended or debarred by the state of Iowa or the federal government.

3.3 Application Limitations and Requirements

Each application can include only one charging site. Applicants may submit more than one application.

4.0 ELIGIBLE PROJECTS

4.1 Project Requirements

The NEVI Formula Program aims to establish a DCFC infrastructure network consisting of sites with a minimum of four ports capable of continuous charging at 150 kW concurrently. These sites shall be located no farther than 50 miles apart and shall not be located more than one driving mile from an AFC.

Funding for any agreement resulting from this NOFO will be paid entirely from NEVI Formula funds. All applicable requirements of Title 23 United States Code (U.S.C) and 2 Code of Federal Regulations (CFR) Part 200 apply to the administration of these funds. This includes, but is not limited to, 23 CFR 680, FHWA 1273, the Davis-Bacon Act, Attachment 7 – Wage Rates, the Americans with Disabilities Act of 1990 (ADA), Title VI of the Civil Rights Act of 1964, the National Environmental Policy Act of 1969 (NEPA), and the Build America, Buy America (BABA) Act. EV chargers funded under any agreement resulting from this NOFO will be covered by the **Build America, Buy America (BABA) Implementation Plan to Enhance Buy America for Electric Vehicle (EV) Chargers**. In addition to these requirements, the Awardee must comply with all other applicable federal, state, and local laws, standards, and requirements.

The Awardee will be required to provide at least a 20 percent contribution (Applicant Cost Share) in dollars to the overall project costs authorized by an Agreement between the Awardee and Iowa DOT.

4.2 Priority AFC Zones

At the request of Iowa DOT and the Iowa Economic Development Authority, FHWA has designated several AFCs within the state of Iowa (**Figure 1**). These designations are a result of demonstrated local interest, demand for charging stations along these corridors, and regional EV travel and traffic counts. For these corridors to be considered ready for long distance EV travel, EV charging sites must be located at intervals of 50 miles or less along the corridor and within 25 miles of the end of a corridor.

This NOFO includes Iowa DOT's Phase 1 deployment, which focuses on Iowa's AFCs: Interstate 29 (I-29), Interstate 35 (I-35), Interstate 80 (I-80), and Interstate 380 (I-380). Iowa DOT has identified 16 priority zones, listed in **Table 1**. These 16 zones represent the areas where one NEVI charging station could be located to build out the AFC in the most efficient manner. According to the scoring criteria defined in Section 6, applications for sites identified within these zones will be given additional points during the evaluation. However, Applicants are not required to submit an application for a site located within these 16 priority AFC zones. Iowa DOT will accept site applications at any interchange along any of the AFCs identified in Figure 1, as long as the site application meets the requirements defined in this NOFO, including being located within 1 driving mile of the AFC.

Iowa DOT expects to award as many sites as possible with the funding available for Phase 1 with no minimum or maximum award size per site. Iowa DOT reserves the right to make more or fewer awards upon receiving the full pool of applications and assessing the program's needs in relation to the objectives. To achieve the most efficient build out, Iowa DOT's specific location objectives for Phase 1 include:

- Not funding more than one site at an individual interchange,

- Maximizing coverage of the AFCs per the 50-mile and 25-mile spacing requirements,
- Minimizing overlapping coverage areas per the 50-mile spacing requirement.

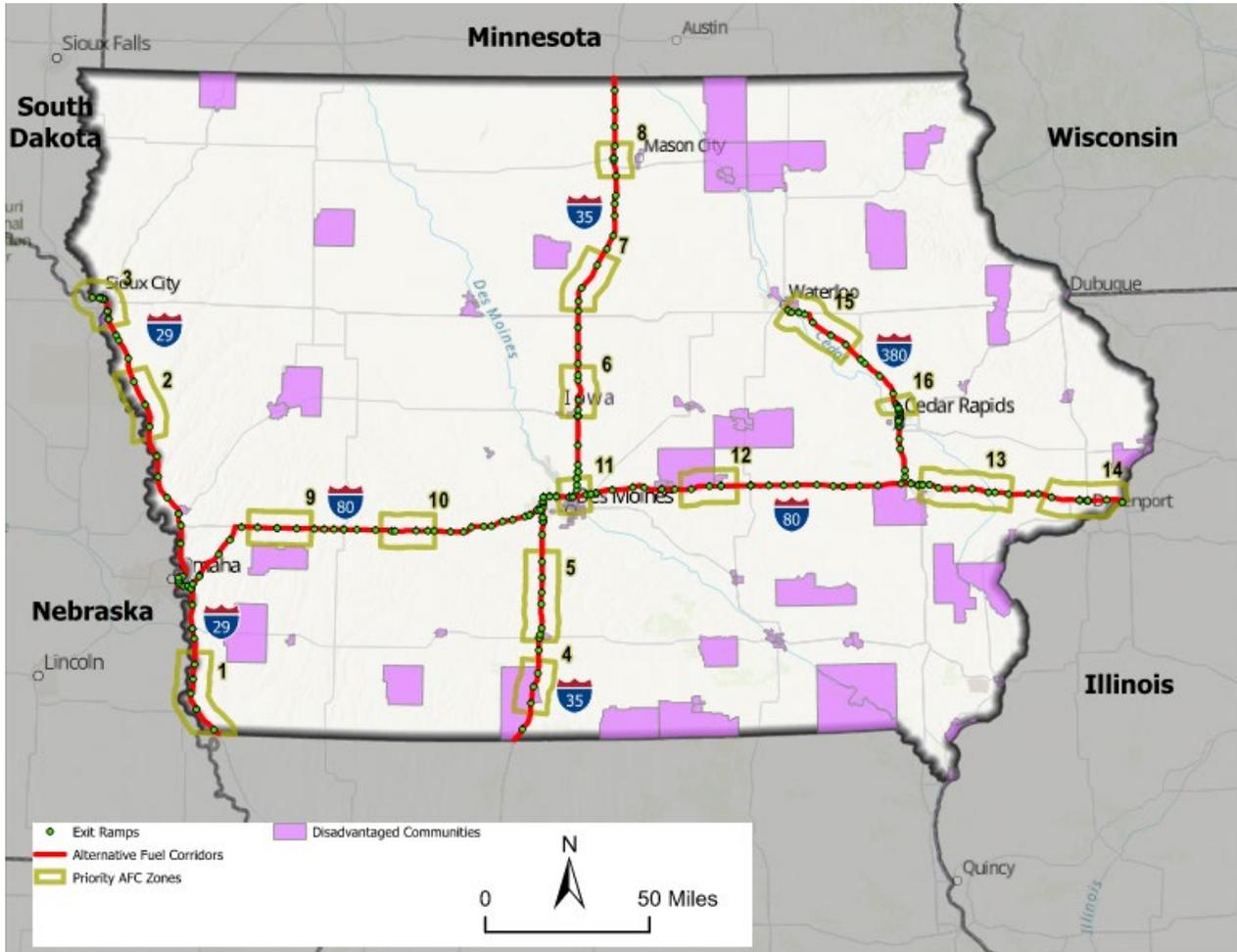


Figure 1: Iowa AFC Corridors and Identified Zones

Table 1: Priority Zones

ZONE	CORRIDOR	INTERCHANGE EXITS WITHIN ZONE
1	I-29	1, 10, 15, 20, 24
2	I-29	105, 112, 120
3	I-29	141, 143, 147A, 147B, 148, 149, 151
4	I-35	12, 18, 22
5	I-35	34, 36, 43, 47, 52, 56
6	I-35	113, 116, 123, 124
7	I-35	147, 151, 159
8	I-35	188, 193, 194, 197

ZONE	CORRIDOR	INTERCHANGE EXITS WITHIN ZONE
9	I-80	34, 40, 46
10	I-80	75, 76, 83, 86, 88
11	I-35, I-80	135, 136, 90, 92, 141
12	I-80	173, 179, 182
13	I-80	244, 246, 249, 254, 259, 265, 267, 271
14	I-80	284, 292, 295B, 301, 306
15	I-380	49, 55, 62, 66, 68, 70, 72
16	I-380	22, 23, 24A, 24B, 25

4.3 Eligible Costs

Awardees will be reimbursed for Eligible Costs according to the submitted Cost Proposal (Attachment 4). Applicants may apply for up to 80 percent federal cost share of the Eligible Costs, with a minimum required match of 20 percent from non-federal sources. The remaining project costs are the Applicant's responsibility. Eligible Costs are expenses deemed to be eligible by 23 CFR 680.

To be considered directly related to vehicle charging, items must be a necessary component in the EV charging station, be a necessary component to connect the EV charging station to the electricity source (or to supply power from the electricity source), enable management of electricity demand or back-up availability (if applicable), provide eligible signage to direct EVs to the charging station, or provide information to EV users about charging station use. This includes costs of new public EV charging stations and upgrades to existing EV charging stations.

Examples of Eligible Costs include:

1. Costs for purchase or lease of real estate
2. Costs for pre-construction work including environmental documents and studies, preliminary engineering, and related work
3. Construction costs (as defined under 23 U.S.C. 101(a)(4)) related directly to EV charging station
4. Costs for planning, permitting, acquisition, and installation of on-site distributed energy resource equipment (e.g., stationary batteries)
5. Costs to purchase or lease and install on-site electric service equipment (e.g., power meter, transformer, switch gear)
6. Costs of minor electric service and distribution grid updates (work necessary to provide adequate service and connect a charging station to the electric grid distribution network, similar to extending or upgrading existing power lines)
7. Costs to install signage at site
8. Costs for workforce development activities

9. Costs to procure, install, repair, upgrade, and/or replace existing EV charging equipment to meet NEVI minimum standards and requirements
10. Costs to procure and set up EV charging equipment related hardware and software
11. Costs to upgrade existing EV charging stations to meet ADA requirements
12. Costs to purchase and install proprietary adapters, including additional connector types and/or adapters on the required four charging ports with CCS connectors
13. Operation and maintenance (O&M) costs up to \$40,000 each year for the 5-year O&M period, including:
 - a. Cellular network fees, internet service fees, or similar fees
 - b. Hardware and software maintenance and repair costs, including service agreements with third-party contractors, charging equipment manufacturers, and warranties
 - c. Costs for EV charging infrastructure data sharing and reporting. This includes, to the extent practicable, costs related to the specific data sharing requirements of this program as well as costs of data sharing for all chargers and charging activities on the EV network
 - d. Costs for electricity demand
 - e. Other necessary operating costs deemed eligible by 23 CFR 680

4.4 Ineligible Costs

Ineligible Costs are expenses deemed to be ineligible by 23 CFR 680 as well as other applicable federal, state, and local laws.

Ineligible costs include, but are not limited to:

1. Costs incurred prior to a fully executed agreement with Iowa DOT
2. Costs not related directly to vehicle charging
3. Costs for lobbying, or for the intervention in state, federal regulatory, or adjudicatory proceedings
4. Costs for construction or general maintenance of building and parking facilities (if not related directly to vehicle charging)
5. Costs of major grid upgrades (longer line extension or upgrades, improvements to offsite power generation, bulk power transmission, or substations)
6. Costs for additional ports or chargers that are not compliant with 23 CFR 680.
7. Level 2 chargers that are attached to the electrical service funded through this Project, regardless of whether reimbursement is sought for the Level 2 chargers.
8. Costs for a project that proposes additional elements (e.g., ports or chargers) beyond the minimum requirements that are not compliant with 23 CFR 680 or the Technical Requirements for which reimbursement is not sought for the additional elements, but they are dependent upon an element (e.g., electrical service) for which reimbursement is being sought.
9. Utility service upgrade costs covered by the utility
10. Costs covered by programs or tariff rules of the electric utilities
11. Costs for research projects
12. O&M costs above \$40,000 per year for the 5-year O&M period

5.0 HOW TO APPLY

5.1 General Application Requirements

Applicants are responsible for conducting their due diligence, including understanding all terms and conditions of the NOFO documents and applicable federal, state and local laws. **It is recommended that Applicants thoroughly review the reference documents listed in Section 2.2.** Questions should be submitted to Iowa DOT according to the instructions in this NOFO.

5.2 Application Contents

To apply, submit the following application materials, which can be found at iowadot.gov/iowaevplan.

Each application must include the following completed Attachments and documents, as further described in this NOFO, and in the format identified:

- Attachment 3 – Signed Technical Application Form, including all required information detailed in Attachment 3 (Searchable PDF format)
- Attachment 4 – Signed Cost Proposal Form (Excel format)
- Attachment 5 – Completed Utility Data Request Form (Searchable PDF format)
- Letter from the Site Owner (Searchable PDF format)
- Letter from Bank or Financial Institution (Searchable PDF format)
- Acknowledgement of FHWA Form 1273 (Searchable PDF format)
- Acknowledgement of all issued addendums (format to be detailed in addendum)

Note: All submitted PDFs shall be searchable and not obfuscated, including images from scanned print-offs. Any application that contains a PDF that is obfuscated and not searchable may be deemed non-responsive.

5.2.1 Technical Application Form

Applicants must complete each section of Attachment 3, Technical Application Form, and provide all required information and documents. Links to information outside of the form shall not be used and will not be reviewed. No macros are allowed. The minimum font size is 10-point font. The page size shall be 8.5 x 11 inches. Larger 11 x 17-inch pages are allowed for drawings or graphics and will count for two pages. The maximum number of pages shall be thirty (30) typed pages including text, graphics, tables, charts, and photographs. Resumes for key personnel may be attached to the form. Resumes shall be limited to two pages per resume. Resumes do not count toward the 30-page limit. No more than five resumes are permitted per application.

5.2.2 Cost Proposal Form

Applicants must provide a completed Attachment 4, Cost Proposal Form. An Applicant must enter the required information in the Cost Proposal Form and shall not change any formula within the form. The Cost Proposal Form will calculate the Applicant's Maximum Total Project Reimbursement and will be used to establish the maximum budget for the Project. Within Attachment 4, Cost Proposal Form, each Applicant is required to follow the instructions provided in the attachment and provide the following:

- The Requested Reimbursement (%) for capital costs, which shall not exceed 80 percent
- The Requested Reimbursement (%) for O&M costs, which shall not exceed 80 percent or an amount totaling \$40,000 for each year of O&M, whichever is less
- The Project Costs for each cost item, as identified in Attachment 4. Costs shall include only items eligible under the NEVI program as defined in section 4.3, Eligible Costs

5.2.3 Letter from the Site Owner

The Applicant shall ensure public access to the proposed site 24 hours a day, 7 days a week, throughout the year, for the life of the Agreement, per 23 CFR Part 680. This shall include any property required for ingress and egress. A Letter from the Site Owner of the proposed site must be provided by each Applicant. The Letter must state the owner's intent to make the proposed site available to the Applicant for the entire length of the proposed Agreement for the purpose of acquiring, constructing, installing, operating, and maintaining an EV charging station in accordance with 23 CFR 680, and all applicable laws and regulations. The Letter from the Site Owner shall address what occurs if either party becomes in default with either the Site Host Agreement or the Agreement the Awardee has with Iowa DOT. The Letter from the Site Owner shall also include the property record from the appropriate County Assessor's webpage to demonstrate proof of ownership. If the proposed site is controlled via a long-term lease, the lessee must provide a similar letter stating their intent to provide access to the site, as described above, as well as a copy of the lease highlighting the section of the lease that gives them the right to agree to the terms of the proposed Site Host Agreement. Iowa DOT reserves the right to determine the sufficiency of the Letter. The Letter from the Site Owner will not be scored, but will be part of the non-technical responsiveness check.

5.2.4 Letter from Bank or Financial Institution

The Applicant shall provide a signed letter from a bank or financial institution stating that if the Applicant is selected to receive an award, the Applicant will be able to provide the required Letter of Credit at the time of execution of the Agreement. If the Applicant is submitting multiple applications in response to this NOFO, the letter shall confirm the Applicant's ability to secure all individual Letters of Credit required for all submitted Applications, should the Applicant be awarded funding for all submitted sites. The Letter of Credit will be required at the time of the execution of the Agreement for an amount equal to 60% of the Maximum Total Project Reimbursement. After each successful year of operations and maintenance the total amount of the Letter of Credit can be reduced by 20% following notification from Iowa DOT. The Letter of Credit will be drawn upon in the event of default by the Applicant. An example Letter of Credit can be found in Attachment 9 – Example Letter of Credit. Iowa DOT reserves the right to determine the sufficiency of the Letter. The Letter from Bank or Financial Institution will not be scored, but will be part of the non-technical responsiveness check.

5.2.5 Utility Data Request Form

The Applicant shall provide a completed Attachment 5 - Utility Data Request Form. In the event that a Utility is non-responsive to the Applicant's request to complete the relevant sections of the Utility Coordination Form or does not provide all the requested information, the Applicant shall provide as much information as they are able and shall provide proof of attempts to contact the utility. The Utility Data Request Form will not be scored, but will be part of the non-technical responsiveness check.

5.3 Application Timeline

The timeline below outlines the activities and corresponding dates that must be met by all Applicants. Iowa DOT may update this timeline and will notify participants by posting an addendum on iowadot.gov/iowaevplan. It is the Applicant’s responsibility to refer to iowadot.gov/iowaevplan on a regular basis for such updates.

Applications received after the deadline will be deemed ineligible and will not be reviewed. Incomplete applications may be disqualified from consideration. Iowa DOT is not responsible for any errors or delays caused by technical difficulties resulting from emailing applications.

ACTIVITY	DATE	TIME*	DETAILS
Draft NOFO Advertisement	XXXXX	XXXXX	XXXXX
Questions & Answer Period	Rolling 45 day window	XXXXX	Email to: xxxxxx
Answers posted	Weekly		xxxxxx
Application window	90 Days	XXXXX	XXXXX
Notice of Award (anticipated)	Approximately 120 days after application window closes		xxxxxx
Execution of agreement (anticipated)	Approximately 45 Days after Award Date (Includes all requirements outlined in section 7.1 below)		xxxxxx

5.4 Application Submission

Applicants shall submit the signed, completed application, with the required contents noted in section 5.2, Application Contents (Technical Application Form, Cost Proposal Form, Letter from the Site Owner, signed Federal Form 1273, acknowledgement of addendum(s)), as separate attachments and in the file format noted above to iowanevi.nofo@iowadot.us. The email subject line shall be **Applicant name – Iowa NEVI, AFC I-#, Exit #**. Iowa DOT has a 20 MB limit on incoming e-mails. Attachments can be zip files. Multiple emails can be sent to submit the application if the 20 MB limit will be exceeded; however, the email sequence (i.e., 1 of 3, 2 of 3, etc.) must be included in each subject line.

5.5 Application Questions

Questions or requests for clarification about this NOFO may be submitted in writing via email to iowanevi.nofo@iowadot.us. Verbal or audio recorded questions will not be addressed. Applicants shall not contact any other Iowa DOT personnel, consultants, or agents regarding this NOFO from the date of advertisement until an award is issued by Iowa DOT. Violation of this section by an Applicant may be grounds for rejecting an application(s) from that Applicant. Iowa DOT will respond to questions on a rolling basis during the Question & Answer Period referenced in section 5.3.

Iowa DOT reserves the right to amend this NOFO at any time by addendum. If the addendum is issued after the closing date for receipt of applications, Iowa DOT may, in its sole discretion, allow Applicants to amend their project applications in response to the addendum, if necessary. The Applicants shall

acknowledge all addendums in writing, per the instructions included in the addendums. Failure to review and acknowledge all addendums may be grounds for rejection of an application and may be deemed non-responsive.

Any person requiring a special accommodation due to a disability should contact Iowa DOT by email at iowanevi.nofo@iowadot.us for assistance with this NOFO at least five (5) business days prior to the activity or action for which assistance is needed.

Questions should be addressed via email with the following information. Questions that do not identify all of the requested information will not be addressed.

- NOFO Document Name
- NOFO Document Section #
- NOFO Document Page #
- Question

5.6 Amendment or Withdrawal of an Application

Applicants may withdraw or amend and resubmit project applications at any time before the deadline. The amended application or withdrawal must be in writing, with an Applicant Authorized Signature consistent with the original submission.

5.7 Iowa DOT Discretion

Iowa DOT reserves the right to reject any or all applications at any time prior to the execution of an Agreement.

Iowa DOT is not obligated to fund an application from an Applicant that has demonstrated marginal or unsatisfactory performance on previous competitive selections or contracts with Iowa DOT or other state agencies.

Iowa DOT reserves the right to verify information contained in the application. This may include using publicly available information and other outside sources to evaluate the Applicant's performance under other contracts.

5.8 Disqualification of Applications

Iowa DOT may outright reject or may not evaluate applications for any one of the following reasons:

- The Applicant fails to deliver the application by the due date and time
- The Applicant acknowledges that a requirement of the application cannot be met
- The application materially changes a requirement of this NOFO or the application is not compliant with the requirements of this NOFO
- The application limits the rights of Iowa DOT
- The Applicant fails to submit a timely respond to Iowa DOT's request for information, documents, or references
- The Applicant fails to include an authorized signature

- The Applicant presents the information requested by this NOFO in a format inconsistent with the instructions of the NOFO or otherwise fails to comply with the requirements of the NOFO, including but not limited to failing to provide all required information
- The Applicant provides misleading or inaccurate responses
- The application includes conditional offers or non-committal language
- There is insufficient evidence (including evidence submitted by the Applicant) to satisfy Iowa DOT that the Applicant is properly qualified to meet the requirements of the NOFO or application
- The proposed project(s) are not in compliance with applicable state and federal statutes and rules
- The Applicant has a conflict of interest including, but not limited to, consultants or sub-consultants who assisted Iowa DOT in the preparation of these documents

5.9 Process for Clarification of Application Information

Iowa DOT reserves the right to contact an Applicant after the submission of an application for the purpose of clarifying the application to ensure mutual understanding. Iowa DOT will not consider information received if the information materially alters the content of the application or alters the type of project the Applicant is proposing. Failure to comply with requests for additional information may result in rejection of the application as non-compliant.

5.10 Disposition of Applications and Copyrights

All applications become Iowa DOT property and will not be returned to the Applicant at the conclusion of the selection process. Contents of all applications will be in the public domain and open for inspection by interested parties, subject to Iowa Code Chapter 22 and other applicable laws.

The Applicant agrees that Iowa DOT may copy the application for purposes of facilitating the evaluation of the application or to respond to requests for public records. By submitting an application, the Applicant consents to such copying and warrants that such copying will not violate the rights of any third party.

6.0 EVALUATION OF APPLICATIONS

6.1 Evaluation Process

Iowa DOT will use the following process to evaluate applications.

Step 1: Responsiveness Check

All applications will be reviewed for responsiveness (Responsiveness Check) to confirm the application meets the NOFO requirements. The Responsiveness Check is a two-step, pass/fail assessment. The first step is a Non-Technical Responsiveness Check. Applications that fail the Non-Technical Responsiveness Check will be determined to be non-responsive and will not be evaluated further. If an Applicant or application fails to meet one or more of the requirements outlined in Attachment 3 – Technical Application Form, it may be determined to be non-responsive.

The second step is a Technical Responsiveness Check. Applications that fail the Technical Responsiveness Check will be determined to be non-responsive and will not be evaluated further. If an Applicant or

application fails to meet one or more of the requirements detailed in Attachment 3 – Technical Application Form, it may be determined to be non-responsive.

Step 2: Technical Application Scoring Criteria and Evaluation

For the purpose of evaluating Technical Applications, Iowa DOT will establish a Review Committee made up of no less than three members. Applications that pass the Responsiveness Check will be individually evaluated and scored by each Review Committee member on a competitive basis according to the scoring criteria and point maximums provided in the table below.

TECHNICAL SCORING CRITERIA ¹	MAXIMUM POINTS POSSIBLE (150 TOTAL)
1. Applicant Background, Experience, and Team Organization	30
Applicant Team Organization: Describe the Applicant team organization per Attachment 3, Technical Application Form.	5
Approach to Project Management: Describe the approach to project management per Attachment 3, Technical Application Form.	5
Prior Experience with 50 kW or higher Port Past Projects: Provide prior EV Charging experience per Attachment 3, Technical Application Form. <ul style="list-style-type: none"> • 10 pts for 16+ Projects • 5 pts for 11–15 Projects • 3 pts for 5–10 Projects 	10
Prior System Performance: Provide prior system performance of projects noted in response to the above and per Attachment 3, Technical Application Form. <ul style="list-style-type: none"> • 10 pts for 97%+ • 5 pts for 90–96% • 3 pts for 85–89% 	10
2. General Project Approach and Understanding	25
Project Approach and Understanding: Describe the general project approach and understanding per Attachment 3, Technical Application Form.	10
Approach to Permitting and Utility Coordination: Describe the approach to permitting and utility coordination per Attachment 3, Technical Application Form.	5
Approach to Operations and Maintenance: Describe the approach to operations and maintenance per Attachment 3, Technical Application Form.	5
Approach to Cybersecurity and Data Management: Describe the approach to Cybersecurity and Data Management per Attachment 3, Technical Application Form.	5

TECHNICAL SCORING CRITERIA ¹	MAXIMUM POINTS POSSIBLE (150 TOTAL)
3. Site Proposal	60
Distance to AFC interchange: <ul style="list-style-type: none"> • Less than 0.25 mile: 10 points • 0.25–0.50 mile: 5 points • 0.50–0.75 mile: 2 points • More than 0.75 mile to 1 mile: 1 point 	10
Site is located within an identified Priority Zone Segment	15
Proposed Site Details, Design, and Layout and Area Map: Describe the proposed site details, design, layout, and area map and identify each item clearly in a Preliminary Site Design and Layout or the Area Map as described in Attachment 3, Technical Application Form.	15
Primary Amenities: 2 points for each of the following publicly and ADA-accessible applicable items within 500-foot walking distance. <ul style="list-style-type: none"> • Additional parking spaces for overflow • Retail • Restaurant • Cover/Shade above chargers • Seating/Benches • Space for pull-through passenger trucks pulling trailers • Spare parts on-site (e.g., cables, connectors) • Wi-Fi coverage of EV users 	16
Additional Amenities: 1 point for each of the following publicly ADA-accessible applicable items within 500-foot walking distance. <ul style="list-style-type: none"> • Dog park • Playground area • Squeegee • Emergency call boxes 	4
4. Innovation and Resiliency	15
Approach to Site Resiliency: Describe the approach to Site Resiliency per Attachment 3, Technical Application Form.	5
Resiliency: 1 point for each of the following criteria. <ul style="list-style-type: none"> • Back-up power • Undergrounding of lines/conduits • Energy storage • Environmental hardening • Future proofing (battery storage, expansion plans, medium/heavy duty upgrades, etc.) 	5

TECHNICAL SCORING CRITERIA ¹	MAXIMUM POINTS POSSIBLE (150 TOTAL)
Approach to Innovation: Describe the approach to Innovation per Attachment 3, Technical Application Form.	5
5. Workforce, Equity, and Rural Considerations	20
Approach to Workforce: Describe the approach to workforce per Attachment 3, Technical Application Form.	4
Equity and Disadvantaged Community (DAC) Considerations: Describe the approach to Equity and DAC considerations per Attachment 3, Technical Application Form.	4
Project is located within 1 mile of a DAC or historically disadvantaged community	4
Rural Considerations: Describe the approach to Rural Considerations per Attachment 3, Technical Application Form.	4
Small Business: Describe the approach to working with small businesses per Attachment 3, Technical Application Form.	4

¹**Additional details can be found in the Application Form.**

The Technical Score will be calculated by averaging the total scores from each Review Committee Member.

Step 3: Cost Proposal Evaluation

The Cost Score for each Cost Proposal will be calculated according to the formula detailed below.

SCORING CRITERIA – COST PROPOSAL	MAXIMUM POINTS POSSIBLE
6. Cost Proposal	25
<p>The Cost Proposal will be evaluated based on the Applicant’s Maximum Total Project Reimbursement, as calculated and defined in Attachment 4, Cost Proposal.</p> <p>The lowest Maximum Total Project Reimbursement will receive a total of 25 points. All other Cost Proposals will be normalized according to the following calculation:</p> $\text{Cost Score} = \frac{\text{Lowest Maximum Total Project Reimbursement from all Responsive Applicants}}{\text{Maximum Total Project Reimbursement from Applicant}} \times 25$	25

Step 4: Site Location Efficiency Evaluation

The Initial Score for each responsive application will be calculated by adding the Technical Score to the Cost Score. The maximum Initial Score for any application is 175 points. Applications that are within 25

points of the highest scoring application for each identified Priority Zone Segment will then be evaluated and scored by the Review Committee on a competitive basis according to the scoring criteria and point maximums provided in the table below.

SCORING CRITERIA – SITE LOCATION EFFICIENCY	MAXIMUM POINTS POSSIBLE
<p>Proposed Site Location Efficiency: Iowa DOT will review site geography across the state to result in an efficient distribution of projects that will serve the NEVI program purpose and Iowa’s stated location objectives for Phase 1. Points will be assigned based on Iowa DOT’s analysis, which values a network of charging sites that maximizes AFC coverage while minimizing overlapping coverage areas.</p> <ul style="list-style-type: none"> • Not funding more than one site at an individual interchange • Maximizing AFC coverage per the 50-mile and 25-mile spacing requirements • Minimizing overlapping coverage areas per the 50-mile spacing requirement 	25

Step 5: Final Score Tabulation

The Final Score for each responsive application will be calculated by adding the Initial Score to the Site Location Efficiency Score. The maximum Final Score for any application is 200 points.

The Review Committee will finalize all award decisions and submit a report to the Iowa Transportation Commission (ITC). The Iowa DOT has final decision-making authority to award an Agreement to the selected Applicants.

Step 6: Award

Iowa DOT will notify successful Applicants and will post the intent to award on <https://iowadot.gov/iowaevplan>. The notices for intent to award will be posted for 10 days after which the successful Applicants will be sent a full notice of award. An Agreement may be awarded to a responsive application that has been approved by the Review Committee.

6.2 Application Irregularities and Clarifications

Iowa DOT has the authority to reject any or all applications, and to waive or allow corrections of any minor irregularity or non-material omission. Iowa DOT can request clarifications from Applicants and the answers must be provided in the format detailed and deadline provided by Iowa DOT. Applicant’s answers and clarifications will become part of the application.

7.0 POST-AWARD

7.1 Execution of Agreement

The Applicant shall sign the Agreement within 45 calendar days of receipt of the Agreement. At the time of execution of the Agreement, the Applicant shall provide the following documents:

- Signed Site Host Agreement

- The Site Host Agreement shall include proof of ownership and shall have an effective date no sooner than the date of execution of the Agreement, The Site Host Agreement must include agreement to the details outlined in 5.2.3, Letter from Site Owner, and must address what occurs if either party becomes in default with either the Site Host Agreement or the Agreement the Awardee has with Iowa DOT.
- Signed Letter from the Utility
 - The Signed Letter from the Utility shall confirm that the utility will provide electrical service to the Applicant at the proposed site.
- Letter of Credit
 - The Letter of Credit shall include all language provided in Attachment 9 – Example Letter of Credit and shall have an effective date no sooner than the date of execution of the Agreement,
- Proof of registration to do business in Iowa
- Any additional certificates or documents deemed necessary by Iowa DOT

Note: The Applicant cannot incur or agree to the payment of any costs to be requested for reimbursement prior to the execution of the Agreement.

Once the Applicant has provided the required documents outlined above, the Project will be considered funded and has commenced. If the Applicant does not sign the Agreement and provide the required documents in a timely manner, Iowa DOT may rescind the award.

7.2 Reimbursement Mechanism

Awardees will be eligible to submit invoices for reimbursement in accordance with the following:

- **Capital Construction Payment:** Cost reimbursement may be claimed upon full compliance with and completion of Tasks 1, 2, 3, and 5 as detailed in Attachment 2, Scope of Work and Deliverables. Supporting documentation of actual costs incurred is required, including invoices and proof of payment for reimbursement of costs already paid by the awardee.
 - **Capital Construction Payment Withholding:** Iowa DOT will withhold 40 percent of the total Capital Maximum Reimbursement Amount claimed. Of this Withholding, 20 percent will be released on an annual basis at the time of Annual O&M Payments, if all performance requirements and obligations of the Agreement are met.
- **Annual O&M Payment:** Cost reimbursement may be claimed for annual O&M costs upon annual compliance with and completion of Tasks 4 and 5, as detailed in Attachment 2, Scope of Work and Deliverables. The total reimbursement for O&M is capped at \$40,000 per year for each of the 5 years of O&M. Supporting documentation of actual costs incurred is required.
- **Final Payment:** Cost reimbursement may be claimed for the final year of O&M costs and all remaining Withholding upon annual compliance with and completion of Tasks 4, 5 and 6, as detailed in Attachment 2, Scope of Work and Deliverables. Supporting documentation of actual costs incurred is required.

Iowa DOT will only pay up to the Maximum Total Project Reimbursement detailed in the Cost Proposal Form during the application process and all costs will be finalized in the final Agreement.

7.3 Pay for Performance

Additionally, a pay-for-performance approach shall be incorporated into the payment mechanism, incentivizing optimal performance of the charging stations, specifically meeting the 97percent uptime requirement, per port as required by 23 CFR 680.

- During the O&M period, the following deductions will occur from the annual O&M payment when claims for reimbursement are submitted:
 - For every percentage point, or fraction thereof, that the 97 percent uptime is not met on a per-port basis, per the NEVI Rule, \$1,000 will be deducted from that year’s O&M payment.
 - If there is no remaining O&M payment for the deduction to be subtracted from, the amount will be deducted from the remaining Withholding.
 - Once deducted, the funds can never be reclaimed.

7.4 Reasonable Return on Investment

The Awardee is not allowed to make more than a Reasonable Return on Investment on the Project. Reasonable Return on Investment on the project is defined as no more than 15 percent annual profit on the Project. This Profit is defined as the remainder of all revenue received from the operation of the Project and reimbursements (Total Revenue) after all eligible expenses have been deducted. For this calculation only, the Total Capital Costs of the project shall be applied as an expense divided equally between the first 5 years.

$$Profit \% = \frac{(Revenue\ from\ Operations + Reimbursements) - (Eligible\ Expenses + \frac{Total\ Capital\ Costs}{5})}{Eligible\ Expenses + \frac{Total\ Capital\ Costs}{5}} \times 100\%$$

Revenue: Revenue received from the operation of the Project and Reimbursements

Expense: All eligible expenses (reimbursable or non-reimbursable) and 20 percent of the Total Capital Costs.

Any profit over 15 percent must be returned to Iowa DOT. The Awardee shall provide a signed letter with each invoice stating the amount of profit earned. If more than 15 percent profit was earned, the difference will be subtracted from the amount owed to the Applicant. Iowa DOT may ask for the Awardee to provide documentation as to the amount of profit earned.

ATTACHMENT 1 – TECHNICAL REQUIREMENTS

Funding for any agreement resulting from this Notice of Funding Opportunity (NOFO) will be paid entirely from National Electric Vehicle Infrastructure (NEVI) formula funds. All applicable requirements of Title 23 United States Code (USC) and 2 Code of Federal Regulations (CFR) Part 200 apply to the administration of these funds, which include, but are not limited to: 23 CFR 680, the Davis-Bacon Act, the Americans with Disabilities Act of 1990 (ADA), Title VI of the Civil Rights Act of 1964, the National Environmental Policy Act of 1969 (NEPA), and the Build America, Buy America (BABA) Act. EV chargers funded under any agreement resulting from this NOFO will be covered by the [Build America, Buy America Implementation Plan to Enhance Buy America for Electric Vehicle \(EV\) Chargers](#). The Awardee must also comply with all other standards and requirements required by federal, state, and local laws.

In addition to the above, Awardees must comply with the following technical requirements.

1		ADDITIONAL PROJECT SITE REQUIREMENTS
1.1	Distance from AFC	The Project site shall be within a maximum driving distance of 1 mile from the Alternative Fuel Corridor (AFC). The measurement of the distance shall begin from the end of the nearest interstate off-ramp to the charging station and conclude at the entrance of the charging station.
1.2	Access to Restrooms	The Project site shall include a publicly accessible, ADA-compliant restroom located at the Project site or within 500-feet from the charging station. The restrooms must be reachable via sidewalks or pavement. These restrooms must remain open to the public whenever the charging site is operational, 24 hours per day, 7 days per week, throughout the year.
1.3	Access to Food and Drink	The Project site shall have access to food and drink 24 hours per day, 7 days per week, throughout the year. Vending machines, restaurants, or a convenience store providing access to food and drink shall be included in the Project site or within 500-feet from the charging station.
1.4	Site Accessibility	The Project site shall be accessible to the public and reachable from a public road 24 hours per day, 7 days per week, throughout the year. Access to the Project site must have adequate traffic control measures, such as signage, signals, striping, etc. These sites may be situated on private property.
1.5	ADA Compliance	All site facilities, amenities, or other Project features shall be ADA compliant and located within 500-feet of the chargers. The Project site shall adhere to ADA requirements, incorporating a minimum of one ADA-compliant parking space equipped with access to EV charging infrastructure. The ADA parking space shall adhere to the requirements specified by the US Access Board .

1		ADDITIONAL PROJECT SITE REQUIREMENTS
1.6	Site Signage	The Project site shall have clear signage that indicates the site's location and the locations of the charging ports within the site. Signage offering directional guidance to the charging site shall also be deployed along the roadway, following <i>Iowa DOT standards</i> , as applicable. Applicant is responsible for obtaining all permits and approvals related to signage.
1.7	Safety Lighting	The Project site shall provide lighting to illuminate all EV chargers and corresponding parking spaces. Lighting levels and requirements shall be consistent with existing jurisdictional and zoning requirements.
1.8	Cell Phone Service	The Awardee shall make certain that there is adequate cell phone service available at the Project site. This may include an open access Wi-Fi hotspot.
1.9	Security Cameras or On-Site Staff	The Awardee shall ensure security through either security cameras or on-site staff. The security cameras shall fully cover the Project site, including the EV chargers, EV infrastructure equipment, and parking area. High-definition, color cameras shall be used and footage from the cameras shall be stored for at least 30 days, complying with cybersecurity and data management requirements. As an alternative to security cameras, on-site staff shall be present and available at the site 24 hours per day, 7 days per week, throughout the year.
1.10	Trash Cans	The Project site shall have trash and recycling receptacles available to site users. The trash and recycling receptacles shall be emptied and maintained on a regular basis to prevent overflow of contents.
1.11	Snow Removal	The Awardee shall provide snow removal service at the Project site when snow accumulates above 1 inch.
1.12	Physical Security	All EV chargers, electrical infrastructure, and other equipment at the Project site shall be physically secured to prevent unauthorized access and they must be protected from being hit by vehicles from inside and outside of the site.

2		ADDITIONAL CHARGER REQUIREMENTS AND SPECIFICATIONS
2.1	Range of Operating Temperature	EV chargers shall be capable of operating at full power over an ambient temperature range of minus 22 degrees to 122 degrees Fahrenheit.
2.2	Charger Locks and Tamper Prevention	The EV chargers shall incorporate security features to deter tampering. Tamper proof fasteners and locking mechanisms must be present on all EV charging cabinets, doors, and related infrastructure. Tamper proof tape should also be placed on the EV Charging Stations access panels.
2.3	Range of Output Current	All charging ports shall be able to provide output currents up to at least 350 amps of direct current (ADC).

2 ADDITIONAL CHARGER REQUIREMENTS AND SPECIFICATIONS

2.4 Weather Resistance
 The EV chargers shall be constructed to withstand harsh weather conditions, such as snow, heavy rains, extreme temperatures, and high winds. All above-ground structures, cabinets, and enclosures shall be designed in accordance with local building code standards, and EV charger enclosures shall have a minimum rating of IP54 or equivalent.

2.5 Output Current Limit
 The output current may be the lower of 350 ADC or the current required to reach 150 kW based on the output voltage (see Figure 1 below). All charging ports shall be capable of providing a continuous power output of at least 150 kW simultaneously from each charging port at the charging station. EV charging infrastructure shall be capable of providing DC output voltages within the entire range of 250–920 volts (VDC).

Figure 1: Required Operating Output

Output Current (ADC)	Output Voltage (VDC)	Series
0	250	Required Operating Area
350	250	Required Operating Area
0	920	Required Operating Area
350	920	Required Operating Area
130	1100	150 kW Limit
150	950	150 kW Limit
200	750	150 kW Limit
250	600	150 kW Limit
300	500	150 kW Limit
350	420	150 kW Limit

2.6 NACS Connectors
 Each DCFC charging port must be capable of charging any North American Charging Standard (NACS) compliant vehicle and each DCFC charging port must have at least one permanently attached NACS connector in addition to the required Combined Charging System (CCS) Type 1 connector. This requirement must be met no later than 12 months after SAE standard J3400 for NACS has been published or the end of the Agreement term, whichever is earlier. The deployment of charging infrastructure shall not be delayed to provide NACS connectors. NACS connectors may be installed as a retrofit later in the Project to satisfy this requirement.

3	CYBERSECURITY AND DATA MANAGEMENT REQUIREMENTS	
3.1	Cybersecurity and Data Management Plan	The Awardee shall develop a written cybersecurity plan. The plan shall adhere to the National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF). The plan shall outline cybersecurity best practices to be used through all phases of the Project and include the EV charging and supporting infrastructure. The plan shall include security and privacy measures to be implemented, a description of how the entire system will be safeguarded against cyberattacks, and a description of how data will be securely stored, transmitted, and protected from unauthorized access, modification, or destruction. In addition, the document will detail the expected threat surface and specify the NIST 800-53 controls to be implemented for risk reduction. The plan shall establish roles for Project governance and oversight. The plan shall include approach to data segmentation to physically or logically isolate the EV charging station from all other IT, OT, and IoT devices that may be present.
3.2	Cybersecurity Event Management Team (CEMT)	The Awardee shall establish a CEMT made of Awardee staff members who will be responsible for responding to any cybersecurity events that may occur during any phase of the Project. The Awardee shall develop a Cybersecurity Event Management Plan that outlines the processes that will be followed in response to an event, including notifying the CEMT of an event. Incident response plans shall be aligned to NIST SP 800-61, Computer Security Incident Handling Guide.
3.3	Data Segmentation	Data networks used by the charging network shall be segmented to minimize the risk of unintended damage, unauthorized access, data loss, lack of service, privacy breaches, or other issues resulting from unprotected connections.
3.4	Cybersecurity Operations	Cybersecurity operations shall adhere to and maintain certification for System and Organization Controls (SOC 2) and conduct an annual SOC 2 audit. The SOC2 shall be conducted by an independent third party. The SOC2 shall be provided to Iowa DOT on an annual basis.
3.5	Risk Assessment Schedule	The Awardee shall provide a schedule for regular risk assessments and process reviews. Risk assessment read-out reports shall be provided to Iowa DOT twice per year. A baseline risk assessment shall be part of Task 3 of the Scope of Work and Deliverables and shall include penetration testing. Risk assessments shall include vulnerability scans using the MITRE or Cybersecurity and Infrastructure Security Agency (CISA) Common Vulnerability and Exposures (CVE) database and a report summarizing results and actions for mitigating new or existing vulnerabilities. Regularly scheduled security patching shall be provided by qualified personnel.
3.6	Cybersecurity Event Notification	The Awardee shall inform Iowa DOT of any cybersecurity event that requires notification to any person under federal or state law, including data breaches or incidents affecting an electric utility, within 24 hours of the Awardee's discovery of the event. Notifications shall be aligned with practices defined in NIST SP 800-61, Computer Security Incident Handling Guide.
3.7	Multi-Factor Authentication	Multi-Factor Authentication must be used when accessing the EV charging network or related Charging Station Management Systems (CSMS).

4 O&M REQUIREMENTS

4.1	Monthly Preventative Maintenance	The Awardee shall perform monthly preventative maintenance on the EV charging infrastructure. This shall include checking for damage and vandalism and replacing any damaged or deteriorated cables or connectors. EV Charging stations must be regularly checked for tampering. (Ex. Card skimmers, damage near or around the internal access panel, etc.)
4.2	Customer Service	The Awardee shall provide a customer service phone line. The Awardee shall also provide a website or text message number to report problems or issues with the EV chargers or Project site. These shall be available 24 hours a day, 7 days a week, and posted clearly and visible at the charging stations. All contact methods must connect the customer to the Awardee and must provide access for users that have limited English proficiency and for people with disabilities.

5 EMERGENCY MANAGEMENT REQUIREMENTS

5.1	Emergency Management Plan	The Awardee shall develop an emergency management plan outlining actions the Awardee will take in the event of a natural disaster or other declared emergency. Emergency Management Plan shall be aligned and referenced to practices defined in 3.2 Cybersecurity Event Management Team (CEMT) and 3.6 Cybersecurity Event Notification.
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6 TRAINING REQUIREMENTS

6.1	Annual Safety Training	The Awardee shall provide annual safety training to all on-site staff, staff operating and maintaining the EV charging infrastructure, and local emergency personnel. The training shall address subjects like electrical safety, shutdown procedures, and firefighting techniques relevant to EVs and/or EV charging emergencies.
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6.2	Qualified Workforce Training and Technician Documentation	<p>The Awardee shall verify that the workforce installing, maintaining, and operating chargers has appropriate licenses, certifications, and training to verify that charger installation and maintenance is performed safely by a qualified and increasingly diverse workforce of licensed technicians and other laborers.</p> <p>Further, the Awardee shall verify that all electricians installing, operating, or maintaining EV charging infrastructure have obtained certification from the Electric Vehicle Infrastructure Training Program (EVITP).</p> <p>For projects requiring more than one electrician, the Awardee shall verify that at least one electrician meets the requirements above, and at least one electrician is enrolled in an electrical registered apprenticeship program.</p> <p>The Awardee shall verify that all other onsite, non-electrical workers directly involved in the installation, operation, and maintenance of chargers have graduated from a registered apprenticeship program or have appropriate licenses, certifications, and training, as required by the State.</p> <p>Workforce training is encouraged to target recruiting, training, and hiring individuals from disadvantaged communities.</p>
6.3	Annual Cybersecurity Training	<p>The Awardee shall conduct annual cybersecurity training for all staff members working on the Project. This shall include job specific cybersecurity awareness training to all staff operating and maintaining the EV charging infrastructure.</p>

7	COMMUNITY ENGAGEMENT	
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7.1	Community Engagement Outcomes Report	<p>The Awardee must supply any relevant information regarding community engagement to support Iowa DOT's development of the Community Engagement Outcomes Report per 23 CFR 680.112 (d).</p>
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SCOPE OF WORK

The scope of work below identifies the tasks, schedule, and deliverables required of each Awardee upon the selection of a site.

TASK 1 – PRELIMINARY ENGINEERING AND NEPA CLEARANCE			
During Task 1, the Awardee shall complete the following tasks and furnish the following deliverables.			
Due Date		Task 1 activities and deliverables shall be completed within 180 days after the Agreement has been signed and executed. All Task 1 deliverables shall be provided to Iowa DOT and approved before beginning work on Task 2.	
Task Review and Approval		Iowa DOT will review the documentation to confirm that the activities and deliverables are completed and align with the requirements of the Agreement. If required, and at Iowa DOT's request, the Awardee shall remedy or amend the deliverables. After confirmation of successful completion of Task 1, Iowa DOT will issue a Notice to Proceed to Task 2.	
Task Number	Task Name	Task Description	Deliverable
1.1	Kick Off Meeting	Awardee shall attend an initial project kick-off meeting hosted by Iowa DOT after execution of the Agreement and before starting preliminary engineering and the NEPA approval process. Attendee shall provide a signed letter certifying attendance at kick-off meeting.	A. Signed letter certifying attendance
1.2	NEPA	Awardee shall supply all Project Site information required by Iowa DOT to complete appropriate resource agency coordination and NEPA document preparation and commitments, and achieve NEPA approval.	A. Signed and approved NEPA document

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Attachment 2

<p>1.3</p>	<p>Project Schedule</p>	<p>Awardee shall provide a comprehensive Project Schedule that addresses each Task Number outlined in this document and includes all phases of the Project, including, but not limited to, key milestones and required reviews. The schedule shall include the timeframes and dates to meet all Task Numbers and requirements of the Agreement, including reporting deadlines. After review and approval by Iowa DOT, the Project Schedule will establish due dates for all other Tasks. Awardee shall submit written requests to Iowa DOT for any modification to the Project Schedule within 2 business days of identification of the need for modification. The Project Schedule can only be modified with approval from Iowa DOT.</p>	<p>A. Project Schedule</p>
<p>1.4</p>	<p>Emergency Management Plan</p>	<p>Awardee shall develop and provide an Emergency Management Plan to Iowa DOT, as required in Attachment 1, Technical Requirements.</p>	<p>A. Emergency Management Plan</p>
<p>1.5</p>	<p>Equipment Manuals</p>	<p>Awardee shall provide the following: charging equipment operating manuals (including troubleshooting information, fault codes, fire safety and emergency response procedures, preventative maintenance schedules and frequency, and list of essential spare parts to have on-site) and installation manuals.</p>	<p>A. Equipment operating manuals B. Installation manuals</p>
<p>1.6</p>	<p>Contracting Requirements</p>	<p>Awardee shall provide copies of all contracts, subcontracts, and agreements between Awardee and third parties and they must contain all applicable provisions of this Agreement., Copies shall be provided to Iowa DOT within 30 days of execution of said contracts, subcontracts, and agreements.</p>	<p>A. Copies of contracts, subcontracts, and agreements with third parties</p>

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<p>1.7</p>	<p>Test Plan</p>	<p>Awardee shall develop and provide a Test Plan that details the test procedures and equipment that will be used to perform the testing required in Task 3. The Test Plan shall include the actions that will be taken to test the EV charging equipment prior to full operations to confirm adherence to the Agreement. The Test Plan shall include the template the Awardee will use to report test results to Iowa DOT. At a minimum, this shall include the test date, the name of the person performing the test, the serial number of any equipment used during the test, and the results of the test. The Test Plan shall include, but is not limited to, the following items:</p> <ul style="list-style-type: none"> • Verify that application programming interface (API) works. • Verify charge sessions can be canceled by the EV user via the charger screen interface. • Verify that all payment functions are operational (app, RFID, credit, debit, etc.). • Verify charge sessions are ended when the EV reaches the maximum charging capacity. • Verify remote charger monitor functions work (via OCPP and OCPI). • Verify each charger can charge the same vehicle twice consecutively. • Verify each charger can charge two different vehicles consecutively. • Verify that all ports can output 150 kW simultaneously for a minimum of 15 minutes without tripping any breakers or switchgear. • Verify each charger remains operational and charging when the communication network is disabled during a charging session. • Verify each charger can successfully begin and complete a new charging session while the communications network is disabled. • Verify each charger remains operational and charging when the communication network is enabled/restored during a charging session. • Provide documentation proving the charging stations work per the requirements of the Agreement. 	<p>A. Test Plan B. Test report template</p>
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Attachment 2

1.8	Updated Site Plan	Awardee shall develop and provide an updated Site Plan that reflects the Awardee’s response to the Notice of Funding Opportunity (NOFO) and is consistent with the final Site Host Agreement.	A. Updated Site Plan
1.9	Cybersecurity and Data Management Plan	<p>Awardee shall develop and provide the Cybersecurity and Data Management Plan per Attachment 1, Technical Requirements, and the Agreement. Awardee shall provide an index that identifies the sections of the Cybersecurity and Data Management Plan that address the specific requirements of the Agreement. The index shall identify the requirement, the section of the plan that addresses the requirement, and the corresponding section of the NIST CSF used. The Cybersecurity Requirements Index shall include, but is not limited to, the following items:</p> <ul style="list-style-type: none"> • EV Charging Final Design and Permitting Phase Cybersecurity Best Practices • EV Charging Construction and Commissioning Phase Cybersecurity Best Practices • EV Charging Operations and Maintenance Phase Cybersecurity Best Practices • Safeguarding Against Cyberattacks • Data Privacy During Transportation and Storage • Data Protection from Unauthorized Access, Modification, and Destruction • Threat Surfaces and NIST 800-53 Controls • Roles for Governance and Oversight of EV Charging Deployment Program 	<p>A. Cybersecurity and Data Management Plan</p> <p>B. Cybersecurity Requirements Index</p>

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TASK 2 – FINAL DESIGN AND PERMITTING

During Task 2, the Awardee shall complete the following tasks and furnish the following deliverables:

Due Date	Task 2 activities and deliverables shall be completed by the dates detailed in the Project Schedule. All Task 2 deliverables shall be provided to Iowa DOT and approved before beginning work on Task 3.		
Task Review and Approval	Iowa DOT will review the documentation to confirm that the activities and deliverables are completed and align with the requirements of the Agreement. If required, and at Iowa DOT's request, the Awardee shall remedy or amend the deliverables. After confirmation of successful completion of Task 2, Iowa DOT will issue a Notice to Proceed to Task 3.		
Task Number	Task Name	Task Description	Deliverable
2.1	Utility Coordination	Awardee shall work with the local utility to finalize any required utility work to provide electrical service to the Project. Awardee shall provide the final plans for utility work and a signed agreement with the utility to provide the required utility work, which must comply with federal requirements including, but not limited to, NEPA and the Build America, Buy America Act. The final plans for utility work shall include the make ready work required to provide electrical service to the Project.	A. Final utility work plans B. Signed agreement with utility
2.2	Final Site Plan and Construction Drawings	Awardee shall complete final design of the Project Site after NEPA approval has been provided and shall provide the Final Site Plan and construction drawings. Awardee shall assess if the Final Site Plan and construction drawings indicate a need for a re-evaluation of NEPA. If so, the Awardee shall provide the Final Site Plan and construction drawings and all necessary documents to Iowa DOT for review.	A. Final Site Plan and construction drawings B. Additional documents as requested by Iowa DOT, if applicable
2.3	Permitting	Awardee shall attain the required federal, state, and local permits in alignment with the dates specified in the Project Schedule. Awardee shall confirm that the design complies with local building code and requirements. Awardee shall include floodplain permitting, if required. Awardee shall provide copies of all approved permits.	A. Copies of all approved permits

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TASK 3 – CONSTRUCTION AND COMMISSIONING

During Task 3, the Awardee shall complete the following tasks and furnish the following deliverables.

Due Date	Task 3 activities and deliverables shall be completed by the dates detailed in the Project Schedule. All Task 3 deliverables, except NACS Connectors, shall be provided to Iowa DOT and approved before Task 4 can begin. Task 3.5, NACS Connectors, must be complete no later than 12 months after the publication of SAE J3400 or the end of the Agreement, whichever is earlier, and before Task 6, Project Close-Out.		
Task Review and Approval	Iowa DOT will review the documentation to confirm that the activities and deliverables are complete and align with the requirements of the Agreement. If required, and at Iowa DOT's request, the Awardee shall remedy or amend the deliverables. After confirmation of successful completion of Task 3, Iowa DOT will issue a Notice to Proceed to Task 4.		
Task Number	Task Name	Task Description	Deliverable
3.1	Project Site Upgrades	Awardee shall finish all necessary Project Site upgrades to comply with all requirements of the Agreement. Upon completion of the Project Site, the Awardee shall notify Iowa DOT and schedule a Site inspection, as detailed in Task 3.4. Awardee shall provide Iowa DOT with as-built plans prior to Site inspection, as well as a signed letter certifying that the Project Site, including equipment and utility work, is in full compliance with the Agreement.	<ul style="list-style-type: none"> A. Documentation proving all work on the Project Site has been completed, including but not limited to proof of inspections required by permits B. Copies of approved permits C. As-built plans D. Signed certification of Project Site compliance E. Any additional documentation required by the Agreement F. Documentation that all project equipment meets required certifications, including Build America, Buy America documentation

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<p>3.2</p>	<p>Installation of EV Charging Infrastructure</p>	<p>Awardee shall obtain and install the EV charging infrastructure, as specified in the Awardee’s Final Site Plan and construction drawings. The EV charging infrastructure shall meet the requirements of this Agreement. Awardee shall notify Iowa DOT upon final installation of the EV charging infrastructure.</p>	<ul style="list-style-type: none"> A. Proof of delivery of EV chargers B. Notification of start of installation C. Notification of completion of installation D. Documentation that all project equipment meets required certifications, including Build America, Buy America documentation
<p>3.3</p>	<p>EV Charging Infrastructure Testing</p>	<p>Awardee shall conduct all testing included in the Test Plan, per Task 1.5. Awardee shall notify Iowa DOT of the testing date 5 business days ahead of planned testing so that Iowa DOT can attend, if desired.</p>	<ul style="list-style-type: none"> A. Notification of testing date B. Documentation proving the operability of the EV charging station C. Completed test template submitted in Task 1.5 confirming all tests have been passed
<p>3.4</p>	<p>Site Inspection</p>	<p>Awardee and Iowa DOT shall schedule and conduct a Site inspection. During the inspection the Awardee shall confirm each individual item from Attachment 1, Technical Requirements, has been met as well as any additional items detailed in the Awardee’s proposal, Final Site Plan, and any items specifically detailed by the EV Charging manufacturer in the installation instructions. Awardee shall document the Site inspection in a form detailing the results of the inspection and shall submit a completed Site inspection form with a signature confirming accuracy to Iowa DOT.</p>	<ul style="list-style-type: none"> A. Signed and completed Site inspection form

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Attachment 2

3.5	NACS Connectors	Awardee shall install NACS connectors as detailed in Attachment 1, Technical Requirements. The installation of NACS connectors shall not delay the installation of CCS connectors and the construction and commissioning of the EVSE. The installation of NACS connectors may occur after completion of the remainder of Task 3, but shall be completed before the end of the term of the Agreement. Awardee shall notify Iowa DOT of installation and call for a Site inspection to verify installation and operability of NACS connectors. Awardee shall certify to Iowa DOT that the NACS equipment meets the requirements of this Agreement and shall submit documentation demonstrating that all NACS connectors are certified by an Occupational Safety and Health Administration Nationally Recognized Testing Laboratory. DCFC chargers must be certified to the appropriate Underwriters Laboratories (UL) standards for EV charging system equipment.	<ul style="list-style-type: none"> A. Certification of NACS connector installation B. Signed and completed inspection form
3.6	Customer Service Systems	Awardee shall furnish customer service systems per Attachment 1, Technical Requirements.	<ul style="list-style-type: none"> A. Proof of publicly accessible customer service systems
3.7	Safety Trainings	Awardee shall conduct safety training per Attachment 1, Technical Requirements. Awardee shall submit proof of safety training, including the time and location of safety training, training materials, and sign-in sheets listing attendees.	<ul style="list-style-type: none"> A. Proof of safety training B. Copy of all safety training materials C. Training sign-in sheets
3.8	Baseline Risk Assessment Report	Awardee shall provide a baseline Risk Assessment Report, as outlined in Attachment 1, Technical Requirements.	<ul style="list-style-type: none"> A. Baseline Risk Assessment Report
3.9	Regularly Scheduled Risk Assessments	Awardee shall provide the schedule for risk assessments and the subsequent reports per Attachment 1, Technical Requirements.	<ul style="list-style-type: none"> A. Risk assessment schedule B. Risk assessment reports

This document continues on the next page.

<p>3.10</p>	<p>Capital Construction Reimbursement Claim</p>	<p>Awardee shall send Iowa DOT a Capital Construction Reimbursement Claim for all eligible reimbursements per the Agreement and in the format determined by Iowa DOT. Awardee shall provide all requested supporting documentation, including, but not limited to, invoices and proof of payment for reimbursement of costs already paid; of actual costs incurred; Build America, Buy America certifications; proof of compliance with Davis-Bacon Act; completed wage rate reports; and copies of Certified Transcript of Labor Payroll. Awardee shall submit the reimbursement claim within 60 days of Iowa DOT review and approval of all Tasks and deliverables for the respective period.</p>	<ul style="list-style-type: none"> A. Reimbursement claim form B. Proof of payments for actual costs incurred C. Build America, Buy America certifications D. Proof of Davis-Bacon Act compliance E. Completed wage rate reports F. Copies of Certified Transcript of Labor Payroll G. Any additional documentation requested by and deemed necessary by Iowa DOT
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TASK 4 – OPERATIONS AND MAINTENANCE

During Task 4, the Awardee shall complete the following tasks and furnish the following deliverables.

Due Date	All operations and maintenance work (O&M), corresponding activities, and deliverables must be completed and provided to Iowa DOT by the end of each year of O&M, per the Project Schedule.		
Task Review and Approval	Iowa DOT will review the documentation to confirm that the activities and deliverables are completed and align with the requirements of the Agreement. If required, and at Iowa DOT's request, the Awardee shall remedy or amend the deliverables.		
Task Number	Task Name	Task Description	Deliverable
4.1	Reports	Awardee shall submit the required reports detailed in Task 5, reporting requirements, for 5 years beginning upon receipt of Notice to Proceed to Task 4, Operations and Maintenance.	A. One-time data report B. Annual data reports C. Quarterly data reports D. Maintenance logs (see Task 5.6)
4.2	Safety Training	Awardee shall conduct annual safety training per Attachment 1, Technical Requirements. Awardee shall submit proof of safety training, including the time and location of safety training, training materials, and sign-in sheets listing attendees.	A. Proof of safety training B. Copy of all safety training materials C. Training sign-in sheets
4.3	Uptime Requirements	Awardee shall meet the uptime requirements per 23 CFR 680, and the Agreement. Reimbursements during O&M may be reduced for failure to meet the 97 percent uptime requirement.	A. Annual data reports B. Quarterly data reports C. Maintenance logs (see Task 5.6) D. Customer service reports
4.4	Operations and Maintenance	Starting with the Notice to Proceed to Task 4, the Awardee shall operate and maintain the Project for 5 years, in accordance with the terms of the Agreement.	N/A
4.5	Annual SOC 2 Audit	Cybersecurity operations shall adhere to and maintain certification for System and Organization Controls (SOC 2) and conduct an annual SOC 2 audit.	A. Annual SOC 2 Audit Report

This document continues on the next page.

Attachment 2

4.6	Cybersecurity Event Notification	Awardee shall inform Iowa DOT of any cybersecurity event that requires notification to any person under federal or state law, including data breaches or incidents affecting an electric utility, within 24 hours of the Awardee's discovery of the event.	A. Cybersecurity event notification(s)
4.7	Regularly Scheduled Risk Assessments	Awardee shall conduct regular risk assessments per the schedule provided in Task 3, Construction and Commissioning, and submit the resulting risk assessment reports per Attachment 1, Technical Requirements.	A. Risk assessment reports
4.8	Customer Service Report	Awardee shall submit a report of all customer service activities during the O&M phase. The report shall include all issues reported to customer service by the public and Awardee response and/or action taken in response to the reported issue. The Customer Service Report shall include responses to ADA and Limited English Proficient (LEP) persons. The report shall also include customer service outages, duration of outage, and remedy taken by Awardee to resolve outages.	A. Customer service reports B. Publicly accessible customer service mechanisms
4.9	Annual Cybersecurity Training	Awardee shall conduct annual cybersecurity training per Attachment 1, Technical Requirements. Awardee shall submit proof of cybersecurity training, including the training materials.	A. Proof of cybersecurity training B. Copy of all cybersecurity training materials

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<p>4.9</p>	<p>Annual O&M Reimbursement Claim</p>	<p>Awardee shall send Iowa DOT annual O&M Reimbursement Claims for all eligible reimbursements per the Agreement and in the format determined by Iowa DOT. Awardee shall provide all requested supporting documentation, including, but not limited to, invoices and proof of payment for reimbursement of costs already paid; actual costs incurred; Build America, Buy America certifications; proof of compliance with Davis-Bacon Act; completed Wage Rate Reports; and copies of Certified Transcript of Labor Payroll. Awardee shall submit the reimbursement claim within 60 days of Iowa DOT review and approval of all tasks and deliverables for the respective period.</p>	<ul style="list-style-type: none"> A. Reimbursement Claim Form B. Proof of payments for actual costs incurred C. Build America, Buy America certifications D. Proof of Davis-Bacon Act compliance E. Completed wage rate reports F. Copies of Certified Transcript of Labor Payroll G. Any additional documentation requested by and deemed necessary by Iowa DOT
<p>4.10</p>	<p>Annual updated Letter of Credit</p>	<p>Awardee shall provide to Iowa DOT an updated Letter of Credit in the amount outlined in the Agreement. This shall be provided after Iowa DOT has certified compliance with the Agreement for the prior year.</p>	<ul style="list-style-type: none"> A. Updated Letter of Credit

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TASK 5 – REPORTING REQUIREMENTS

Throughout Tasks 1-4, the Awardee shall complete the following tasks and furnish the following deliverables.

Due Date	All reports shall be submitted in accordance with the due dates described below.		
Task Review and Approval	Iowa DOT will review the documentation to confirm that the activities and deliverables are completed and align with the requirements of the Agreement. The reports shall be submitted in a form detailed by Iowa DOT. If required, and at Iowa DOT's request, the Awardee shall remedy or amend the deliverables.		
Task Number	Task Name	Task Description	Deliverable
5.1	Annual Data Reporting	Awardee shall submit the annual reports per 23 CFR 680.112.	A. Annual reporting data
5.2	Quarterly Data Reporting	Awardee shall submit the quarterly data reports per 23 CFR 680.112. Additionally, the Awardee shall provide the date-time stamp of any service outage, the reason for the outage, and whether the outage is excluded in addition to the duration required by 23 CFR 680.112 (a)8. Awardee shall submit these reports by March 1st, June 1st, September 1st, and December 1st of each year, following the signing of the Agreement.	A. Quarterly data reports
5.3	One-Time Data Report	Awardee shall provide the one-time data submittal required per 23 CFR 680.112.	A. One-Time Data Report

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<p>5.4</p>	<p>Qualified Workforce Training and Technician Documentation</p>	<p>Awardee shall provide proof 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.</p> <p>Further, the Awardee shall provide proof that all electricians installing, operating, or maintaining EV charging infrastructure have obtained certification from the Electric Vehicle Infrastructure Training Program (EVITP).</p> <p>For projects requiring more than one electrician, the Awardee shall provide proof that at least one electrician meets the requirements above, and at least one electrician must be enrolled in an electrical registered apprenticeship program.</p> <p>Awardee shall provide proof that 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. The documentation shall be provided by March 1 of each year following the signing of the Agreement through the duration of all tasks. In addition to the annual reports, this report is also due upon the completion of each task.</p>	<p>A. Qualified workforce training and technician documentation</p>
<p>5.5</p>	<p>Maintenance Records</p>	<p>Awardee shall maintain and provide date and time stamped records of performed preventative and non-preventative maintenance and shall provide these records quarterly. Awardee shall provide these reports by March 1, June 1, September 1, and December 1 of each year.</p>	<p>A. Preventative maintenance record reports B. Non-preventative maintenance record reports</p>
<p>5.6</p>	<p>Application Programming Interface (API)</p>	<p>Awardee shall provide the API per 23 CFR 680.116(c) for the entire length of the Agreement.</p>	<p>A. Publicly Accessible API</p>

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TASK 6 – PROJECT CLOSE-OUT	
Due Date	Awardee shall submit all final deliverables and invoices no later than 90 days from the completion date.
Task Review and Approval	The Project will be closed out upon completion of the 5th year of O&M. Iowa DOT will review the documentation to confirm that the activities and deliverables are completed and align with the requirements of the Agreement. If required, and at Iowa DOT's request, the Awardee shall remedy or amend the deliverables.
Deliverables	Awardee shall submit all remaining performance, financial, and other reports to Iowa DOT that are required by the Agreement.

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TECHNICAL APPLICATION FORM

Below is the Technical Application Form. Applicants should complete all information.

Note: All submitted PDFs shall be searchable and not obfuscated, including images from scanned print-offs. Any application that contains a PDF that is obfuscated and not searchable may be deemed non-responsive.

Applicant Information and Contact Person Information

1. APPLICANT INFORMATION

1.1	Federal Tax ID Number:	
1.2	Applicant Business Name:	
1.3	Unique Entity Identifier (UEI):	
1.4	Mailing Address:	
1.5	City:	
1.6	Contact Person (Authorized agent for all application and communication purposes) Name:	
1.7	Title:	
1.8	Telephone Number:	
1.9	Email Address:	

2. NON-TECHNICAL RESPONSIVENESS CHECK

	Requirement	Requirement Met (Applicant to Complete)	Document and Application page where confirmation of requirement can be found
2.1	Application is submitted by the application deadline and in the format outlined by the NOFO	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2.2	Application includes a completed Letter from the Site Owner, as defined	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Attachment 3

2.3	Application includes an organizational chart, as defined	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2.4	Application includes specification cut sheets for all proposed EV charging equipment	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2.5	Application includes a Preliminary Site Design and Layout, as defined	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2.6	Application includes an Area Map, as defined	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2.7	Application includes signed Federal Form 1273	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2.8	Application includes acknowledgement of all issued addendums	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2.9	All sections of Attachment 3, Technical Application Form, are completed	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2.10	All inputs required in Attachment 4, Cost Proposal Form, are provided	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2.11	Applicant does not appear on any list of suspended or debarred individuals or entities, as defined by the state of Iowa	<input type="checkbox"/> Yes <input type="checkbox"/> No	NA
2.12	Applicant is not barred or suspended from consideration for work with the federal government and does not appear on the Federal Excluded Parties List	<input type="checkbox"/> Yes <input type="checkbox"/> No	NA
2.13	Applicant has provided Applicant's Federal Tax ID Number within the application	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2.14	Application includes a completed Attachment 5 – Utility Data Request Form	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2.15	Application includes required Letter from a Bank or Financial Institution	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2.16	Applicant has provided Applicant's Unique Entity Identifier within the application	<input type="checkbox"/> Yes <input type="checkbox"/> No	

3. TECHNICAL RESPONSIVENESS CHECK

Requirement	Requirement Met (Applicant to Complete)	Document and Application page where confirmation of requirement can be found
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SITE REQUIREMENTS

3.1	The EV charging site is within 1.0 mile of driving distance between the end of at least one off-ramp at the AFC interchange and the entrance to the charging station	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3.2	Charging is publicly available 24 hours a day, 365 days a year	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3.3	Site includes at least one ADA-compliant parking space with access to the EV charging infrastructure	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3.4	Site includes ADA accessible restrooms, per Technical Requirements	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3.5	Site includes access to food and drink, per Technical Requirements	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3.6	Site Plan includes location of required trash cans and recycling receptacles	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3.7	Site includes lighting illuminating EV charging infrastructure and required parking spaces	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3.8	Site includes either video surveillance or on-site staff	<input type="checkbox"/> Yes <input type="checkbox"/> No	

EV CHARGER REQUIREMENTS

3.9	EV charging infrastructure supports at least 150kW per port simultaneously across all ports for continuous charging and has minimum station power capability at 600kW, or above if more than four ports are proposed (the definitions of ports and connectors shall be the same as 23 CFR 680.104)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3.10	EV charging infrastructure has minimum of four DCFC ports (the definition of ports shall be the same as 23 CFR 680.104)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3.11	EV charging infrastructure has the capacity to deliver direct current (DC) output currents of up to at least 350 amps (ADC)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3.12	EV charging infrastructure is capable of operating at full power over an ambient temperature range of minus 22 degrees to 122 degrees Fahrenheit	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3.13	EV charging infrastructure enclosures has a minimum rating of IP54 or equivalent	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Attachment 3

3.14	EV charging infrastructure has the ability to provide DC output voltages within the entire range of 250–920 volts (VDC)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3.15	All EV charging infrastructure includes Combined Charging System (CCS) connectors capable of simultaneously DC fast charging all ports continuously	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3.16	Proposal includes assurances that Applicant will include North American Charging Standard (NACS) connectors per the Technical Requirements	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3.17	All EV charging infrastructure is protected from being hit by vehicles.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
MISCELLANEOUS REQUIREMENTS			
3.18	At least 20% non-federal match is provided by other sources	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3.19	EV charging infrastructure and site meet all requirements of the NOFO and 23 CFR 680	<input type="checkbox"/> Yes <input type="checkbox"/> No	N/A

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4. PROPOSED SITE LOCATION DETAILS

4.1	Distance to AFC and nearest Interstate interchange (provide measurements with a resolution of 0.01 miles), as defined in Attachment 1, Technical Requirements	
4.2	Interstate interchange number:	
4.3	Latitude:	
4.4	Longitude:	

Note: The coordinates above shall indicate the location of the driving point of entry (curb cut) to the charging station, as defined in 23 CFR 680.104

4.5	Provide the parcel number for the charging station:			
4.6	Site Name:			
4.7	Physical Address:			
4.8	City:			
4.9	County:	<table border="1"> <tr> <td>ZIP Code + 4:</td> <td></td> </tr> </table>	ZIP Code + 4:	
ZIP Code + 4:				

5. SITE HOST INFORMATION

5.1	Site Owner (Entity) Legal Name and d/b/a:	
5.2	Is the Site Owner the same as the Site Host? (Yes or No)	
5.3	Site Host (Entity) Legal Name and d/b/a: (If the Site Host is different than the Site Owner)	

APPLICANT BACKGROUND, EXPERIENCE, AND TEAM ORGANIZATION

6. APPLICANT TEAM ORGANIZATION: Complete the chart below, providing a description of the proposed project team structure for the Project. In addition, attach a corresponding organizational chart to the application form.

Organization Name	Key Team Members	Experience and Qualifications	Proposed Roles and Responsibilities

6.1 Any additional team information:

6.2 Has the Applicant had experience with other Title 23 Federal Programs?
 Yes No
 Any additional detail:

This form continues on the next page.

7. APPROACH TO PROJECT MANAGEMENT: Describe the approach to project management in the areas described below.

7.1	Change and Risk Management:
7.2	Schedule Management:
7.3	Customer Service:
7.4	Safety and Reporting:
7.5	Any Additional Project Management Information:

GENERAL PROJECT APPROACH AND UNDERSTANDING

9. PROJECT APPROACH AND UNDERSTANDING: Describe the general project approach and understanding in the areas described below.

9.1

Describe how the applicant plans to maintain compliance with requirements, including reporting:

9.2

Provide an estimated project schedule:

9.3

Describe the proposed EV charging equipment, including the proposed warranties and parts replacement program. Describe how and when NACS connectors will be incorporated into the Project. In addition, attach specification cut sheets for EV charging equipment that clearly identifies the following information per port: power, output current, output voltage, ambient operating temperature, and enclosure environmental rating. The cut sheets will not count towards the page limit.

9.4

Any additional information on project approach and understanding:

10. APPROACH TO PERMITTING AND UTILITY COORDINATION: Describe the proposed approach to permitting and utility coordination in the areas described below.	
10.1	Describe approach to permitting and the anticipated permits required:
10.2	Describe approach to coordinating with utilities: Utility has confirmed it will provide service? <input type="checkbox"/> Yes <input type="checkbox"/> No
10.3	Information on grid capacity:
10.4	Power availability:
10.5	Expected utility upgrades required:
10.6	Any additional information on approach to permitting and utility coordination:

11. APPROACH TO OPERATIONS AND MAINTENANCE: Describe your proposed approach to operations and maintenance in the areas described below.

11.1	Describe approach to O&M:
11.2	Describe how EV charging prices will be established, taking into account the state excise tax on electric vehicle charging, and NEVI requirements:
11.3	Describe approach to O&M beyond year 5, after the NEVI program concludes:
11.4	Any additional information on approach to operations and maintenance:

12. APPROACH TO CYBERSECURITY AND DATA MANAGEMENT: Describe your proposed approach to cybersecurity and data management in the areas described below.

12.1	Describe approach to cybersecurity and data management, ensuring compliance with the Agreement:
12.2	Any additional information on approach to cybersecurity and data management:

SITE PROPOSAL

13. PROPOSED SITE DETAILS, DESIGN, AND LAYOUT: Describe the approach to each item below and clearly identify each item in a Preliminary Site Design and Layout attached to this application. The Preliminary Site Design and Layout shall be clear and legible and must include a 500-foot walking radius centered at the charging ports.

13.1	<p>Vehicular Access Area (Must be identified on both area map and proposed layout) <input type="checkbox"/> Existing <input type="checkbox"/> Proposed/Modifications <i>Any additional detail:</i></p>
13.2	<p>Site upgrades required to meet compliance with requirements <input type="checkbox"/> Existing <input type="checkbox"/> Proposed/Modifications <i>Any additional detail:</i></p>
13.3	<p>EV charging designated parking spaces <input type="checkbox"/> Existing <input type="checkbox"/> Proposed/Modifications <i>Any additional detail:</i></p>
13.4	<p>ADA-compliant EV charging parking spaces <input type="checkbox"/> Existing <input type="checkbox"/> Proposed/Modifications <i>Any additional detail:</i></p>
13.5	<p>EV Charge Ports (Using the definitons in 23 CFR 680.104) <input type="checkbox"/> Existing <input type="checkbox"/> Proposed/Modifications <i>Any additional detail:</i></p>
13.6	<p>Electrical Infrastructure <input type="checkbox"/> Existing <input type="checkbox"/> Proposed/Modifications <i>Any additional detail:</i></p>
13.7	<p>Restrooms <input type="checkbox"/> Existing <input type="checkbox"/> Proposed/Modifications <i>Any additional detail:</i></p>

13.8	<p>Food <input type="checkbox"/> Existing <input type="checkbox"/> Proposed/Modifications <i>Any additional detail:</i></p>
13.9	<p>Lighting <input type="checkbox"/> Existing <input type="checkbox"/> Proposed/Modifications <i>Any additional detail:</i></p>
13.10	<p>Security Cameras or Security Staff On-Site <input type="checkbox"/> Existing <input type="checkbox"/> Proposed/Modifications <i>Any additional detail:</i></p>
13.11	<p>Site Signage (Must be identified on both Area Map and Proposed Layout) <input type="checkbox"/> Existing <input type="checkbox"/> Proposed/Modifications <i>Any additional detail:</i></p>
13.12	<p>Any additional information on proposed site design and layout, including any additional amenities not already outlined:</p>

14. AREA MAP: Describe the approach to each item below and clearly identify each item in an Area Map attached to this application. The Area Map shall be clear and legible and include details that show the site location in relation to the AFC, indicating the distance from the interchange to the site as defined in the NOFO.

14.1	<p>Vehicular Access Area (Must be identified on both Area Map and Proposed Layout) <input type="checkbox"/> Existing <input type="checkbox"/> Proposed/Modifications <i>Any additional detail:</i></p>
14.2	<p>Security Cameras or Security Staff On-Site <input type="checkbox"/> Existing <input type="checkbox"/> Proposed/Modifications <i>Any additional detail:</i></p>
14.3	<p>Site Signage (Must be identified on both Area Map and Proposed Layout) <input type="checkbox"/> Existing <input type="checkbox"/> Proposed/Modifications <i>Any additional detail:</i></p>

15. PRIMARY AMENITIES: If included in the proposal, describe the approach to each item below and clearly identify each item in the Preliminary Site Design and Layout attached to this application.

15.1	<p>Additional parking spaces for overflow <input type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> N/A <i>Any additional detail:</i></p>
15.2	<p>Retail <input type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> N/A <i>Any additional detail:</i></p>
15.3	<p>Restaurant <input type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> N/A <i>Any additional detail:</i></p>
15.4	<p>Cover/Shade above chargers <input type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> N/A <i>Any additional detail:</i></p>
15.5	<p>Seating/Benches <input type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> N/A <i>Any additional detail:</i></p>
15.6	<p>Space for pull-through passenger trucks, RVs, and pulling trailers (including maximum supported vehicle size and turn radius) <input type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> N/A <i>Any additional detail:</i></p>
15.7	<p>Spare parts on-site (e.g. cables, connectors, etc.) <input type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> N/A <i>Any additional detail:</i></p>
15.8	<p>Wi-Fi coverage for EV users (Does not need to be identified on Layout) <input type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> N/A <i>Any additional detail:</i></p>

16. ADDITIONAL AMENITIES: If included in the proposal, describe the approach to each item below and clearly identify each item in the Preliminary Site Design and Layout attached to this application.

16.1	Dog Park <input type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> N/A <i>Any additional detail:</i>
16.2	Playground Area <input type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> N/A <i>Any additional detail:</i>
16.3	Squeegee <input type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> N/A <i>Any additional detail:</i>
16.4	Emergency Call Boxes <input type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> N/A <i>Any additional detail:</i>

INNOVATION AND RESILIENCY

17. APPROACH TO SITE RESILIENCY: If included in the proposal, describe your proposed approach to site resiliency in the areas described below.

17.1	Back-Up Power <input type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> N/A <i>Detailed Description:</i>
17.2	Undergrounding of lines/conduits <input type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> N/A <i>Detailed Description:</i>
17.3	Energy Storage <input type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> N/A <i>Detailed Description:</i>

17.4	Environmental Hardening <input type="checkbox"/> Existing <input type="checkbox"/> Proposed Detailed Description:
17.5	Future proofing (battery storage, expansion plans, medium/heavy duty upgrades, etc.) <input type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> N/A Detailed Description:
17.6	Any additional information on site resiliency:

18. APPROACH TO INNOVATION: If included in the proposal, describe your proposed approach to site innovation, including innovations that may reduce costs or bring additional value to EV drivers and the Project:

18.1	
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WORKFORCE, EQUITY, AND RURAL CONSIDERATIONS

19. APPROACH TO WORKFORCE: Describe your proposed approach to workforce in the areas described below.

19.1	Describe approach to recruiting, training, and maintaining a qualified workforce, per the requirements of the NOFO:
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20. Equity and Disadvantaged Community (DAC) Considerations: Describe your proposed approach to equity and DAC considerations in the areas described below. (Guidance on how to identify if proposed site is located in a DAC using the CJEST tool or DOT DAC tool and provide census tract(s) of benefitted communities can be

- 20.1 Project is located in a Historically Underserved Community or DAC
 Yes No
Detailed Description:
- 20.2 Describe current or future engagement and outreach efforts that include the groups and individuals identified as a DAC:
- 20.3 Describe any proactive efforts to discuss the potential effects of new EV charging infrastructure in DACs:

21. RURAL CONSIDERATIONS

- 21.1 Describe approach to rural considerations, including any mitigation to known rural risks and challenges to implementing charging infrastructure for this project:

22. SMALL BUSINESSES

- 22.1 Describe if the project will use small businesses, as defined by Iowa DOT (small businesses are defined as making less than \$4 million in gross income, computed as an average of the preceding three fiscal years):
- 22.2 Any additional information on workforce, equity, and rural considerations:

CERTIFICATION

Before certifying the accuracy of this application, please review the entire NOFO and attachments, as well as all required documentation and narrative information below. In addition, all applicants must include acknowledgement of all issued addendums, per the instructions detailed in the addendum. Ensure all required submittals have been completed prior to emailing your submission to iowanevi.nofa@iowadot.us by xxx Central Standard Time.

Required Documentation and Narrative Information

- A. Attachment 3, Technical Application Form (PDF Format) with all parts completed
 - a. Organizational chart
 - b. EV charging equipment cut sheets
 - c. Preliminary Site Design and Layout
 - d. Area Map
- B. Attachment 4, Cost Proposal Form (Excel Format) with all parts completed
- C. Attachment 5, Utility Data Request Form
- D. Letter from the Site Host
- E. Letter from Bank or Financial Institution
- F. Acknowledgement of FHWA Form 1273
- G. Acknowledgement of all Issued Addendums

The undersigned is an official authorized to represent the applying organization. The person signing this document must have the authority to contractually bind the organization or be the designated fiscal agent.

Certification

I certify that if awarded, all proposed activities will be carried out, that all money received will be utilized solely for the purposes for which it is intended, that records documenting the planning process and implementation will be maintained and submitted when requested; and the Iowa Department of Transportation is hereby granted access to inspect Project Sites and/or records.

I acknowledge I have thoroughly examined the Notice of Funding Opportunity and, to the best of my knowledge and belief, all information included in this application is true and accurate, including the commitment of all physical and financial resources. This application has been duly authorized by the applying organization. I understand that intentionally providing false information in this application may result in criminal prosecution under Iowa Code § 714.8(3) and may be a reason to reject my application.

If funding is awarded for the project described in this application, I understand that an executed agreement between the Applicant and Iowa DOT is required before the project can be started, costs incurred, or such funding authorized for use in implementing the project.

Attachment 3

I certify under penalty of perjury and pursuant to the laws of the state of Iowa that the preceding is true and correct.

Applicant (Legally Responsible Entity): _____

Authorized Signature: _____

Print Name/ Title: _____

Date: _____

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Attachment 4 - Cost Proposal

Applicant Business Name						
	Capital Costs	Year 1 O&M Costs	Year 2 O&M Costs	Year 3 O&M Costs	Year 4 O&M Costs	Year 5 O&M Costs
Capital Costs	\$ 600.00					
Pre-construction Costs	\$ 100.00					
Construction Costs	\$ 100.00					
EV Charger Acquisition Costs	\$ 100.00					
Utility Upgrades	\$ 100.00					
Workforce Development Activities	\$ 100.00					
Miscellaneous Capital Costs	\$ 100.00					
O&M Costs*		\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
Internet and Charger Network Fees		\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
Maintenance and Repair Costs		\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
Data Sharing and Reporting Costs		\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
Electricity Costs		\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
Workforce Development Activities		\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
Other Operating Costs		\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
Requested Reimbursement Percentage (%)	80%	80%	80%	80%	80%	80%
Annual Reimbursement Amount (\$)	\$ 480.00	\$ 480.00	\$ 480.00	\$ 480.00	\$ 480.00	\$ 480.00
Retainage Withheld (\$)	\$ 192.00					
Retainage Released (\$)	\$ -	\$ 38.40	\$ 38.40	\$ 38.40	\$ 38.40	\$ 38.40
Maximum Total Reimbursement Including Retainage (\$)	\$ 288.00	\$ 518.40	\$ 518.40	\$ 518.40	\$ 518.40	\$ 518.40
Applicant Cost Share (%)	20%	20%	20%	20%	20%	20%
Total Capital Costs	\$ 600.00					
Total O&M Costs	\$ 3,000.00					
Total Project Costs	\$ 3,600.00					
Maximum Total Capital Reimbursement Amount (\$)	\$ 480.00					
Maximum Total O&M Reimbursement Amount (\$)	\$ 2,400.00					
Maximum Total Project Reimbursement**	\$ 2,880.00					

Instructions: Fill in the yellow boxes with the required information.

DO NOT adjust any of the formulas or fill information in the white boxes. The white boxes will autopopulate based upon inputs from yellow boxes.

* Eligible O&M costs are reimbursible for up to \$40,000 each year of the 5-year period per charging site. Actual disbursements can vary annually, but cannot exceed \$40,000 in any single year.

* O&M Requested Reimbursement Percentage (%) must be the same for all 5 years

**The Maximum Total Project Reimbursement is subject to confirmation by the Iowa DOT that all proposed costs outlined in this proposal are eligible per 23 CFR 680.

Applicant (Legally Responsible Entity)	
Authorized Signature (Digital)	
Print Name/Title	
Date	

UTILITY DATA REQUEST FORM

The purpose of this Utility Data Request Form is to provide a tool for Applicants to request the required utility-related information for potential EV charging stations. The information collected in this form can then be used by the Applicant to inform their Applications and Cost Proposals. This form will be submitted as part of the application, but will not be scored. It will be a part of the non-technical responsiveness check. The Applicant is encouraged to complete their portion of the form and send it to the utility requested to serve the facility so the utility can provide preliminary information on the potential costs, ability to serve the requested load at the applicant location, and other information it deems useful for evaluating the utility services and costs at a specific site.

Applicants are encouraged to provide a Site Plan to the utility with this form to help inform the utility's responses.

More information about the Iowa DOT NEVI program can be found at <https://iowadot.gov/iowaevplan> or by emailing iowa.evplan@iowadot.us.gov.

This document continues on the next page.

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To be completed by Applicant:

Applicant Information			
Company Name			
Contact Name			
Contact Address			
Contact Email			
Contact Phone			
Site Host Information (if different than Applicant)			
Company Name			
Site Address			
Street			
City		ZIP plus 4	
Electrician/Engineer Information (if different than applicant)			
Company Name			
Contact Name			
Contact Email			
Contact Phone			
EVSE location on site (lat/long)			
Do you have a detailed Site Plan or preliminary design developed? If so, please submit a drawing or rendering with this document.			
If project receives funding, developer intends to break ground on this date:			
Electrical Load Information			
Proposed Number of Chargers and Charger Size (kW)			
Proposed Connected Load (kW)	<i>Note: 600 kW minimum for NEVI compliant station</i>		
Requested Service Voltage	<i>Note: 480 V /3PH typical for NEVI compliant station</i>		
Is overhead or underground service currently available at the site?			
Expected load profile (if known)			
At what hour of the day is peak load anticipated to occur?			
How is load expected to vary across the day?			
Projected monthly energy use (kWh)			

This form continues on the next page.

Applicant (Continue completion of this page)	
Is the applicant planning to install battery energy storage or solar system at the site? If so, please describe the size, capacity, and basic system information.	
Will the EVSE load be added to an existing meter/account, or will a new account be requested?	
If EVSE load will be added to an existing account, provide account number.	
If you have any additional documents related to the proposed charging site, expected load profile, etc., please attach them here.	
Please indicate when the desirable in-service date is for the station. Please understand that it can take 1 year or more for the utility to obtain transformers and other equipment.	

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To be completed by utility:

Utility Ability to Serve (to be completed by utility)	
Note to Utility regarding the equipment provided under the NEVI program: All utility upgrades for NEVI sites must meet Build America, Buy America Act compliance (<i>Federal Register: Build America, Buy America Compliance Guidance for Grants and Agreements</i>)	
Additional information can be attached to this data request sheet. For instance, a map of system capacity for a given area or a single letter from the utility describing available service for a given exit so as to avoid answering multiple individual requests.	
Three-phase power available at EVSE location?	Y or N
If power is not available, where is the nearest service? (i.e. lat/long, address, distance, direction)?	
Can requested connected load be served?	Y or N
Utility will provide power if site/application is selected?	Y or N
Utility service application process next steps:	
Preliminary cost estimates/ range of all potential costs. Please include line item costs, a total cost, and if applicable, identify what costs will be invoiced to the customer.	
\$	
Other information worth noting (i.e., rates, supply lead times, etc.); Summary of scope of work and equipment to provide service.	

This form continues on the next page.

Contact information to further discuss rates, connection, etc.	
Contact Name	
Contact Email	
Contact Phone	
<i>Disclaimer: It is understood that the information provided by the Utility is non-binding until a formal service application is received by the Utility from the selected applicant. The information above is provided as a preliminary step for NEVI station applicant's due diligence in determining potential site viability and implementation costs.</i>	
Utility Representative Name	
Signature	
Date	

Additional Information:

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ATTACHMENT 6 - DRAFT AGREEMENT

IOWA DEPARTMENT OF TRANSPORTATION Standard Agreement Terms and Conditions for a National Electric Vehicle Infrastructure (NEVI) Project

This Agreement is between the State of Iowa, acting through its Department of Transportation (Iowa DOT) and [full legal name of the awardee including its address – can also include a d/b/a] ("Awardee").

AWARDEE INFORMATION			
Company		Federal Tax ID	
Street Address	City	State	Zip Code
Contact Name	E-mail Address	Phone	Fax

RECITALS

1. The purpose of this Agreement is to provide funding to the Awardee to acquire, construct, install, operate, maintain, and own electric vehicle (EV) charging stations using Federal Highway Administration (FHWA) National Electric Vehicle Infrastructure funds. The Awardee shall operate and maintain the EV charging stations for 5 years from the date the Iowa DOT issues a Notice to Proceed to Task 4.
2. All applicable requirements of Title 23 United States Code (USC) and 2 Code of Federal Regulations (CFR) Part 200 apply to the administration of these funds, which include, but are not limited to: 23 CFR 680, FHWA Federal Form 1273, the Davis Bacon Act, the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, the National Environmental Policy Act of 1969 (NEPA), and the Build America, Buy America Act. In addition to these requirements, the Awardee must comply with all other standards and requirements that may be required by federal, state, and local laws.
3. Awardee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of the State.
4. Awardee certifies by signature on this Agreement, under pain of penalties for false certification, that the Awardee has complied with Iowa Code Section 452A.17(1.a.8) as amended, if applicable, and Iowa Code Section 91C.5 (Public Registration Number), if applicable.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 Effective Date.** This Agreement will be effective on [Spell out full date (e.g., August 1, 2016)], or the date the State obtains all required signatures, whichever is later. No payments will be made to Awardee until this Agreement is fully executed. Awardee must not begin work under this Agreement until this Agreement is fully executed and Awardee has been notified by the State's Authorized Representative to begin the work.
- 1.2 Expiration Date.** This Agreement will expire no later than [Spell out full date, which shall be 7 years from the Effective Date], which is 7-years from the Effective Date, or when all obligations have been satisfactorily fulfilled, whichever occurs first. If required, the Awardee can request, in writing, a no-cost time extension from the State. The request shall include an explanation for the time delays and need for time extension. The State has the authority to approve or deny any such request.
- 1.3 Exhibits.** It is agreed that the following documents are made a part hereof and together with this instrument constitute the Agreement. This Agreement contains all of the terms and conditions agreed upon by the parties hereto.
 - Exhibit A: Notice of Funding Opportunity
 - Exhibit B: Technical Application Form
 - Exhibit C: Cost Proposal Form

- Exhibit D: Technical Requirements
- Exhibit E: Scope of Work
- Exhibit F: Executed Site Host Agreement
- Exhibit G: Letter of Credit
- Exhibit H: Invoice Template
- Exhibit I: FHWA Form 1273
- Exhibit J Standard Title VI / Non-Discrimination Assurance Form
- Exhibit K: Predetermined Wage Rate IA22 – 28.0

2 Awardee’s Duties

- 2.1 Awardee shall perform the duties specified in the Exhibits listed above, which are attached and incorporated into this Agreement.
- 2.2 Awardee shall comply with all requirements and regulations specified in the Exhibits listed above, which are attached and incorporated into this Agreement.
- 2.3 Awardee shall submit required reports per Exhibit E. If a required report is past due, payments will not be made until the Awardee has submitted the required report.
- 2.4 Awardee shall maintain separate accounts for this Project in accordance with generally accepted accounting principles. Accounts must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions. In addition, accounts must be sufficient to allow for the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the federal statutes, regulations, and the terms and conditions of the federal award.
- 2.5 Awardee shall maintain all records for the Project separately and shall make them available to Iowa DOT for review in a timely manner, if requested.
- 2.6 Awardee shall procure all necessary permits and licenses; pay all charges, fees, and taxes; and give all notices necessary and incident to the due and lawful prosecution of the Agreement.
- 2.7 Awardee is presumed to be familiar with all laws, ordinances, and regulations that may in any manner affect those engaged or employed upon the work, or materials or equipment used in or upon the work, or that may in any way affect the conduct of the work. Awardee shall so conduct the work such that conflict with any such laws, ordinances, or regulations will be avoided, and the Awardee shall save harmless Iowa DOT and its representatives against any claims arising from violation thereof.

3 Time

- 3.1 Awardee must comply with all the time requirements described in this Agreement. In the performance of this Agreement, time is of the essence. If additional time is required to complete a Task, the Awardee must submit a request for a time extension, in writing, to Iowa DOT providing details as to why additional time is required. Iowa DOT reserves the right to ask for additional information and approve or deny time extensions at the Iowa DOT’s discretion.

4 Consideration and Reimbursement

- 4.1 **Consideration.** The State will reimburse for all services performed by Awardee under this Agreement as follows:

- 4.1.1 **Reimbursement.** Awardee will be reimbursed according to Exhibit C, Submitted Cost Proposal, and in alignment with the table below. If actual expenses are less than the costs included in Exhibit C, the Awardee will be reimbursed for no more than their Requested Reimbursement Percentage (%) of eligible costs for both capital and operations and maintenance (O&M) costs. All O&M Reimbursements shall be capped at \$40,000 per year for the 5-year O&M period, regardless of the Requested Reimbursement Percentage.

Payment Number	Deliverables Required for Payment
Capital Payment 1	Completion of Tasks 1-3 and 5
O&M Payment 1	Completion of Tasks 4 and 5 after year 1 of O&M

Payment Number	Deliverables Required for Payment
O&M Payment 2	Completion of Tasks 4 and 5 after year 2 of O&M
O&M Payment 3	Completion of Tasks 4 and 5 after year 3 of O&M
O&M Payment 4	Completion of Tasks 4 and 5 after year 4 of O&M
O&M Payment 5	Completion of Tasks 4 and 5 after year 5 of O&M

- 4.1.2 Total Obligation.** The total obligation of the State for all capital reimbursements to Awardee under this Agreement will not exceed \$[] or [] percent of the total incurred eligible capital costs. The total obligation of the State for all O&M reimbursements to Awardee under this Agreement will not exceed \$[] or [] percent of the total incurred eligible O&M costs.
- 4.1.3 Matching Funds.** Awardee shall provide the Applicant Cost Share in Exhibit C, which shall be no less than 20 percent of the total Project Costs. Awardee is responsible for all costs that exceed the Total Obligation.
- 4.1.4 Eligible Costs.** Awardees shall be reimbursed for Eligible Costs according to Exhibit C and are deemed eligible according to 23 CFR 680 and federal, state, and local laws.
- 4.1.5 Ineligible Costs.** Awardee shall not be reimbursed for costs incurred prior to execution of this Agreement, costs deemed ineligible per 23 CFR 680; federal, state, or local laws; costs that exceed the Total Obligation; or costs incurred for work that does not meet the requirements of this Agreement at the sole discretion of Iowa DOT.
- 4.1.6 Withholding.** Iowa DOT will withhold 40 percent of the actual costs incurred for the Maximum Total Capital Reimbursement Amount due, as detailed in Exhibit C. Of this withholding, 20 percent will be released on an annual basis at the time of Annual O&M Payments, if all performance requirements and obligations of the Agreement are met.
- 4.1.7 Letter of Credit.** Awardee shall provide a Letter of Credit in the amount of 60% of the Maximum Total Project Reimbursement, per the requirements of the Agreement. After each successful year of operations and maintenance the total amount of the Letter of Credit can be reduced by 20% following notification from Iowa DOT. Iowa DOT reserves the right to determine if successful operations and maintenance has been met and has sole discretion to provide such notification.
- 4.1.8 Performance Deductions.** If Awardee does not meet the required 97 percent uptime per this Agreement, the following performance deductions will be subtracted from that year’s O&M payment: \$1,000 will be deducted for every percentage point, or fraction thereof, that the 97 percent uptime is not met on a per-port basis, per the NEVI Rule. If there is no remaining O&M payment for the deduction to be subtracted from, the amount will be deducted from the remaining withholding. Once a Performance Deduction occurs, those funds cannot be recouped and are permanently subtracted from the Total Obligation.
- 4.1.9 Program Income.** For the purposes of program income or revenue earned from the operation of an EV charging station, all revenues received from operation of the EV charging facility shall only be used for:
- (i) Debt service with respect to the EV charging station project, including funding of reasonable reserves and debt service on refinancing;
 - (ii) A reasonable return on investment of any private person financing the EV charging station project, as determined by the State or other direct recipient;
 - (iii) Any costs necessary for the improvement and proper operation and maintenance of the EV charging station, including reconstruction, resurfacing, restoration, and rehabilitation;
 - (iv) If the EV charging station is subject to a public-private partnership agreement, payments that the party holding the right to the revenues owes to the other party under the public-private partnership agreement; and
 - (v) Any other purpose for which federal funds may be obligated under Title 23 USC.
- 4.1.10 Reasonable Return on Investment.** Awardee shall not make more than a Reasonable Return on Investment on the Project. Reasonable Return on Investment on the project is defined as no more than 15 percent annual profit on the Project. This Profit is defined as the remainder of all revenue received from the operation of the Project and reimbursements (Total Revenue) after all eligible expenses (reimbursable

or non-reimbursable) have been deducted. For this calculation only, the Total Capital Costs of the Project shall be applied as an expense divided equally between the first 5 years.

$$\text{Profit \%} = \frac{(\text{Revenue from Operations} + \text{Reimbursements}) - (\text{Eligible Expenses} + \frac{\text{Total Capital Costs}}{5})}{\text{Eligible Expenses} + \frac{\text{Total Capital Costs}}{5}} \times 100\%$$

Revenue: Revenue received from the operation of the Project and Reimbursements

Expense: All eligible expenses (reimbursable or non-reimbursable) and 20 percent of Total Capital Costs

Any Profit over 15 percent must be returned to Iowa DOT. Awardee shall provide a letter signed by a certified public accountant (CPA) with each invoice stating the profit amount earned. If more than 15 percent profit was earned, the difference will be subtracted from the amount owed to the Awardee. If this amount exceeds the final payment, the Awardee shall return the required amount to Iowa DOT in a means determined by Iowa DOT. Iowa DOT may ask the Awardee to provide documentation as to the amount of profit earned.

4.2 Payment

4.2.1 Invoices. Awardee will submit invoices for payment by [describe method]. Exhibit H, which is attached and incorporated into this Agreement, is the form Awardee will use to submit invoices. The State's Authorized Representative, as named in this Agreement, will review each invoice against the approved Exhibit C, Cost Proposal, expenditures to-date, including proof of expenditures, and the required report before approving payment. The State will promptly pay Awardee after Awardee presents an itemized invoice for the services performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and no later than 90 days after the completion of tasks detailed in 4.1.1, Reimbursement.

4.2.2 All Invoices Subject to Audit. All invoices are subject to audit, at the State and FHWA's discretion. Audits will be conducted using the cost principles and procedures set forth in 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

4.2.3 State's Payment Requirements. State will make undisputed payments no later than 45 days after receiving Awardee's invoices and required reports for services performed. If an invoice is incorrect, defective, or otherwise improper, State will notify Awardee within ten days of discovering the error. After State receives the corrected invoice, State will pay Awardee within 45 days of receipt of such invoice.

4.2.4 Prompt Payment to Subcontractors. Awardee shall comply with all federal and state prompt payment requirements, including the following:

4.2.4.1 Awardee shall pay each subcontractor promptly. Any delay or postponement of payment among the parties may take place only for good cause, with written notification to the subcontractor. A payment, excluding subcontractor retainage, to a subcontractor for satisfactory performance of the subcontractor's work shall be made by the Awardee no later than one of the following, as applicable:

- 7 calendar days after the Awardee receives payment for the subcontractor's work.
- 7 calendar days after the Awardee could have received payment for the subcontractor's work, if the reason for nonpayment is not the subcontractor's fault.

4.2.4.2 The Awardee may withhold up to 5 percent of each progress estimate on work performed by subcontractors as subcontractor retainage.

4.2.4.3 Subcontractor retainage shall be payable by the Awardee within 30 calendar days after satisfactory completion of the work by the subcontractor. Subcontractor's work is completed satisfactorily when all requirements called for in the subcontract have been accomplished and required documentation has been provided by the subcontractor. Non-bonded subcontractors may be required to submit proof of payment for all material bills and wages to the Awardee before the Awardee is required to pay the subcontractor retainage.

4.2.5 Unexpended Funds. Any funds that remain at the end of the Project shall revert to Iowa DOT's NEVI Formula Funding Program.

4.2.6 Repayment of Funds. Awardee shall repay any and all funds received as a result of this Agreement in the event of default or unlawful use of funds. Iowa DOT may request for the repayment of funds from the Awardee or Iowa DOT may make a claim against the Letter of Credit provided to the Department, at the Department's sole discretion.

4.2.7 Closeout. Awardee shall submit all required reports, documents, and invoices per Exhibit E before final payment will be made by the State and the Project will be closed out.

4.3 Contracting Requirements. All contracts, subcontracts, and agreements between Awardee and third parties must contain all applicable provisions of this Agreement, and copies shall be provided to Iowa DOT within 30 days of execution of said contracts, subcontracts, and agreements. Except for the furnishing and transportation of materials, no portion of a contract let through Iowa DOT shall be sublet, assigned, or otherwise disposed of except with Iowa DOT's written authorization. Where a subcontract has been authorized, the subcontractor shall be responsible to complete that portion of the contract with its own organization. On contracts involving federal aid, the agreement between the Awardee and subcontractor shall be in writing, and Form FHWA-1273 and the most recent Iowa predetermined wage rates shall be physically attached to each such agreement.

5 Conditions of Payment. All services provided by Awardee under this Agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Awardee will not receive payment for work the State finds to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representatives

6.1 The State's Authorized Representative is:

[name, title, address, telephone number, email], or his/her successor. The State's Authorized Representative has the responsibility to monitor Awardee's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Awardee's Authorized Representative is:

[name, title, address, telephone number, email]. If Awardee's Authorized Representative changes at any time during this Agreement, Awardee will immediately notify the State.

7 Assignment Amendments, Waiver, and Agreement Complete

7.1 Assignment. Awardee may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

7.2 Amendments. Any amendments to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or the State's right to subsequently enforce it.

7.4 Agreement Complete. This Agreement contains all negotiations and agreements between the State and Awardee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7.5 Electronic Records and Signatures. The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

7.6 Certification. By signing this Agreement, the Awardee certifies that it is not suspended or debarred from receiving federal or state awards.

8 Indemnification, Liability, and Insurance

8.1 Indemnification. Awardee shall defend, indemnify and hold harmless the State of Iowa, the Department, and its officers and employees from and against any and all losses, claims or causes of action, including attorney’s fees, accruing or resulting from any and all claims by subcontractors, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all losses, claims or causes of action, including attorney’s fees, accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Awardee or Awardee’s agents or employees in the performance of this Agreement, including the operation of the EV charging station contemplated herein.

8.2 This clause will not be construed to bar any legal remedies Awardee may have for the State's failure to fulfill its obligations under this Agreement.

8.3 Certificate of Insurance. The Awardee's certificate of liability and property damage insurance described in [Article 1107.02](#) shall be filed with Iowa DOT on or before the execution of the Agreement and shall be maintained throughout the prosecution of the work and until final acceptance and completion of the Agreement. A separate verification shall be required for agreements awarded on the basis of joint bids.

8.3.1 Insurance Coverage. It shall be the Awardee’s responsibility to have liability insurance covering all of the construction operations and operations and maintenance incident to contract completion and the Awardee must provide a "Certificate of Insurance" to Iowa DOT at the time of execution of the contract. The certificate shall identify the insurance company firm name and address, Awardee name, policy period, type of policy, limits of coverage, and scope of work covered (single contract or statewide). This requirement shall apply with equal force, whether the work is performed by persons employed directly by the Awardee, including a subcontractor, persons employed by a subcontractor, or by an independent contractor.

8.3.1.1 In addition to the above, Iowa DOT shall be included as an insured party, or a separate owner's protective policy shall be filed showing Iowa DOT as an insured party.

8.3.1.2 The liability insurance shall be written by an insurance company (or companies) qualified to do business in Iowa. For independent contractors engaged solely in the transportation of materials, the minimum coverage provided by such insurance shall be not less than that required by Chapter 325A, Code of Iowa, for such truck operators or contract carriers as defined therein. For all other awardees, contractors, subcontractors, independent contractors, and Iowa DOT, the minimum coverage by such insurance shall be as follows:

General Liability, including: Independent Contractors, Contractual Liability, Products and Completed Operations

BODILY INJURY
\$500,000 Each Occurrence
\$500,000 Aggregate
PROPERTY DAMAGE
\$250,000 Each Occurrence
\$250,000 Aggregate
or
BODILY INJURY AND PROPERTY DAMAGE – COMBINED SINGLE LIMIT*
\$750,000 Each Occurrence
\$750,000 Aggregate

*A comprehensive Catastrophe Liability Policy (Umbrella) can be used to aid in achieving the minimum required limits.

8.3.1.3 Failure on the part of the Awardee to comply with the requirements of this article will be considered sufficient cause to suspend the work, withhold estimates, and to deny the Awardee from receiving further contract awards, as provided in [Article 1103.01](#)

9 Government Data Practices.

9.1 Data Request. Agreements with the State of Iowa are part of the public domain, subject to the requirements and limitations of the [Iowa Open Records Act \(Iowa Code Chapter 22\)](#). To the extent the Awardee is accumulating data or other information protected from disclosure by statute or third-party contract, the Awardee must comply with those requirements.

9.2 Records. Awardee shall maintain books, records, documents, and other evidence pertaining to all costs and expenses incurred and revenues received under this Agreement in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services, and other costs and expenses of whatever nature, for which payment is claimed under this Agreement. The Awardee shall maintain books, records, and documents in sufficient detail to demonstrate compliance with the Agreement and shall maintain these materials for a period of 5 years beyond the end date of the Agreement or December 31, 2032, whichever is later. Records shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the Agreement covered by the records. In these instances, the records shall be retained until the litigation, audit, or claim has been resolved.

9.3 Access to Records/Inspections. Awardee shall permit and allow Iowa DOT, its representatives, representatives of Treasury, FHWA, and/or Iowa's Auditor of State to access and examine, audit and/or copy the following, wherever located: any plans and work details pertaining to the Agreement; all of the Awardee's books, records, policies, client files, and account records; all other documentation or materials related to this Agreement; and any facility used to carry out the Project facility. Awardee shall provide proper facilities for making such examination and/or inspection of the above-mentioned records and documentation. Awardee shall not impose a charge for audit or examination of the Awardee's information and facilities.

10 Safety, Health, Pollution, and Sanitation. In the performance of the Agreement the Awardee shall comply with all applicable laws, rules, regulations, and ordinances governing safety, health, pollution, sanitation, noise control, and disposal of waste materials. Awardee shall also make available such additional safeguards, safety devices, protective equipment, and take such actions as are reasonably necessary to protect the life and health of employees and the public. Violations of properly promulgated laws, rules, regulations, and ordinances reported to the State's Authorized Representative by responsible agencies may result in the issuance of a suspension order until such time as the violation is corrected.

11 Workers Compensation. The Awardee's employees and agents will not be considered State employees. Any claims that may arise on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 Publicity. Awardee shall notify the State of any publicity regarding the subject matter of this Agreement and allow the State to determine if it wants to be identified as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For the purposes of this provision, publicity includes notices, informational pamphlets, press releases, and similar public notices prepared by or for the Awardee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Agreement.

12.2 Endorsement. The Awardee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

13.1 Venue. This Agreement shall be interpreted in accordance with the laws of the state of Iowa, and any action

relating to this Agreement shall only be commenced in the Iowa District Court for Story County or the United States District Court for the Southern District of Iowa.

13.2 Notice of Proceedings. Awardee shall notify Iowa DOT within 30 days of the initiation of any claims, lawsuits, or proceedings brought against the Awardee.

13.3 Notices to the Iowa DOT. In the event the Awardee becomes aware of any material alteration in the Project, initiation of any investigation or proceeding involving the Project, or any other similar occurrence, the Awardee shall notify Iowa DOT promptly.

14 Default.

14.1 Events of Default. The following shall constitute Events of Default under this Agreement:

14.1.1 Material Misrepresentation. If at any time any representation, warranty, or statement made or furnished to Iowa DOT by, or on behalf of, the Awardee in connection with this Agreement or to induce Iowa DOT to make an award to the Awardee shall be determined by the Iowa DOT to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to Iowa DOT's satisfaction within 30 days after written notice by the Iowa DOT is given to the Awardee.

14.1.2 Noncompliance. If there is a failure by the Awardee to comply with any of the covenants, terms, or conditions contained in this Agreement.

14.1.3 Misspending. If the Awardee expends grant proceeds for purposes not described in the Proposal, this Agreement, or as authorized by Iowa DOT.

14.1.4 Lack of Capacity. If the Awardee demonstrates a lack of capacity to carry out the approved activities and services in a timely manner and with the funds awarded, at the sole discretion of Iowa DOT.

14.1.5 Abandonment. If the Awardee abandons any activities or services assisted under this Agreement.

14.1.6 Failure to Comply with Laws. If the Awardee has failed to verify compliance with any state or federal laws, rules, regulations, guidance, or orders.

14.2 Notice of Default. Iowa DOT shall issue a written notice of default providing therein a 15-day period in which the Awardee shall have an opportunity to cure, provided that cure is possible and feasible.

14.3 Remedies upon Default. If the default remains after the opportunity to cure, Iowa DOT shall have the right, in addition to any rights and remedies available by law, to do one or more of the following:

14.3.1 Reduce Payment. Reduce the level of funds the Awardee would otherwise be entitled to receive under this Agreement,

14.3.2 Repayment. Require immediate repayment of up to the full amount of funds disbursed to the Awardee under this Agreement, including making a claim against the Letter of Credit provided to the Department, up to the full amount of the Letter of Credit. Iowa DOT shall have sole discretion to determine the amount of the claim.

14.3.3 Conditional Payments. Refuse or condition any future disbursements upon conditions specified in writing by Iowa DOT.

15 Termination; Suspension.

15.1 Termination by the State. The State may terminate this Agreement at any time, with or without cause, upon written notice to the Awardee. Upon termination, the Awardee will be entitled to payment, determined on a pro rata basis, for services performed satisfactorily.

15.2 Termination for Cause. The State may immediately terminate this Agreement if the State finds there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Awardee has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were awarded have not been or will not be fulfilled. The State may take action to protect the interests of the state of Iowa, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

15.3 Procedures upon Termination.

15.3.1 Notice. Iowa DOT shall provide written notice to the Awardee of the decision to terminate, the reason(s) for the termination, and the effective date of the termination. If there is a partial termination due to a reduction in funding, the notice will set forth the change in funding and the changes in the approved budget. The Awardee shall not incur new obligations beyond the effective date and shall cancel as many outstanding obligations as possible. Iowa DOT’s share of non-cancellable obligations, which Iowa DOT determines were incurred properly prior to notice of cancellation, will be allowable costs, subject to this Agreement.

15.3.2 Rights in Products. All finished and unfinished documents, data, reports, or other material prepared by the Awardee under this Agreement shall, at Iowa DOT’s option, become the property of Iowa DOT.

15.3.3 Return of Funds. Any costs paid previously by Iowa DOT, which are subsequently determined to be unallowable through audit, monitoring, or closeout procedures, shall be returned to Iowa DOT within 30 days of the disallowance.

16 Data Disclosure. Awardee consents to disclosure of its social security number, federal employer tax identification number, and/or Iowa tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws that could result in action requiring the Awardee to file state tax returns and pay delinquent state tax liabilities, if any.

17 Fund Use Prohibited. Awardee will not use any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, that is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Awardee from using these funds to pay any party who might be disqualified or debarred after the Awardee’s contract award on this Project.

18 Limitation. Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Awardee; however, the Awardee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. Awardee’s consultants and contractors are not intended to be third party beneficiaries of this Agreement.

AWARDEE

The Awardee certifies that the appropriate person(s) have executed the Agreement on behalf of the Awardee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

DEPARTMENT IOWA DOT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

EXHIBIT J: STANDARD TITLE VI / NON-DISCRIMINATION ASSURANCES

(TO BE INSERTED AS A FILLABLE PDF IN NOFO PACKAGE)

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

The _____ (herein referred to as the “Recipient”), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (DOT), through the **Federal Highway Administration (FHWA)**, is subject to and will comply with the following:

Statutory/Regulatory Authorities

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

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

General Assurances

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

*“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the **FHWA**.*

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

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted **Federal Highway Program**:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all **Federal Highway Programs** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

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

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

financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

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

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

(Name of Recipient)

by _____
(Signature of Authorized Official)

DATED _____

APPENDIX A

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

NOW, THEREFORE, the Department of Transportation as authorized by law and upon the condition that the _____ will accept title to the lands and maintain the project constructed thereon in accordance with laws of the state of Iowa, the Regulations for the Administration of **Federal Highway Program**, and the policies and procedures prescribed by the **Federal Highway Administration** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the _____ all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

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

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

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

APPENDIX C

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

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

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

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

APPENDIX D

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

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

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

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

APPENDIX E

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

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

EXHIBIT K: PREDETERMINED WAGE RATE IA23 - XX

(TO BE INSERTED AS A PDF IN FINAL NOFO PACKAGE)

Attachment 7

WAGE RATES

(TO BE INSERTED AS A PDF IN FINAL NOFO PACKAGE)

DRAFT

FHWA FORM 1273

I acknowledge I have thoroughly reviewed FHWA Form 1273 and understand that if awarded an Agreement, the Project must abide by all requirements outlined in FHWA Form 1273.

Applicant (Legally Responsible Entity): _____

Authorized Signature: _____

Print Name/ Title: _____

Date: _____

This form continues on the next page.

DRAFT

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits*. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

IRREVOCABLE LETTER OF CREDIT

Letter of Credit Number: Letter Number
Issue Date: Date
Dollar Amount: Dollar Amount
Issuing Bank: Bank Name/Address
Applicant: Applicant Name/Address
Beneficiary: Iowa Department of Transportation
800 Lincoln Way
Ames, IA 50010

We hereby establish our Irrevocable Letter of Credit in the dollar amount indicated above available with us at our above office by sight payment and authorize you to draw at sight on Bank Name drafts on us accompanied by a Beneficiary's signed statement (purportedly signed by an authorized signer of Iowa Department of Transportation ("Beneficiary")) in the following form:

"We are drawing under Bank Name Letter of Credit Number Letter Number because an event of default has occurred and has continued as defined in the Contract (#Contract Number) by and between Company Name and the Iowa Department of Transportation dated Contract Award Date; and such event of default has not been cured within the remedy period provided in the Contract."

This Letter of Credit expires at our above office on Expiration Date (Month/Day/Year), but shall be automatically extended, without written amendment for one year periods to Extension Date (Month/Day) in each succeeding calendar year unless we have sent written notice to you, at least sixty (60) calendar days prior to any such expiration date, by registered mail or express courier that we elect not to renew this Letter of Credit beyond the date specified in such notice.

Each draft must also be accompanied by the original of this Letter of Credit for our endorsement on this Letter of Credit of our payment of such draft.

Each draft must be marked "Drawn under Bank Name Letter of Credit Number Letter Number".

If any instructions accompanying a drawing under this Letter of Credit request that payment is to be made by transfer to an account with us or at another bank, we and/or such other bank may rely on an account number specified in such instructions even if the number identifies a person or entity different from the intended payee.

As used herein the term "Business Day" shall mean a day of the year on which our Branch Office Name office is open for business.

Attachment 9

We hereby agree with drawers that drafts as specified above will be duly honored upon presentation to **Bank Name** at the address indicated above if presented in person, by mail or by courier service on or before **One Year**, or any expiration date as provided herein, within three (3) banking days of receipt by **Bank Name**.

Partial and multiple drawings are permitted under this Letter of Credit, **Bank Name**'s honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, **Bank Name** shall return this original Letter of Credit to the Iowa Department of Transportation with the partial draw noted thereon unless such partial draw results in payment up to the total amount available under the Letter of Credit.

This Letter of Credit may be reduced by amendment requested by **Company Name** ("Applicant") and agreed in writing by the Beneficiary.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600.

FOR Bank Name

Signature

Typed Name and Title

DRAFT