

**ARIZONA DEPARTMENT OF TRANSPORTATION**

**ALTERNATIVE DELIVERY AND MAJOR  
PROJECTS**

**REQUEST FOR PROPOSALS**

**FOR**

**PROJECT NUMBER: PEV23 01X**

**ARIZONA NATIONAL ELECTRIC VEHICLE  
INFRASTRUCTURE DEPLOYMENT PROGRAM:  
PHASE 1 – INTERSTATES**



**VOLUME I: INSTRUCTIONS TO PROPOSERS**

**RFP Issued January 19, 2024  
Addendum 1 Issued March 8, 2024**

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## VOLUME I: INSTRUCTIONS TO PROPOSERS

### 1.0 INTRODUCTION, PROJECT OVERVIEW AND GENERAL PROVISIONS

#### 1.1 INTRODUCTION

ARIZONA DEPARTMENT OF TRANSPORTATION (“**ADOT**”) PROJECT NUMBER: PEV23 01X.

Proposal Due Date: April 19, 2024, 2:00 p.m. Mountain Standard Time

This Request for Proposals (“**RFP**”) is issued by ADOT to seek competitive detailed proposals (as described in more detail herein, “**Proposals**”) from companies, teams, joint venturers, partnerships, firms or consortia (each, a “**Proposer**” and, collectively, the “**Proposers**”) to award up to 21 project agreements (each, a “**Project Agreement**”) to provide for either (i) the upgrade of existing electric vehicle (“**EV**”) Charging Stations and the operations and maintenance thereof, or (ii) the acquisition, installation, financing, operations and maintenance of new EV stations, at up to 21 sites (each, a “**Project Site**”), as further described herein and in the [State of Arizona Electric Vehicle Infrastructure Deployment Plan](#) (“**Plan**”). Each Project Agreement will be delivered and performed in accordance with the Bipartisan Infrastructure Law’s (“**BIL**”) National Electric Vehicle Infrastructure Formula Program (“**NEVI Formula Program**”), as further described herein and in the Project Agreement. The form Project Agreement is included as Volume II of this RFP.

This RFP is issued in accordance with ADOT’s policies and procedures and in accordance with ADOT’s authority to engage in public-private partnerships (“**P3**”), as set forth in Arizona Revised Statutes (“**A.R.S.**”) §§ 28-7701 – 28-7711 (the “**P3 Law**”). This RFP is being issued as part of a single-step procurement process.

Proposals failing to follow the format, submittal guidelines, or any other instructions outlined in this RFP may be rejected. Furthermore, ADOT reserves the right to reject any and all Proposals and cancel the advertisement or Project Agreement negotiations at any time.

Proposals will be evaluated and selected based on the criteria outlined in [ITP Section 3.0](#) and [ITP Exhibits 2 through 6](#).

#### 1.2 REQUEST FOR PROPOSALS

##### 1.2.1 Documents in the Request for Proposals

The RFP consists of the following volumes and any other documents that may be issued by Addendum, as such documents may be amended and supplemented:

- (a) Volume I – these Instructions to Proposers (“**Instructions to Proposers**” or “**ITP**”) (including exhibits and forms)
- (b) Volume II – the Project Agreement
- (c) Volume III – the Reference Information Documents (the “**RIDs**”)

The RIDs are included in the RFP for the purpose of providing information that is in ADOT's possession to Proposers. ADOT has not determined whether the RIDs are accurate, complete or pertinent, or of any value to Proposers. ADOT makes no representation, warranty or guarantee as to, and will not be responsible for, the accuracy, completeness, or pertinence of the RIDs and, in addition, will not be responsible for any conclusions drawn therefrom.

The RFP for the procurement and all Addenda will be made available at: <https://azdot.gov/ev-infrastructure-implementation> (the "Procurement Website").

### **1.2.2 Section References; Definitions and Acronyms; Rules of Interpretation**

A reference to an Article or Section that is preceded by "ITP" refers to that Article or Section of the body of this ITP. A reference to an Exhibit that is preceded by "ITP" refers to that Exhibit to this ITP. A reference to an "ITP Form" refers to a Form appended to this ITP as part of ITP Exhibit 5 (Required Forms). A reference to an Article or Section that is preceded by "PA" refers to that Article or Section of the body of the Project Agreement. A reference to an Exhibit that is preceded by "PA" refers to that Exhibit to the Project Agreement.

Refer to ITP Exhibit 1 (Acronyms and Definitions) for the meaning of various capitalized terms and acronyms used in this ITP, and refer to PA Exhibit 1 (Acronyms and Definitions) for the meaning of capitalized terms and acronyms used in the Project Agreement.

The following definitions apply with respect to Proposer obligations, actions and Proposal, and Proposal-related submissions set forth in this RFP:

- (a) **May** – Indicates something that is not mandatory but is permissible.
- (b) **Must** – Indicates a mandatory requirement. Failure to meet these requirements, if they constitute a substantive requirement, shall, at ADOT's sole discretion, result in the rejection of a Proposal as nonresponsive.
- (c) **Shall** – Indicates a mandatory requirement. Failure to meet these requirements, if they constitute a substantive requirement, shall, at ADOT's sole discretion, result in the rejection of a Proposal as nonresponsive.
- (d) **Should** – Indicates something that is recommended but not mandatory. If the Proposer fails to provide recommended information, ADOT may, at its sole option, ask the Proposer to provide the information or evaluate the Proposal without the information.
- (e) **Will** – Indicates a mandatory requirement. Failure to meet these requirements, if they constitute a substantive requirement, shall, at ADOT's sole discretion, result in the rejection of a Proposal as nonresponsive.

### **1.2.3 Addenda**

ADOT reserves the right, in its sole discretion, to revise, modify or change the RFP and/or procurement process at any time before the Proposal Due Date. ADOT will implement any such

revisions through issuance of addenda to the RFP (“**Addenda**”). Addenda will be posted to the Procurement Website and the Submittal Platform. If any Addendum significantly impacts the RFP, as determined in ADOT’s sole discretion, ADOT may change the Proposal Due Date. ADOT will announce such new date in the Addendum.

### 1.3 PROJECT OVERVIEW AND PROJECT GOALS

#### 1.3.1 State of Arizona Electric Vehicle Infrastructure Deployment Plan

ADOT, as tasked by the BIL and the NEVI Formula Program, developed [Arizona’s EV Infrastructure Deployment Plan](#), the current version of which was approved by the Federal Highway Administration (“**FHWA**”) on September 27, 2023. The Plan was developed in response to the provision of funding for EV adoption that was included in the BIL, which was enacted as the Infrastructure Investment Jobs Act, Public Law 117-58 (November 15, 2021). The NEVI Formula Program is a \$5 billion program established in the BIL to serve as a catalyst for the construction and implementation of a national network of 500,000 electric vehicle supply equipment (“**EVSE**”) by 2030. The Plan was developed in accordance with federal law, NEVI Formula Program guidance, Arizona law and ADOT policies. In the process of developing the Plan, ADOT hosted public engagement activities with community-based organizations, transportation stakeholders, federal, state, local and tribal representatives, as well as other impacted groups, in order to refine a Plan that is equitable and beneficial to the entire state.

In the Plan, ADOT identifies six goals for an interconnected EVSE network:

- Reduce range anxiety by closing gaps in the EVSE network along Arizona’s Alternative Fuel Corridors (“**Alternative Fuel Corridor**” or “**AFCs**”).
- Support the development of an EVSE network that is resilient, equitable, accessible, and reliable.
- Engage stakeholders and the public in the planning, development, and installation of EVSE.
- Identify potential new AFC locations during the outreach process.
- Utilize efficient contracting and procurement mechanisms to:
  - Maximize the amount of infrastructure that can be built.
  - Consider future needs.
  - Reduce current risk(s) to support the EVSE network’s long-term viability.
- Use data and performance metrics to evaluate charger installation and operations to inform the development of program improvements.

In accordance with the Plan, ADOT will deploy EV Charging Stations using NEVI Formula Program funds to meet NEVI Federal Standards and Requirements that fill gaps along interstates

and non-interstate AFCs. For this initial procurement, ADOT has identified the following 21 zones across Arizona’s AFCs that are required to be addressed to build out the AFCs (each identified zone, a “**NEVI Zone**”). These NEVI Zones represent areas within each identified 50-mile stretch of AFCs where a NEVI-compliant EV Charging Station is required to be built within the required one travel-mile distance from the specified exits on the AFCs to make the stretch of the AFC compliant with the NEVI Federal Standards and Requirements.

<b>NEVI Zone Number</b>	<b>Route</b>	<b>Exit Numbers</b>
1	I-10	45
2	I-10	94
3	I-10	194
4	I-10	200
5	I-10	261, 262, 263, 264, 265, 267, 268, 269, 270, 273, 281
6	I-10	336
7	I-10	378
8	I-17	262
9	I-17	287, 289, 293
10	I-17	322
11	I-19	34, 22, 17, 12, 8, 4, 1/1B, 1A
12	I-19	75, 69, 65, 63, 56
13	I-40	9
14	I-40	66
15	I-40	123
16	I-40	211, 219, 233
17	I-40	283, 285, 286, 289, 292, 294
18	I-40	311, 325
19	I-40	333, 339, 341, 351
20	I-8	30, 42
21	I-8	115



For those NEVI Zone numbers identified immediately above for which multiple exit numbers are listed, Proposers are permitted to propose a Project Site satisfying the NEVI Formula Program requirements within one travel-mile of any identified exit number for such NEVI Zone. Refer to [ITP Exhibit 9](#) for a map identifying each NEVI Zone.

Interested Proposers may submit a Proposal on any or all of the NEVI Zones. ADOT anticipates awarding one Project Site at each NEVI Zone on an individual basis to the Best Value Proposer for the applicable NEVI Zone. There will be a separate Project Agreement in respect of each awarded Project Site (each, a “**Project**,” and together, the “**Projects**”); provided, however, that ADOT reserves the right to require that a Proposer that is selected as Best Value Proposer for multiple NEVI Zones execute a single Project Agreement covering all applicable selected Project Sites.

### **1.3.2 Scope of the Work and Contract Term**

The proposed scope of work under each Project Agreement will be comprised of:

- (i) the design and construction work, including all design, applicable permitting, property interest assurance (ownership, lease or otherwise), construction, purchase, installation of hardware and accompanying management software as is necessary to develop the applicable Project Site so that the Project Site meets the NEVI Formula Program requirements that are required to build out the AFCs and includes no fewer than four network-connected Direct Current Fast Charging (“**DCFC**”) ports; and
- (ii) the operations and maintenance work, including all operations and maintenance of the EVSE and related infrastructure at the applicable Project Site.

The term of each Project Agreement will be:

- (i) the period of design and construction; plus
- (ii) a five-year period of operations commencing from the date that the Developer has satisfied all of the conditions to achieve service commencement of the applicable Project Site; provided, however, that the term of a Project Agreement covering multiple Project Sites will extend through a five-year period of operations commencing from the date that the Developer has satisfied all of the conditions to achieve service commencement of the final Project Site.

ADOT will be responsible for contract compliance and oversight. The Developer’s scope of work will include satisfying reporting obligations in accordance with the NEVI Formula Program requirements as described in the Project Agreement, which will include, without limitation, sharing data with ADOT in accordance with the latest version of the [EV-ChART Data Format and Preparation Guidance](#).

### 1.3.3 Federal Funding and Federal Requirements; Use of Program Income

Interested Proposers are advised that the Project will require the use of federal funds. Accordingly, applicable federal law and FHWA regulations will govern this procurement and Project Agreement. All Proposals must comply with the NEVI Formula Program requirements as set out in 23 CFR Part 680, which sets minimum standards for projects funded under the NEVI Formula Program. Proposers are advised that ADOT is required to comply with the public transparency requirements of 23 CFR 680.106(a). The Proposers also acknowledge and agree that any FHWA guidance in respect of the NEVI Formula Program requirements, and any forms of decision, determination, interpretation or administration made by FHWA in respect of the NEVI Formula Program will be applicable to the Projects.

Under the BIL, Congress authorized the spending of \$5 billion for the NEVI Formula Program. Arizona has received apportionments of approximately \$27,600,000 for the Federal Fiscal Year 2022-2023. A portion of these funds will be available to the Developers for the Project.

ADOT will use NEVI Formula Program funds to reimburse Developers for up to 80% of demonstrated Eligible Costs, in each case, up to the Project Payment Cap, as described further herein. Developers will be responsible for the remaining 20% of demonstrated Eligible Costs and all Ineligible Costs necessary to complete work in accordance with the Project Agreement. Funding matches provided by Developers must consist of private funds or non-federal public funds.

The "**Project Payment Cap**" for each Project Site will be equal to the lesser of (i) \$800,000, and (ii) the total requested federal share reflected in Line 6 of ITP Form 6-1 (Price Summary) submitted by the applicable Best Value Proposer for the Project Site.

Eligible Costs must be directly related to charging of vehicles and be a necessary component in the Charging Station, be a necessary component to connect the Charging Station to the electricity source (or to supply power from the electricity source), provide eligible signage to direct EV users to the Charging Station, or provide information to EV users about use of the Charging Station. This includes costs of new public Charging Stations, as well as upgrades to existing Charging Stations.

The following are "**Eligible Costs**":

- (i) costs for site preparation, permitting, and design;
- (ii) costs to purchase, construct/install, integrate, test, and implement Charging Stations;
- (iii) construction costs directly related to a Charging Station;
- (iv) costs to acquire and install on-site electric service equipment (e.g., power meter, transformer, switch gear);
- (v) Minor Utility Upgrades;
- (vi) costs of charger hardware;

- (vii) costs of charger software;
- (viii) costs to repair, upgrade, and/or replace existing chargers to meet NEVI Formula Program's minimum standards and requirements;
- (ix) costs to meet Americans with Disabilities Act of 1990 ("**ADA**") requirements;
- (x) costs to purchase proprietary adapters;
- (xi) costs to install signage at site;
- (xii) costs for site amenities necessary to satisfy the NEVI Formula Programs minimum standards and requirements, such as lighting;
- (xiii) costs for workforce development activities, such as Electric Vehicle Infrastructure Training Program (EVITP) certification;
- (xiv) costs for property lease;
- (xv) the following amenities so long as such amenities otherwise meet NEVI Formula Program's minimum standards and requirements:
  - a. sun and rain-proof canopies;
  - b. costs for planning, permitting, acquisition, and installation of on-site distributed energy resource equipment (e.g., solar arrays, stationary batteries);
  - c. additional DCFC Chargers;
  - d. pull-through parking;
  - e. up-sized electrical equipment (i.e., additional make-readies); and
  - f. North American Charging Standard (NACS) connectors.
- (xvi) fixed operating and maintenance costs up to five years after the Charging Station is commissioned, such as:
  - a. charger lease fees, in the case the Developer opts to lease rather than purchase charging equipment;
  - b. cellular network fees, internet service fees, or other similar fees necessary to provide communications between EV Charging Stations and charging network providers;
  - c. other operation and maintenance costs that are paid in advance through a contract for networking, data sharing, and warranty purposes.

The following costs are "**Ineligible Costs**":

- (i) any costs incurred prior to the Effective Date;
- (ii) any final design and construction costs incurred prior to National Environmental Policy Act (“NEPA”) approval;
- (iii) any costs not directly related to a Charging Station;
- (iv) Major Utility Upgrades;
- (v) costs covered by utility providers or other parties;
- (vi) purchase of real estate;
- (vii) construction or general maintenance of building and parking facilities if not directly related to a Charging Station;
- (viii) variable operating and maintenance costs, including costs for electricity and demand charges, insurance, and other recurrent business costs such as staffing;
- (ix) fixed operations or maintenance costs incurred outside of an up-front contract at or near time of Charging Station commissioning;
- (x) operations and maintenance costs for chargers beyond the four required network-connected DCFC ports;
- (xi) costs for studies or research;
- (xii) taxes, permits, business expenses (travel, licenses, etc.), lobbying expenses, and funding received from other incentive or grant programs including those provided by utilities; and
- (xiii) any amenities not otherwise captured in subsections (xii) and (xv) of the definition of Eligible Costs.

Pursuant to 23 CFR 680.106(m), Developers may use revenue or program income from the operation of EV Charging Stations for the following purposes:

- (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 complying with the 97% uptime requirement and 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, United States Code (“U.S.C.”).

#### **1.3.4 National Environmental Policy Act (NEPA) Approval**

The NEVI Formula Program requires that each EV Charging Station site comply with NEPA. All Proposers must complete and submit ITP Form 5 (Project Site Environmental Checklist) as part of the NEVI Zone Submittal Package. The environmental review, consultation, and other actions required by applicable federal environmental laws for this Project (the “**NEPA Process**”) will be carried out by ADOT pursuant to 23 U.S.C. § 326 and a Memorandum of Understanding dated December, 20, 2023, and executed by FHWA and ADOT. ADOT intends to pursue Categorical Exclusion Environmental Clearance for each applicable Best Value Proposer’s proposed Project Site(s).

#### **1.3.5 Host Site Owner Coordination**

Proposers are responsible for demonstrating with respect to each Project Site for which such Proposer is submitting a Proposal that either, (i) such Proposer owns the applicable Project Site included in the Proposal, or (ii) the Host Site Owner commits to allow the Proposer to use the applicable Project Site in the event the Proposer is the Best Value Proposer for the applicable NEVI Zone, in each case as evidenced by the Proposer’s submission of the appropriate ITP Form 4 (Host Site Coordination) with the applicable NEVI Zone Submittal Package.

#### **1.3.6 Utility Coordination**

Proposers are responsible for coordinating with the applicable utility company for determination of utility availability and required utility upgrades at the applicable Project Site. Set forth as ITP Exhibit 8 (Utility Contact Information) is a list of identified contacts at certain utility companies that service the NEVI Zones. The list of utility companies and identified contacts is provided for information only. Proposers are encouraged to engage with the applicable utility provider for their proposed Project Sites as soon as possible in order to facilitate completion and submission of ITP Form 3 (Utility Coordination) as part of the NEVI Zone Submittal Package.

#### **1.3.7 Qualification to Do Business**

As of the Effective Date of the applicable Project Agreement, the Developer and all identified subcontractors must be qualified to do business in Arizona.

### **1.4 PROCUREMENT SCHEDULE**

ADOT is committed to the selection, procurement and contract schedule and will require firms to actively participate and meet the scheduled milestones. Listed below is the current schedule (as may be amended, the “**Procurement Schedule**”). The Procurement Schedule is subject to

change without notice at the sole discretion of ADOT. Any changes that will affect the Proposal Due Date or the deadline for any Proposal submissions will be communicated via an amendment posted to the Procurement Website and the Submittal Platform. Where the RFP provides a deadline or due date for submission of documents, correspondence or other materials to ADOT, the document will only be considered timely if ADOT receives the document by the date and, if applicable, time identified.

**Table 1.4A Procurement Schedule**

<b>Activity</b>	<b>Date</b>
ADOT Issues RFP	January 19, 2024
Deadline for Written Questions on RFP	February 9, 2024
Pre-Proposal Conference	February 23, 2024
ADOT Issues RFP Addendum 1	March 8, 2024
Deadline for Written Questions on Addendum 1	March 23, 2024
Proposal Due Date	April 19, 2024, 2:00PM MST
Notice of Conditional Award Announcements	June 21, 2024
Execution of Project Agreements	July 19, 2024

## 1.5 COMMUNICATIONS

### 1.5.1 Rules of Contact

Unless otherwise specified in this ITP or in writing by the P3 Office Procurement Manager, Proposers shall comply with the rules of contact set forth in this ITP Section 1.5. All communications between ADOT and Proposers regarding the Project must be conducted by and between the P3 Office Procurement Manager and Proposer’s Designated Representative via the Submittal Platform, as set forth in ITP Section 1.5.5. In instances where Proposers are directed to contact the P3 Office Procurement Manager by email, Proposers shall use the following contact information and shall limit the size of such emails to 15 MBs (megabytes):

Stephanie Brown, P3 Office Procurement Manager  
 Email: [p3office@azdot.gov](mailto:p3office@azdot.gov)

Proposers shall not contact any other ADOT personnel, or any personnel of Mayer Brown LLP, Nossaman LLP, HDR, Inc., KPMG LLC, CDM Smith Inc., Sperry Capital Inc., Kenneth A. Smith Consulting LLC, or AECOM, concerning this procurement.

ADOT will post the RFP, any Addenda, any answers to questions, notices and any other Project-related communications to the Procurement Website and the Submittal Platform. Proposers are responsible for checking the Procurement Website and the Submittal Platform regularly for any such updates.

The rules of contact in this ITP Section 1.5 are in effect as of the date of issuance of this RFP until the earliest of (i) execution of all Project Agreements awarded pursuant to this procurement,

(ii) ADOT's rejection of all Proposals, or (iii) ADOT's cancellation of the procurement. ADOT may establish additional rules of contact or communication protocols that will apply to communications between ADOT and the selected Best Value Proposers. Any violation of the rules of contact in this ITP Section 1.5 by a Proposer may be grounds for disqualification of that Proposer from further participation in the procurement.

### **1.5.2 Identification of Proposer's Designated Representative**

Each Proposer shall have one designated representative who is authorized to receive documents, communications, or notices and to communicate with ADOT on behalf of the Proposer in connection with the procurement (the "**Proposer's Designated Representative**"). During registration for the Submittal Platform, Proposer shall identify the name and email address of the Proposer's Designated Representative.

### **1.5.3 Pre-Proposal Meetings**

ADOT will hold a joint pre-proposal conference for all Proposer teams on the applicable date set forth in the Procurement Schedule. Each Proposer must attend this virtual meeting with appropriate members of its key management personnel and key team members.

ADOT may hold additional joint informational meetings with all Proposers at any time prior to the Proposal Due Date. Such additional informational meetings will be held virtually, and such meetings will permit interactive communication between all Proposers and ADOT. Additional meetings will be communicated by Addenda to this RFP posted to the Procurement Website and the Submittal Platform. If any additional informational meeting is held, each Proposer should attend with appropriate members of its key management personnel and key team members.

### **1.5.4 Submittal Platform**

ADOT is using an online, web-based platform to receive submittals from Proposers (the "**Submittal Platform**"). Unless directed otherwise, Proposers must submit all questions, notices, Proposals, and other submissions through the Submittal Platform.

To register as an interested Proposer on the Submittal Platform, Proposers must click on the link below and provide the requested information:

[Submittal Platform Registration](#)

ADOT will review Proposers' registration information and invite Proposers to join the Submittal Platform. Once invited to the Submittal Platform, Proposers will have the ability to add additional representatives with access to their individual data room.

From within the Submittal Platform data room, Proposers will be able to do the following:

- Review and access procurement documents in the Document List tab
- Submit questions and review answers to questions in the Q&A tab

- Submit Proposals via the Submissions tab

The Submittal Platform provides tutorials for individual actions as well as 24/7 support should Proposers have issues or questions regarding necessary activities.

### **1.5.5 RFP Questions**

In order to facilitate the procurement, Proposers may submit comments, questions, and requests for clarification on the RFP to ADOT. Proposer submissions of comments, questions and request for clarification, and ADOT responses, will be governed by this ITP Section 1.5.5. To the extent responses are provided, they will not be considered part of the Project Agreement, nor will they be relevant in interpreting the Project Agreement.

Proposers shall be responsible for reviewing the RFP and any Addenda issued by ADOT prior to the Proposal Due Date, and for requesting written clarification or interpretation of any perceived mistake, discrepancy, deficiency, ambiguity, error or omission contained therein, or of any provision that Proposer fails to understand. Failure of Proposer to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be provided by ADOT.

ADOT will only consider a comment, question or request for clarification that:

- (i) concerns the RFP or procurement process;
- (ii) is submitted via the Submittal Platform with all applicable information provided (e.g., identification of confidentiality);
- (iii) identifies the document (i.e., this ITP, the Project Agreement, etc.) to which it relates;
- (iv) identifies the relevant section number to which it relates or, if it is a general question, so indicates;
- (v) includes in quotations the text of the subject provision, unless to do so is impractical due to the length of the provision or the nature of the comment, question or request;
- (vi) does not disclose the Proposer's identity in the body of the comment, question or request for clarification; and
- (vii) is actually received prior to the applicable last date in the Procurement Schedule.

Except with respect to comments submitted during the Pre-Proposal Meeting(s), no oral comments, questions, or requests for clarification, including those communicated by phone, will be accepted or considered. No comments, questions, or requests for clarification to any other ADOT office, consultant, or employee, or to the Joint Office of Energy and Transportation (the "**Joint Office**"), FHWA, or any other agency, will be considered.

Subject to ADOT's right to elect not to respond to a Proposer question, ADOT will post responses to Proposer questions to the Procurement Website and the Submittal Platform, except in cases where ADOT intends to respond individually to those questions identified by a Proposer and



deemed by ADOT as containing confidential or proprietary information. If a Proposer believes a question contains confidential or proprietary information (including that the question itself is confidential), it may mark such question as “confidential.” ADOT reserves the right to disagree with a Proposer’s assessment as to the confidentiality of information in the interest of maintaining a fair process or complying with applicable laws. Under such circumstances, ADOT will inform the Proposer and may allow the Proposer, within a specified time period, to withdraw the question, rephrase the question, or have the question answered non-confidentially, or, if ADOT determines that it is appropriate to provide a general response, ADOT will modify the question to remove the information that ADOT determines was confidential. If a Proposer fails to respond to ADOT within the specified time, such failure shall be deemed to be the Proposer’s consent to ADOT answering the question non-confidentially.

ADOT may rephrase questions as ADOT deems appropriate and may consolidate similar questions. ADOT may also create and answer questions independent of the Proposers’ questions or elect not to respond to Proposers’ questions. ADOT may issue multiple sets of responses to the Submittal Platform and the Procurement Website at different times. ADOT intends for the identity of the Proposer requesting information to remain confidential.

### **1.5.6 Language Requirement**

All correspondence regarding the RFP, Proposals, and the Project Agreement are to be in the English language and U.S. customary units. If any original documents required for the Proposal are in any other language, Proposer shall provide a certified English translation, which shall take precedence in the event of conflict with the original language.

## **1.6 STANDARDS OF CONDUCT AND CONFLICT OF INTEREST**

Proposers are responsible for being aware of the requirements of 23 CFR 636.116 and shall include a full disclosure of all potential organizational conflicts of interest in the Proposal as ITP Form C (Conflict of Interest Disclosure Statement).

ADOT has engaged a number of consultants to assist and participate in the Project development stages, as well as assist ADOT during the procurement process for the Project. Proposers are prohibited from teaming with, receiving any advice or discussing (except discussing in a forum established pursuant to this RFP) any aspect relating to the Projects or the procurement of the Projects with any such consultants, including: Mayer Brown LLP, Nossaman LLP, HDR, Inc., KPMG LLC, CDM Smith Inc., Sperry Capital Inc., Kenneth A. Smith Consulting LLC, and AECOM.

Proposers/Developers shall familiarize themselves with and comply with ADOT’s standards of conduct and conflict of interest policies. Proposers participating on this procurement and the subsequent Project Agreements shall arrange their affairs to prevent conflicts of interest from arising and shall undertake reasonable due diligence, including organizational and personnel conflict searches, to determine if actual, potential, or perceived conflicts of interest exist or arise. Due diligence must extend to the investigation of past relationships and, if the Proposer, Developer or Subcontractor being investigated is an entity, to officers or directors of the firm. If a potential Proposer, Developer or subcontractor becomes aware of an actual, potential, or

perceived conflict of interest at any time during the solicitation or subsequent participation in the Project Agreement, the Proposer/Developer shall promptly disclose the matter in writing to ADOT, including a written description of the action the Proposer/Developer has taken or proposes to take to avoid or mitigate such conflicts. If a conflict of interest is determined to exist, ADOT may, at its sole discretion, cancel the procurement, disqualify the Proposer/Developer with a conflict, or take other action as necessary to mitigate the conflict. If a conflict of interest that the Proposer/Developer knew about, or should have known about, but failed to disclose is determined to exist during the procurement process or Project Agreement term, ADOT may, at its sole discretion, disqualify the Proposer/Developer or terminate the Project Agreement. Failure to comply with these requirements may result in the disqualification of the Proposer's Proposal (including any affiliates) and the termination of the Project Agreement if one is awarded.

To ensure a fair procurement process, no Proposer (and no affiliate of a Proposer) shall participate, in any capacity, on another Proposer's team with respect to a Proposal for the same NEVI Zone. ADOT may disqualify any Proposer if that Proposer fails to comply with the prohibition in this ITP Section 1.6.

Proposers shall not, and shall cause any member of a Proposer not to, offer employment to an ADOT procurement officer, an ADOT procurement employee, or other ADOT employee having a significant procurement role with respect to the Projects, or for any such ADOT officer or employee to have discussions concerning or accept any such employment.

## **1.7 GENERAL PROVISIONS REGARDING PROPOSALS**

### **1.7.1 Proposal Contents**

As used in this procurement, the term "Proposal" means a Proposer's complete response to the RFP for a specific NEVI Zone, including a (a) Technical Package; and (b) NEVI Zone Submittal Package (consisting of the Site Information Package and Pricing Package). The instructions and requirements for (i) the Technical Package are set forth in ITP Exhibit 2 (Technical Package Instructions), and (ii) the NEVI Zone Submittal Package are set forth in ITP Exhibit 3 (NEVI Zone Site Information Package Instructions) and ITP Exhibit 4 (NEVI Zone Pricing Package Instructions). ITP Exhibit 5 (Required Forms) contains all required Proposal forms. ITP Exhibit 6 (Format and Organization of Proposal) contains a checklist showing the required contents of the entire Proposal. The Proposal must be organized in the order listed in ITP Exhibit 6 (Format and Organization of Proposal), and must be clearly indexed. Each Proposal component must be clearly titled and identified and must be submitted without reservations, qualifications, conditions or assumptions. Any failure to provide all the information and all completed forms (ITP Exhibit 5) in the format specified or submittal of a Proposal subject to any reservations, qualifications, conditions or assumptions may result in ADOT's rejection of the Proposal or giving it a lower rating. All blank spaces in the Proposal forms must be filled in as appropriate. No substantive change shall be made in the Proposal forms.

### **1.7.2 Inclusion of the Proposal in Project Agreement**

If a Proposer is selected as the Best Value Proposer for a NEVI Zone, portions of the successful Proposal, including commitments made therein, will become part of the applicable Project Agreement at ADOT's sole discretion and will become Developer commitments thereunder. All other information provided by a Proposer is for evaluation purposes only and will not become part of the Project Agreement.

### **1.7.3 Commitments in the Proposal**

Verbiage used in each Proposal will be interpreted and evaluated based on the level of commitment provided by the Proposer. Tentative commitments will be given no consideration. For example, phrases such as "we may" or "we are considering" will be given no consideration in the evaluation process since they do not indicate a firm commitment.

### **1.7.4 Ownership of Proposal Materials**

Subject to the exceptions specified herein and in the Public Records Act (A.R.S. §§ 39-101 to -171), all written and electronic correspondence, exhibits, photographs, reports, printed material, tapes, disks, designs, and other graphic and visual aids submitted to ADOT during this procurement process, whether included in the Proposal or otherwise submitted, become the public records of the State of Arizona upon receipt, are subject to A.R.S. § 28-7707 and the Public Records Act, and will not be returned to the submitting parties.

### **1.7.5 Disclosure Consent and Waiver**

By submitting a Proposal or any questions related to the procurement to ADOT in response to the RFP, each Proposer:

- (i) consents to the disclosures described in this RFP, including the disclosures in this ITP Section 1.7 and all other disclosures required by any law relating to the confidentiality or disclosure of information, including A.R.S. § 28-7707 and the Public Records Act;
- (ii) expressly waives any right to contest, impede, prevent or delay such disclosure, or to initiate any proceeding that may have the effect of impeding, preventing or delaying such disclosure;
- (iii) agrees to assist ADOT in complying with these disclosure requirements if it is selected as the Developer; and
- (iv) agrees that in no event shall ADOT or any of its agents, representatives, consultants, directors, officers, or employees be responsible or liable to the Proposer or any other party as a result of the disclosure of all or a portion of the Proposal or other materials submitted under this RFP, whether the disclosure is deemed required by law or by an order of court or occurs through inadvertence, mistake or negligence on the part of ADOT or its agents, representatives, consultants, directors, officers, or employees.

### **1.7.6 Public Disclosure of Documents**

ADOT, in its sole discretion, may publicly disclose at any time:

- (i) the RFP and any Addenda;
- (ii) comments and questions from Proposers and responses by ADOT, except comments and questions identified by a Proposer and deemed by ADOT as containing confidential or proprietary information relating to Proposer's Proposal;
- (iii) the information contained in the Executive Summary (described in ITP Exhibit 2 (Technical Package Instructions)), as provided in A.R.S. § 28-7707(B), including disclosure on the Procurement Website and the Submittal Platform;
- (iv) after the award of the Project Agreements, the bottom-line pricing from each Proposer; and
- (v) after the award of the Project Agreements and conclusion of any protest or other challenge to the award, each Proposal, with the exception of the following unless disclosure is ordered by a court:
  - a. non-public financial statements of privately held entities; and
  - b. any information in the Proposal that is exempt from disclosure under the Public Records Act and that the Proposer previously designated in accordance with A.R.S. § 28-7707(A) and any other applicable law, and that the Proposer previously designated in accordance with ITP Section 1.7.7; provided that (A) such designations shall have no effect on the Executive Summary or the Pricing Package of the Proposer that receives the award of the Project Agreement, and (B) blanket, all-inclusive identifications by designation of whole pages or sections as containing trade secrets, or confidential commercial, financial or proprietary information, shall not be permitted and shall be deemed invalid.

ADOT is not required to adopt the Proposer's interpretations and assertions regarding confidentiality.

### **1.7.7 Disclosure Process for Public Records Requests**

In accordance with A.R.S. § 28-7707(B), ADOT will not release any part of a Proposal for a NEVI Zone, other than the Executive Summary, before final award of the Project Agreement for such NEVI Zone and the conclusion of any protest or other challenge unless an administrative or judicial order requires release. After ADOT awards the Project Agreement for a NEVI Zone and after any protest or other challenges have concluded, ADOT will release Proposals for such NEVI Zone in accordance with the Public Records Act. ADOT may, however, redact or withhold information exempt from disclosure under the Public Records Act, such as trade secrets and proprietary information in proposals, but only if the Proposer has complied with A.R.S. § 28-7707(A) and any other applicable law.

If Proposer believes information in a Proposal constitutes trade secrets, proprietary information or other information that is excepted from disclosure under the Public Records Act, Proposer shall be solely responsible for specifically and conspicuously designating that information as “CONFIDENTIAL.” Any specific proprietary information, trade secrets or confidential commercial and financial information shall be clearly identified as such, and shall be accompanied by a concise statement of reasons supporting the claim. Proposers shall not place any such designation on the Conflict of Interest Disclosure Statement (ITP Form C) or the Executive Summary; and any such designation shall have no effect. Such a designation placed on the NEVI Zone Pricing Package of the Proposer that receives the award of a Project Agreement shall have no effect. Blanket, all-inclusive identifications by designation of whole pages or sections as containing trade secrets, or confidential commercial, financial or proprietary information, shall not be permitted and shall be deemed invalid. The specific trade secrets, or confidential commercial, financial or proprietary information, must be clearly identified as such.

The Proposer is solely responsible for determining, and must secure its own legal counsel concerning, the applicability of A.R.S. § 28-7707 (including what may or may not constitute a “trade secret”), the Public Records Act and other laws to the Proposer’s own circumstances. ADOT is not required to adopt the Proposer’s interpretations and assertions.

If ADOT receives a request for public disclosure of materials marked “CONFIDENTIAL,” ADOT will use reasonable efforts to notify Proposer of the request and give Proposer an opportunity to assert, in writing and at its sole expense, a claimed exception under the Public Records Act or A.R.S. § 28-7707 within the time period specified in the notice issued by ADOT and allowed under the Public Records Act. Under no circumstances, however, will ADOT be responsible or liable to Proposer or any other Person for the disclosure of any such labeled materials, whether the disclosure is required by Law, or court order, or occurs through inadvertence, mistake or negligence on the part of ADOT or its officers, employees, contractors or consultants.

If any proceeding or litigation is brought concerning the disclosure of any material submitted by Proposer to ADOT, ADOT will defend against disclosure so long as ADOT believes that A.R.S. § 28-7707 applies to protect the material from disclosure. If any proceeding or litigation is brought concerning the disclosure of any material submitted by Proposer to ADOT, and ADOT believes that A.R.S. § 28-7707 does not apply to protect the material from disclosure, then ADOT’s sole involvement will be as a stakeholder retaining the material until otherwise ordered by a court or such other authority having jurisdiction with respect thereto, and Proposer shall be fully responsible for otherwise prosecuting or defending any action concerning the materials at its sole cost and risk; provided, however, that ADOT reserves the right, in its discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable.

Nothing contained in this ITP Section 1.7.7 shall modify or amend requirements and obligations imposed on ADOT by the Public Records Act or other applicable Law, and the provisions of the Public Records Act or other Laws shall control in the event of a conflict between the procedures described above and the applicable Law. Each Proposer is advised to contact legal counsel concerning such Law and its application to Proposer.

By submitting a Proposal to ADOT in response to this RFP, the Proposer acknowledges that ADOT may provide any portion or all of the documents to its legal counsel or other external advisors for the purpose of obtaining legal advice and counsel. Submission of a Proposal constitutes consent to, and expressly waives any right to contest, this limited disclosure.

### **1.7.8 Observers during Evaluation**

Proposers are advised that observers from federal or other agencies, including representatives of local agencies and municipalities, may observe or participate in the Proposal evaluation process and will have the opportunity to review the Proposals after the Proposal Due Date. ADOT has agreed to allow FHWA and Joint Office officials and their outside advisors to oversee the procurement process, which includes access to the Pricing Packages. Outside observers will be required to sign ADOT's standard confidentiality agreement; provided that FHWA and Joint Office officials may elect to be governed by FHWA or Joint Office confidentiality regulations and policies, as applicable.

### **1.7.9 Examination of RFP**

Each Proposer shall be solely responsible for examining, with appropriate care and diligence, the RFP, including RIDs and any Addenda, and material ADOT provides in electronic format, and for informing itself with respect to any and all conditions that may in any way affect the amount or nature of its Proposal, or the performance of Developer's obligations under the Project Agreement. Each Proposer shall also be responsible for monitoring the Procurement Website, the Submittal Platform, and its email and for information concerning the RFP and the procurement. The Proposal Letter (ITP Form A) must include an acknowledgment that Proposer has received and reviewed all materials provided. Failure of Proposer to so examine and inform itself shall be at its sole risk, and ADOT will provide no relief for any error or omission.

Each Proposer is responsible for conducting such investigations as it deems appropriate in connection with its Proposal. The submission of a Proposal shall be considered prima facie evidence that Proposer has made the above-described examination and is satisfied as to the conditions to be encountered in performing the work, and as to the requirements of the Project Agreement.

### **1.7.10 Errors**

If any mistake, error or ambiguity is identified by Proposer at any time during the procurement process in any of the documents supplied by ADOT, Proposer shall notify ADOT of the recommended correction in writing in accordance with ITP Section 1.5.5.

### **1.7.11 Non-Collusion**

Neither Proposer nor any of its team members shall undertake any of the prohibited activities identified in the Non-Collusion Affidavit (ITP Form B).

### **1.7.12 Title VI/Non-Discrimination**

ADOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d-4) and applicable regulations, hereby notifies all Proposers that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals 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.

## **2.0 SUBMITTAL OF PROPOSALS AND ACCEPTANCE OF DELIVERY BY ADOT**

### **2.1 PROPOSAL DUE DATE**

All Proposals must be received no later than 2:00 pm Mountain Standard Time on the Proposal Due Date specified in the Procurement Schedule. All Proposals must be uploaded in PDF format to the appropriate folder in the Submittal Platform.

### **2.2 PROPOSAL CONTENTS – GENERAL**

As described in this ITP Section 2.2 and more fully outlined in ITP Exhibits 2 (Technical Package Instructions), 3 (NEVI Zone Site Information Package Instructions), and 4 (NEVI Zone Pricing Package Instructions), the Proposal will be made up of separate submittal packages associated with the Proposer and with each NEVI Zone being pursued by the Proposer.

#### **2.2.1 Technical Package**

Each Proposer shall submit one Technical Package. The Technical Package must satisfy the requirements set forth in ITP Exhibit 2 (Technical Package Instructions). The file name for the Technical Package must be formatted as follows: [*Proposer Name*]\_Technical\_Package.

#### **2.2.2 NEVI Zone Submittal Package**

Each Proposer shall submit a NEVI Zone Submittal Package for each NEVI Zone being pursued by the Proposer. The “**NEVI Zone Submittal Package**” must include:

1. NEVI Zone Site Information Package (ITP Exhibit 3).
2. NEVI Zone Pricing Package (ITP Exhibit 4)

The file name for the NEVI Zone Site Information Package must be formatted as follows: [*Proposer Name*]\_Site\_Information\_NEVI\_Zone[*Insert Applicable Number*]. The file name for the NEVI Zone Pricing Package must be formatted as follows: [*Proposer Name*]\_Pricing\_Package\_NEVI\_Zone[*Insert Applicable Number*].

## **2.3 CONSEQUENCES OF FAILURE TO FOLLOW REQUIREMENTS**

Proposers are solely responsible for assuring that ADOT receives their Proposals by the specified Proposal Due Date and time. ADOT will not be responsible for delays in delivery. Any Proposal

submitted after the Proposal Due Date and time will be rejected without opening, consideration, or evaluation.

## **2.4 REQUIREMENT TO SUBMIT RESPONSIVE AND COMPLIANT PROPOSAL**

If a Proposal is deemed nonresponsive or noncompliant, ADOT may reject the Proposal and disqualify it from further consideration, as set forth in ITP Section 3.1.4.

## **2.5 FORMAT AND ORGANIZATION**

Proposer shall submit the Proposal in the format and organization and according to all other requirements set forth in ITP Exhibits 2 through 6.

The Proposal must contain concise written material and drawings enabling a clear understanding and evaluation of the capabilities of Proposer and the characteristics and benefits of the Proposal. Legibility, clarity, and completeness of the Proposal are essential.

Documentation that is difficult to read or evaluate may be rejected and may lead to disqualification. ADOT does not commit to review any information in Proposal appendices, forms and exhibits other than those required or expressly permitted to be provided, and the Proposal evaluation process will focus on the body of the Proposal and any required and expressly permitted appendices, forms and exhibits.

## **2.6 CURRENCY**

All required pricing, financial and cost information must be provided in United States dollars (US\$) currency only.

## **2.7 MODIFICATIONS TO A PROPOSAL**

A Proposer may modify its Proposal in writing prior to the specified time on the Proposal Due Date set forth in Procurement Schedule by uploading a complete revised Proposal to the Submittal Platform. If multiple modifications are submitted, ADOT will review the final modification submitted prior to the Proposal Due Date. ADOT will not consider modifications that are not requested by ADOT and are received after the Proposal Due Date.

## **2.8 WITHDRAWAL AND VALIDITY OF PROPOSALS**

Proposer may withdraw its Proposal from the Submittal Platform at any time prior to the time due on the Proposal Due Date.

A withdrawal of a Technical Package or a NEVI Zone Submittal Package or any sub parts to such packages prior to the Proposal Due Date will not prejudice the right of a Proposer to file a new Technical Package or NEVI Zone Submittal Package, as applicable, provided that it is uploaded to the Submittal Platform by the time due on the Proposal Due Date. No Proposal may be withdrawn after the time due on the Proposal Due Date.



Proposals must be valid for a period of 180 days after the Proposal Due Date. Except as set forth in the previous paragraph, no Proposer shall withdraw its Proposal prior to expiration of the 180-day period, unless notified by ADOT that (a) no Project Agreement for the applicable NEVI Zone will be awarded by ADOT pursuant to the RFP, (b) ADOT has awarded a Project Agreement for the applicable NEVI Zone to another Proposer and has received the executed Project Agreement and other required documents, or (c) ADOT does not intend to award the Project Agreement for the applicable NEVI Zone to the Proposer.

If the next highest-ranking Proposer is notified during the 180-day period that it is selected for negotiations, such Proposer shall extend the validity of its Proposal for the period until 210 days after the Proposal Due Date.

Any Proposer may elect, in its sole discretion, to extend the validity of its Proposal beyond the time periods set forth above.

## **2.9 ACCEPTANCE OF DELIVERY BY ADOT**

Proposers will receive notification from the Submittal Platform that their Proposals have been submitted. The P3 Office Procurement Manager will also acknowledge receipt of each Proposal timely delivered to ADOT by issuing an email stating that the Proposal has been received.

## **2.10 COSTS NOT REIMBURSABLE**

The cost of preparing the Proposal and any costs incurred at any time before final award and execution of the Project Agreements, including costs incurred for any interviews, and costs associated with Post-Selection Deliverables, shall be borne by the Proposers.

## **3.0 PROPOSAL EVALUATION, SELECTION AND EXECUTION PROCESS**

ADOT's goal is to create a fair and uniform basis for the evaluation of the Proposals for each NEVI Zone in compliance with all applicable legal requirements governing this procurement. The Proposal evaluation process will consist of the steps outlined in this [ITP Section 3.0](#).

The evaluation will be conducted by employees from ADOT with oversight from FHWA and the Joint Office. ADOT will conduct the evaluation process as follows:

1. Review each Proposal for pass/fail and responsiveness criteria.
2. Review and evaluate each Technical Package, resulting in a Proposer score based on the following:
  - a. Proposer Experience and Qualifications
  - b. Project Approach
3. Review the NEVI Zone Submittal Package, resulting in a NEVI Zone score based on the following:
  - a. NEVI Zone Site Information

b. NEVI Zone Pricing

The highest Proposal score, combining the scores described immediately above, for a NEVI Zone will be considered the Best Value Proposer for the Project associated with such NEVI Zone.

ADOT anticipates utilizing an evaluation committee to review and evaluate the Proposals as described herein. The evaluation committee will:

- a. review Proposals independently and then meet as a group to discuss the Proposals;
- b. evaluate the Proposals in accordance with the criteria described herein;
- c. discuss the Proposals and develop strengths and weaknesses in each scoring category; and
- d. determine a score for each category that will be used to arrive at a final Proposal score.

### **3.1 PASS/FAIL AND RESPONSIVENESS EVALUATION**

Upon receipt, the Technical Package and NEVI Zone Submittal Packages will be reviewed (a) for conformance to the RFP instructions regarding organization and format and responsiveness to the requirements set forth in the RFP, and (b) against the responsiveness and pass/fail criteria set forth in ITP Sections 3.1.1 and 3.1.2, respectively.

#### **3.1.1 RESPONSIVENESS**

Upon receipt, all Proposals will be reviewed for responsiveness. Proposals will be reviewed for conformance to the RFP instructions regarding organization and format and responsiveness to the requirements in the RFP. Any Proposal that fails to be found responsive may not be eligible for further review. Responsiveness will be assessed on the basis of overall responsiveness, with ADOT retaining the sole discretion to disregard or waive minor informalities, irregularities, omissions, nonconformities, discrepancies, and apparent clerical mistakes.

If a Proposal is deemed nonresponsive or noncompliant, then ADOT may reject the Proposal and disqualify it from further evaluation and consideration for award, and the corresponding Proposer will be so advised.

ADOT will assess responsiveness on the basis of overall compliance with the requirements of the RFP. Proposals may be considered nonresponsive or noncompliant for any of the following reasons:

- (a) the Proposal includes any qualifications, conditions, exceptions to, or deviations from the requirements of the RFP, including conditions reserving the right to accept or reject an award or to accept, reject, or renegotiate the Project Agreement;
- (b) the Proposal is submitted in a form other than that specified by ADOT, is not properly signed in every place where a signature is required, is missing any required part or form,

contains an incomplete form, is not in the format specified in the RFP, exceeds page limits, or otherwise does not meet any of the Proposal requirements and instructions;

- (c) the Proposal contains a material alteration, as determined by ADOT, in its sole discretion, to any of the forms, other than alterations needed to complete the form (e.g., to fill in a blank). Alterations that have been approved in writing in advance by ADOT will not be considered material;
- (d) ADOT determines that the Proposal contains irregularities that make the Proposal incomplete, indefinite, or ambiguous as to its meaning, including illegible text, omissions, erasures, alterations, items not called for in the RFP, or unauthorized additions;
- (e) multiple or alternate Proposals are submitted with options or if the Proposal includes any conditions or provisions reserving the right to accept or reject an award or to enter into a contract following award;
- (f) the Proposal contains a material misrepresentation or fails to fully disclose required or requested information that ADOT deems to be material; or
- (g) for any other reason, the Proposal does not fully comply with the requirements, instructions, and rules contained in this RFP.

### **3.1.2 PASS/FAIL CRITERIA FOR PROPOSER SUBMITTAL PACKAGE**

Technical Packages will be evaluated based on the following pass/fail criteria:

- (a) the information, certifications, signed statements and documents as listed in ITP Exhibits 2, 3, 5 and 6 do not identify any material adverse information;
- (b) the Technical Package contains the required materials as listed in ITP Exhibits 2, 5 and 6;
- (c) neither the Proposer nor any other entity that has submitted ITP Form H (Proposer Information) or ITP Form I (Proposer Certification and Questionnaire) is currently disqualified, removed, debarred, or suspended from performing or bidding on work for the federal government or any state government;
- (d) the Proposer is not violating any restrictions on teaming arrangements set forth in this ITP;
- (e) the Proposer, or Developer, is capable of obtaining a payment and performance bond each in the amount of not less than the total cost of design and construction of the Project (total capital costs as reflected in Row 12 of ITP Form 6-2 (Capital Pricing Form) from a surety or insurance company that is (i) admitted to do business in the State of Arizona, and (ii) rated in the top two categories by two nationally recognized rating agencies, or rated “A minus” or better and “Class VIII” or better by A.M. Best Company;

- (f) the Proposer has the financial capability to carry out the Project responsibilities potentially allocated to it as demonstrated by the materials provided in ITP Form M (Financial Officer's Certificate and Financial Summary);
- (g) the information, certifications, signed statements and documents as listed in ITP Form I (Proposer Certification and Questionnaire) do not identify any material adverse information; and
- (h) Proposer's total evaluation score for its Technical Package is greater than 600.

**3.1.3 PASS/FAIL CRITERIA FOR NEVI ZONE SUBMITTAL PACKAGE(S)**

NEVI Zone Submittal Package(s) will be evaluated based on the following pass/fail criteria:

- (a) all responses to requirements in ITP Form 1 are "Yes";
- (b) the requested total federal share as reflected in Line 6 of ITP Form 6-1 (Price Summary) is equal to or less than \$800,000; and
- (c) the Proposer has the financial capacity to carry out the Project responsibilities potentially allocated to it as demonstrated by the materials provided in ITP Form 7 (Supplemental Financial Plan Information).

**3.1.4 ADOT RIGHTS TO REQUEST CLARIFICATIONS, EXCLUDE PROPOSALS FROM CONSIDERATION, AND WAIVE MISTAKES**

If a Proposal contains or omits information that may potentially result in a nonresponsive or "fail" determination, then ADOT may, in its sole discretion, request additional or clarifying information from a Proposer prior to a final determination.

If a Proposal is deemed nonresponsive or noncompliant or fails to satisfy any of the pass/fail criteria, then ADOT may reject the Proposal and disqualify it from further evaluation and consideration for award, and the corresponding Proposer will be so advised.

ADOT reserves the right in its sole discretion to disregard or waive minor informalities, irregularities, nonconformities, discrepancies, omissions, and apparent clerical mistakes that, in each case, are unrelated to the substantive content of a Proposal.

**3.2 EVALUATION OF THE PROPOSER TECHNICAL PACKAGE**

Each Technical Package will be evaluated to determine its ability to meet or exceed the Project goals, values, and requirements. The Technical Package will be scored as described in the tables set forth in this ITP Section 3.2.

**Table 3.2A Technical Package Points and Evaluation Criteria**

Scoring Element	Points
Proposer Experience and Qualifications	500

**Table 3.2A Technical Package Points and Evaluation Criteria**

Scoring Element	Points
<p><i>Proposer Organization and Management</i>                      Extent to which the Proposer’s (and the Proposer’s Project partners, subcontractors, and suppliers) overall qualifications, including management background, experience, and technical competence, indicate the likely success of the Project in terms of meeting ADOT’s goals/objectives and the requirements set forth in the Project Agreement.</p>	100
<p><i>Proposer Experience</i>                      Extent to which the Proposer demonstrates firm experience in the deployment and successful operation of EVSE and the extent to which the Proposer demonstrates experience engaging with underserved and disadvantaged communities, including local, small, women-owned, minority-owned, veteran-owned, and/or other diverse business and or workforce in project delivery. Preferred experience includes: implementation and operation of EVSE with similar requirements to the NEVI Formula Program; EVSE in operation for durations of six months or longer; and EVSE experience with multiple agencies/states. The number of EVSE sites in active operation will also be considered.</p>	200
<p><i>Key Staff Experience with Resumes</i>                      Designates a Project Manager, Design Manager, Construction Manager/Electrician and O&amp;M Manager that demonstrates experience and qualifications in the management of complex projects and programs and satisfies those qualifications set forth in <u>PA Exhibit 2-1 (Key Personnel Requirements)</u>. Preferred experience includes: understanding of schedule drivers related to EVSE implementation; experience with Title 23 federal-aid projects is preferred. The Key Personnel proposed in the Proposer's Proposal shall not be changed prior to Project Agreement execution without ADOT's prior approval.</p>	200
<p><b>Project Approach</b></p>	500
<p><i>Approach to Project Development</i>                      Extent to which the Proposer clearly and concisely responds to the applicable directions and describes its understanding and approach of the necessary activities to successfully develop and deliver the Project in compliance with all applicable state and federal standards.</p>	200
<p><i>Approach to Operations and Maintenance</i>                      Extent to which the Proposer clearly and concisely responds to the applicable directions and describes its understanding and</p>	200

**Table 3.2A Technical Package Points and Evaluation Criteria**

Scoring Element	Points
approach of the necessary activities to successfully operate and maintain the Project.	
<i>Approach to Data Interface and Cybersecurity</i> Extent to which the Proposer clearly and concisely responds to the applicable directions and describes its understanding and approach of the necessary activities to safely and securely obtaining, managing, and reporting required data.	60
<i>Approach to Safety, Training and Workforce Development</i> Extent to which the Proposer clearly and concisely responds to the applicable directions and describes its understanding and approach to manage and mitigate incidents during all project activities, develop a training program, and develop workforce and educate third-parties. Extent to which the Proposer clearly demonstrates its intent to engage with underserved and disadvantaged communities, including local, small, women-owned, minority-owned, veteran-owned and/or other diverse businesses and/or workforces in delivery of the Project.	40
<b>Total Evaluation Score</b>	<b>1000</b>

**Table 3.2B Proposer Bonus Technical Package Points for multiple NEVI Zone Submittal Package submissions**

Scoring Element	Points
Proposer has submitted a responsive NEVI Zone Submittal Package for 2-3 different NEVI Zones.	20
Proposer has submitted a responsive NEVI Zone Submittal Package for 4-5 different NEVI Zones.	40
Proposer has submitted a responsive NEVI Zone Submittal Package for 6+ different NEVI Zones.	60

**3.3 EVALUATION OF THE NEVI ZONE SITE INFORMATION PACKAGE**

Each NEVI Zone Site Information Package will be evaluated to determine its ability to meet or exceed the Project goals, values, and requirements. The NEVI Zone Site Information Package will be scored as described in the tables set forth in this [ITP Section 3.3](#).

**Table 3.3A Proposer NEVI Zone Site Information Package Points and Evaluation Criteria**

Scoring Element	Points
NEVI Zone Site Information	600

Scoring Element	Points
<p><i>Access and Site Layout</i></p> <p>Extent to which the Site is easily accessible and is located in a convenient area of the property. Extent to which the Site is in compliance with ADA.</p>	300
<p><i>Power Availability</i></p> <p>Extent to which the Site is capable of meeting or exceeding the total power requirements and the total ports available.</p>	50
<p><i>Communications</i></p> <p>Extent to which the Site is capable of meeting or exceeding the communications and networking requirements.</p>	50
<p><i>Innovation and Resiliency</i></p> <p>Extent to which the Site incorporates innovation and resiliency in its construction means and methods, site layout, and other solutions such as energy storage, back-up power, make-ready inclusion or others.</p>	100
<p><i>Schedule</i></p> <p>Extent to which the Proposer has proposed a realistic schedule for development of the Site and that the completion date meets Project requirements. Extent to which Proposer has identified key risks and considerations and approaches to mitigate and maintain schedule.</p>	100

**Table 3.3B Proposer Bonus NEVI Zone Site Information Package Points for NEVI Zone Site Enhancements**

Scoring Element	Points
Site design includes futureproofing concept beyond the minimum requirements for the Project (e.g., make-readies, space for additional ports)	20
At least one EV charging port at the station allows for a vehicle with a trailer to pull through and not have to back up when charging is complete.	20
Charging capacity is equal to or greater than 300 kilowatt (“kW”) for at least one port.*	20
Charging capacity is equal to or greater than 300 kW for all ports.*	50

\* Only one bonus, for 20 points or 50 points, will be applied per NEVI Zone Site Information Package Points determination.

**3.4 EVALUATION OF THE NEVI ZONE PRICING PACKAGE**

Each NEVI Zone Pricing Package will be evaluated to determine its ability to meet or exceed the Project goals, values, and requirements. The “NEVI Zone Pricing Package” will be reviewed

based on the pass/fail criteria in Section 3.1.3. A Price Value will be calculated for those packages that pass the pass/fail review.

A Proposer's Price Value for each NEVI Zone for which such Proposer submits a Proposal will be the total requested federal share reflected in Line 6 of ITP Form 6-1 (Price Summary).

Each Proposer shall also provide supplemental financial plan information as required by ITP Form 7 (Supplemental Financial Plan Information) to assist in ADOT's review of the Proposer's plan of finance and financial capacity to perform the Project.

### **3.5 BEST VALUE DETERMINATION**

The best value determination for each NEVI Zone will be based on a 60-30-10 percentage weighting. The Proposer Technical Score will represent approximately 60 percent of the total score, the NEVI Zone Site Score will represent approximately 30 percent of the total score, and the NEVI Zone Price Score will represent approximately 10 percent of the total score. The determination of apparent Best Value Proposer for an applicable NEVI Zone will be calculated based on the highest Total Proposal Score for such NEVI Zone computed using the following formula:

Total Proposal Score = Proposer Technical Score + NEVI Zone Site Score + NEVI Zone Price Score

#### **3.5.1 PROPOSER TECHNICAL SCORE**

The Proposer Technical Score will be calculated based on the total evaluation score for the Technical Package (maximum of 1,000 points, plus any applicable bonus points as described in Table 3.2B) as described in ITP Section 3.2. The Proposer Technical Score will be calculated using the following formula:

Proposer Technical Score = Proposer's total evaluation score x 0.06

#### **3.5.2 NEVI ZONE SITE SCORE**

The NEVI Zone Site Score will be calculated based on the total evaluation score for the NEVI Site Information Package (maximum of 600 points, plus any applicable bonus points for enhancements as described in Table 3.3B) as described in ITP Section 3.3. The NEVI Zone Site Score will be calculated using the following formula:

NEVI Zone Site Score = (Proposer's total evaluation score for the applicable NEVI Zone / Highest total evaluation score for the applicable NEVI Zone) x 30

Proposer's total evaluation score = Proposer's total evaluation score as determined pursuant to ITP Section 3.3.

Highest total evaluation score = Highest total evaluation score for a Proposer for the applicable NEVI Zone as determined pursuant to ITP Section 3.3.



### **3.5.3 NEVI ZONE PRICE SCORE**

The NEVI Zone Price Score will be calculated using the following formula:

NEVI Zone Price Score = (Lowest Price Value / Proposer's Price Value) x 10

Lowest Price Value = Lowest Price Value submitted by a Proposer for the applicable NEVI Zone as determined pursuant to ITP Section 3.4.

Proposer's Price Value = Proposer's Price Value for the applicable NEVI Zone as determined pursuant to ITP Section 3.4.

### **3.6 NOTICE OF CONDITIONAL AWARD**

Following ADOT's determination of the Best Value Proposer for the Project associated with a NEVI Zone, ADOT will issue to the Best Value Proposer for such NEVI Zone a notice of conditional selection for the Project (such notice, the "**Notice of Conditional Award**") and a notice of non-selection to all other Proposers.

After the issuance of the Notice of Conditional Award, the conditionally selected Proposer for such NEVI Zone will be referred to as the "**Conditional Awardee**," and the Conditional Awardee will be deemed to have a "**Conditional Award**." For the avoidance of doubt, a Conditional Award is not a commitment to issue an award.

### **3.7 CONDITIONAL AWARD REQUIREMENTS**

Conditional Awards are contingent on completion of the processes required in this ITP Section 3.7, subject to ITP Section 3.7.3.

#### **3.7.1 NEPA CLEARANCE**

The Conditional Awardee must work with ADOT to obtain environmental clearances for the site and work related to EVSE installation as required by NEPA and described in ITP Section 1.3.4. The anticipated duration for the NEPA Process is 60 days. If ADOT determines, in its sole discretion, that the NEPA Process (i) will take longer than 60 days; (ii) would result in an undue cost or burden to ADOT; or (iii) would result in a negative impact to the environment, ADOT reserves the right to request additional information or reject the Project Site and select the next Best Value Proposer for the NEVI Zone. ADOT does not intend to execute a Project Agreement with respect to a NEVI Zone prior to obtaining the required NEPA clearance related thereto.

Conditional Awardees are advised that the NEPA Process could result in the selection of a no-build alternative for a Project. Nothing contained in this RFP or the Project Agreement commits ADOT or a Conditional Awardee to the construction of a Project Site, or any Project alternative unless NEPA Approval is obtained (and then only to the extent set forth in the NEPA Approval).

#### **3.7.2 CONTRACTOR DELIVERABLES**

Within 21 days of receipt of the Notice of Conditional Award, the Conditional Awardee shall, without further notice from ADOT, complete the following tasks:

- (a) notify ADOT in writing of the name and address of the proposed Developer's agent for service of legal process for this Project;
- (b) notify ADOT in writing of the proposed Developer's Federal Internal Revenue Service Employer Identification Number and evidence that the Developer is registered at SAM.gov, AZ UTRACS (available at <https://utracs.azdot.gov>) and ADOT's contract management system, DBE & OJT Online Reporting System (DOORS) (available at <https://adotdoors.dbesystem.com>);
- (c) deliver evidence that the proposed Developer possesses any licenses, registrations and credentials required to perform the Work of the Project Agreement;
- (d) deliver to ADOT evidence as to the authority, power and capacity of the individuals proposed to execute the Project Agreement to act on behalf of and bind the proposed Developer;
- (e) deliver to ADOT evidence as to the organization, existence, and good standing of the Developer;
- (f) obtain and deliver to ADOT executed Performance and Payment Bonds in the forms provided in PA Exhibit 7 and meeting the requirements set forth in PA Section 12.1;
- (g) deliver an executed copy of the ADOT License for the Project Site; and
- (h) if the Project Site is not owned by the Developer, deliver an executed Host Site Agreement including all HSA Key Terms set forth in the Project Agreement.

Notwithstanding the deadline set forth above, ADOT and the Conditional Awardee for an applicable NEVI Zone may mutually agree to extend this period, including an extension to accommodate any negotiations determined necessary by ADOT to finalize the Project Agreement.

If the Conditional Awardee intends for the Developer to be a separate entity, the Proposer must complete the formation of the Developer and submit certified copies of the separate legal entity-related documents to ADOT at least seven days before the deadline set forth above.

If the Conditional Awardee included a guarantor as part of its financial package, additional information regarding the authority, power and capacity of such guarantor to execute the applicable guaranty must also be provided, along with a guaranty in a form agreed by ADOT.

### 3.7.3 ADOT'S RIGHT TO RESCIND CONDITIONAL AWARD

If:

- (a) the Conditional Awardee fails to comply with any of the requirements set forth in this ITP Section 3.7;
- (b) the Conditional Awardee and ADOT are unable to agree on the terms of the Project Agreement; or
- (c) ADOT determines, in its sole discretion, that continuing with the Conditional Award process in this ITP Section 3.7 would result in an undue cost or burden to ADOT;

then ADOT may (i) award the Project Agreement to the next highest best value score for the applicable NEVI Zone; (ii) re-advertise and complete the work under a different contract; or (iii) take any other action, as ADOT may decide in its sole discretion.

### 3.8 FINAL AWARD

If ADOT determines that the Conditional Awardee for a NEVI Zone has completed all of the requirements under ITP Section 3.7 and ADOT has not rescinded the award pursuant to ITP Section 3.7.3, ADOT will issue the Conditional Awardee a notice of final award (the "**Notice of Final Award**"). After ADOT issues the Conditional Awardee the Notice of Final Award, the Conditional Awardee's proposed Developer will execute and deliver to ADOT the final version of the Project Agreement agreed upon by the proposed Developer and ADOT. The award will be effective only after ADOT and the Developer execute the Project Agreement and all conditions precedent therein have been satisfied.

### 4.0 PROTESTS

Proposers may file a protest based on the following three conditions:

- (a) RFP Requirements – A Proposer may submit a protest if it believes the terms of the RFP, including the ITP, (i) include a material provision that is ambiguous, (ii) set forth a procurement process that is contrary to legal requirements applicable to this procurement, or (iii) in whole or in part exceeds the authority of ADOT.
  - i. The protester must file a written protest within 10 business days after ADOT's issuance of the RFP, or, if the protest relates to requirements that first appear in an amendment to the RFP, within five business days after ADOT's issuance of such amendment. Requests for extensions will not be considered.
  - ii. The protest must be hand delivered to the following address:

Arizona Department of Transportation  
206 South 17<sup>th</sup> Avenue, MD 139A  
Phoenix, AZ 85007  
Attention: Senior Deputy State Engineer

The protest must include all of the following information:

- A. firm, name, address, and telephone number of the protester;
  - B. signature of the Proposer's Designated Representative;
  - C. identification of the agency and the P3 Project Number;
  - D. a detailed statement of the legal and factual grounds of the protest, including copies of the relevant documents;
  - E. the form of relief requested; and
  - F. a signed declaration by the protester that all facts alleged in the protest are true and correct to the best of protester's knowledge.
- iii. The ADOT Senior Deputy State Engineer or their designee (who is not involved in RFP evaluations) will issue a written decision within 30 calendar days after the protest is received. The written decision of the ADOT Senior Deputy State Engineer is administratively final. If necessary to address the issues raised in the protest, ADOT may, in its sole discretion, make appropriate revisions to the RFP by issuing an Addendum.

(b) Proposal Disqualification – A Proposer submitting a Proposal that is refused or rejected by ADOT may submit a protest to the rejection.

- i. The protester must file a written protest within three business days after receipt of the notification of the Proposal rejection. Requests for extensions will not be considered.
- ii. The protest must be hand delivered to the following address:

Arizona Department of Transportation  
206 South 17<sup>th</sup> Avenue, MD 139A  
Phoenix, AZ 85007  
Attention: Senior Deputy State Engineer
- iii. The protest must include all of the information listed under ITP Section 4.0(a)(ii).
- iv. The ADOT Senior Deputy State Engineer or their designee (who is not involved in RFP evaluations) will issue a written decision within 30 calendar days after the protest is received. The written decision of the ADOT Senior Deputy State Engineer is administratively final.

(c) Project Agreement Award – A Proposer who submitted a Proposal for a NEVI Zone in response to this solicitation may protest the selection of the Proposer ADOT determined to be the most highly qualified as a result of this selection process for such NEVI Zone.

- i. The protester must file a written protest within three business days from the date upon which ADOT notified the Proposer in writing of the selection decision. Requests for extensions will not be considered.
- ii. The protest must be hand delivered to the following address:

Arizona Department of Transportation  
206 South 17<sup>th</sup> Avenue, MD 139A  
Phoenix, AZ 85007  
Attention: Senior Deputy State Engineer
- iii. The protest must include all of the information listed under ITP Section 4.0(a)(ii) plus any supporting exhibits, evidence or documents to substantiate the reasons for the protest. A protest can only be filed and considered valid if based on evidence that: (A) confidentiality during the procurement process was breached, and/or (B) a competitor received inside information unavailable to the protesting party.
- iv. The ADOT Senior Deputy State Engineer or their designee (who is not involved in RFP evaluations) will issue a written decision within 30 calendar days after the protest is received.
- v. If the applicable Proposer disputes the decision rendered by the ADOT Senior Deputy State Engineer or their designee pursuant to ITP Section 4.0(c)(iv), such Proposer may appeal the decision by written notice to the Senior Deputy State Engineer within three business days from the date upon which the decision pursuant to ITP Section 4.0(c)(iv) was issued. Such appeal shall be submitted to the Deputy Director for Transportation / State Engineer or their designee. The written decision of the Deputy Director for Transportation / State Engineer or their designee is administratively final.

#### **4.1 Protestor's Payment of Costs; Attorney's Fees**

If a protest is denied, the Proposer filing the protest shall be liable for ADOT's costs reasonably incurred to defend against or resolve the protest, including legal and consultant fees and costs, and any unavoidable damages sustained by ADOT as a consequence of the protest.

Each party hereby waives Arizona Revised Statutes § 12-341.01 and all benefits thereof. Each party acknowledges that it understands the provisions and effect of such statute, has consulted with legal counsel regarding such waiver, and willingly grants such waiver.

#### **4.2 Rights and Obligations of Proposers**

Each Proposer, by submitting its Proposal, expressly recognizes and agrees to the limitation on its rights to protest provided in this ITP Article 4, and expressly waives all other rights and remedies that may be available to the Proposer under law, and agrees that the decision on the protest is final and conclusive. If a Proposer disregards, disputes, or does not follow the exclusive protest remedies provided in this ITP Article 4 it shall indemnify and hold harmless ADOT and its

officers, employees, agents, and consultants from and against all liabilities, fees and costs, including legal and consultant fees and costs, and damages incurred or suffered as a result of such Proposer's actions. Each Proposer, by submitting a Proposal, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

## **5.0 ADOT RIGHTS AND DISCLAIMERS**

### **5.1 ADOT RIGHTS**

ADOT reserves to itself all rights (which rights shall be exercisable by ADOT in its sole discretion) available to it under applicable law, including without limitation, with or without cause, and with or without notice, the right to:

- (a) pursue the Project in any manner that it, in its sole discretion, deems necessary;
- (b) accept or reject any or all of the Proposals, responses, supplemental information or data, other submittals, or any parts thereof, received from Proposers at any time;
- (c) issue amendments, addenda, supplements, and modifications to this RFP in whole or in part;
- (d) request best and final offers ("**BAFOs**") when ADOT determines in its sole discretion that it is in ADOT's best interests to do so, provided that (i) all terms and conditions of this ITP applicable to Proposals will also be applicable to BAFOs except as otherwise specified in the request for BAFOs and (ii) in the event that any Proposer requested to submit a BAFO fails to provide a BAFO, or delivers a BAFO that is deemed unacceptable or late, ADOT may consider as valid such Proposer's initial Proposal and may award the Project Agreement to such Proposer based on its initial Proposal;
- (e) cancel this RFP and procurement and commence a new procurement for part or all of the Project, without incurring any costs, obligations or liabilities;
- (f) terminate evaluations of Proposals received at any time;
- (g) eliminate one or more of the obligations set forth in the technical requirements after receipt of Proposals and negotiate pricing adjustments with the selected Proposer based on the eliminated scope of work;
- (h) negotiate with a Proposer without being bound by any provision in its Proposal or other submittal provided in connection with this procurement, and suspend or terminate negotiations at any time;
- (i) elect not to commence or continue negotiations with any responding Proposer;
- (j) if ADOT is unable to negotiate the Project Agreement to its satisfaction with a Proposer for a NEVI Zone, elect to negotiate in succession with the next highest rated Proposer(s) for such NEVI Zone, terminate this procurement as it relates to such NEVI Zone and

pursue other approaches or solicitations relating to the applicable Project, or exercise such other rights under applicable law, as ADOT deems appropriate;

- (k) modify the procurement process (with appropriate notice to Proposers);
- (l) waive or permit any Proposer's submittal of corrections, addenda and supplements to data previously provided in response to this RFP until such time as ADOT declares in writing that a particular stage or phase of its review of the responses to this RFP has been completed and closed;
- (m) require confirmation of information furnished by a Proposer, require additional information from a Proposer concerning its Proposal, and require additional evidence of technical and financial capability to perform the Developer's obligations under the Project Agreement;
- (n) seek and obtain information or data, from any source, that may assist ADOT in evaluating the Proposals, and investigate the qualifications and Proposal of any Proposer;
- (o) appoint evaluation committees to review and make recommendations regarding the Proposals, and seek the assistance of outside technical, financial and legal experts and consultants in connection with the Proposal evaluations;
- (p) hold interviews, meetings and conduct discussions and correspondence with one or more of the Proposers regarding their Proposals;
- (q) disclose information contained in a Proposal to the public as described in this RFP;
- (r) waive informalities, irregularities, deficiencies and omissions in or in connection with Proposals; accept and review a nonconforming Proposal, or permit clarifications, modifications or supplements to any Proposal;
- (s) modify any dates set or projected in the RFP;
- (t) not issue a notice to proceed after execution of the Project Agreement;
- (u) disqualify any Proposer for violating any rules or requirements of the procurement set forth in this RFP, or in any other communication from ADOT in connection with this procurement;
- (v) exercise any other right reserved or afforded to ADOT under this RFP or applicable laws or regulations; and
- (w) add or modify ADOT's reserved rights in amendments to this RFP.

## **5.2 ADOT DISCLAIMERS**

**THE RFP DOES NOT COMMIT ADOT TO ENTER INTO A CONTRACT OR PROCEED WITH THE PROCUREMENT AS DESCRIBED HEREIN. ADOT AND THE STATE OF ARIZONA ASSUME NO OBLIGATIONS, RESPONSIBILITIES, OR LIABILITIES, FISCAL OR OTHERWISE, TO REIMBURSE ALL OR PART OF THE COSTS INCURRED OR ALLEGED TO**

**HAVE BEEN INCURRED BY PARTIES CONSIDERING A RESPONSE TO OR RESPONDING TO THIS RFP. ALL SUCH COSTS SHALL BE BORNE SOLELY BY EACH PROPOSER.**



## ITP Exhibit 1

### ACRONYMS AND DEFINITIONS

Below are the acronyms for several common terms used throughout the RFP. Additional terms not included below are defined in the NEVI Formula Program Final Rule.

ADOT	Arizona Department of Transportation
A.R.S.	Arizona Revised Statutes
AFC	Alternative Fuel Corridor
BIL	Bipartisan Infrastructure Law
CFR	Code of Federal Regulations
EV	electric vehicle
EVSE	electric vehicle supply equipment
FHWA	Federal Highway Administration
ITP	Instructions to Proposers
NEPA	National Environmental Policy Act
NEVI	National Electric Vehicle Infrastructure
O&M	Operations and Maintenance
P3	Public Private Partnership
RIDs	Reference Information Documents
RFP	Request for Proposals
U.S.C.	United States Code

Below are the definitions for several common terms used throughout the RFP. Additional terms not included below are defined in the NEVI Formula Program Final Rule.

**Addenda** – Has the definition set forth in ITP Section 1.2.3.

**Alternative Fuel Corridor or AFC** – Has the definition set forth in ITP Section 1.3.1.

**BAFO** – Has the definition set forth in ITP Section 5.1(d).

**Best Value Proposer** – Means the best value Proposer for a NEVI Zone, as evidenced by being the highest scoring Proposer for such NEVI Zone based on the best value determination pursuant to ITP Section 3.5, or any next most highly ranked Proposer, and so on, with whom ADOT elects to conduct negotiations for a Project Agreement for a NEVI Zone.

**BIL** – Has the definition set forth in ITP Section 1.1.

**Build America, Buy America Act or BABA** – Has the definition set forth in ITP Form G-2.

**Charging Station** – Means the area in the immediate vicinity of a group of chargers and includes the chargers, supporting equipment, parking areas adjacent to the chargers, and lanes for vehicle ingress and egress. A charging station could comprise only part of the property on which it is located.

**Conditional Award** – Has the definition set forth in ITP Section 3.6.

**Conditional Awardee** – Has the definition set forth in ITP Section 3.6.

**Contract Documents** – Means the documents listed in PA Section 1.2.1.

**Developer** – Means the Best Value Proposer that executes the Project Agreement.

**Effective Date** – Means the date on which the Project Agreement is executed by both Parties and on or prior to which each of the Effective Date Conditions Precedent have been satisfied or otherwise waived in accordance with PA Section 2.3 (Conditions Precedent to Effective Date).

**Effective Date Conditions Precedent** is defined in PA Section 2.3 (Conditions Precedent to Effective Date).

**Eligible Costs** – Has the definition set forth in ITP Section 1.3.3.

**Executive Summary** – Has the definition set forth in ITP Exhibit 2, Section 3.1.

**Host Site Owner** – Means the owner of a Project Site included in a Proposer's Proposal.

**Ineligible Costs** – Has the definition set forth in ITP Section 1.3.3.

**Instructions to Proposers or ITP** – Has the definition set forth in ITP Section 1.2.1(a).

**Joint Office** – Has the definition set forth in ITP Section 1.5.5.

**Key Personnel** – Has the definition set forth in the Project Agreement.

**Law** – Has the definition set forth in the Project Agreement.

**Major Utility Upgrade** – Means upgrades to the electrical utility grid with an aggregate cost of over \$250,000, including, but not limited to, longer line extension or upgrades, improvements to offsite power generation, bulk power transmission, or substations covered by the utility. Instances also include those where utility poles or transformers are within a distance only accessible by longer line extensions to the Project Site and Developer needs network upgrades and build-out by electrical utility provider to connect to the distribution utility. The cost of Major Utility Upgrades is an Ineligible Cost.

**Minor Utility Upgrade** – Means upgrades to the electrical utility with an aggregate cost of under \$250,000 including those to acquire, install or upgrade on-site electric service equipment including power meter, transformer, and switch gear provided that the work is necessitated solely by the

construction or upgrading of the Project Site. Work also includes upgrades necessary to connect a charging station to the electric grid distribution network including, but not limited to, extending power lines or upgrading existing power lines. Instances also include where an existing utility pole and transformer is located adjacent to the Project Site or an existing point of connection already exists on the Project Site and Developer requires additional switchgear or lines to connect to the grid. The cost of Minor Utility Upgrades is an Eligible Cost.

**NEPA** – Means the National Environmental Policy Act, 42 U.S.C. § 4321 *et seq.*, as amended and as it may be amended from time to time.

**NEPA Process** – Has the definition set forth in ITP Section 1.3.4.

**NEVI Federal Rule** – Means 23 CFR 680, which establishes regulations setting minimum standards and requirements for projects funded under the NEVI Formula Program, as restated in PA Exhibit 2, Part A (NEVI Federal Standards and Requirements), as updated and amended from time to time.

**NEVI Federal Standards and Requirements** – Means the provisions of the NEVI Federal Rule, and all federal statutory requirements applicable to the Project, as updated and amended from time to time.

**NEVI Formula Program** – Has the definition set forth in ITP Section 1.1.

**NEVI Zone** – Has the definition set forth in ITP Section 1.3.1.

**NEVI Zone Site Information Package or Site Information Package** – Has the definition set forth in ITP Exhibit 3 (NEVI Zone Site Information Package Instructions).

**NEVI Zone Submittal Package** – Has the definition set forth in ITP Section 2.2.2.

**NEVI Zone Pricing Package or Pricing Package** – Has the definition set forth in ITP Exhibit 4 (NEVI Zone Pricing Package Instructions).

**Notice of Conditional Award** – Has the definition set forth in ITP Section 3.6.

**Notice of Final Award** – Has the definition set forth in ITP Section 3.8.

**P3** – Has the definition set forth in ITP Section 1.1.

**P3 Law** – Has the definition set forth in ITP Section 1.1.

**Plan** – Has the definition set forth in ITP Section 1.1 and is available at <https://azdot.gov/sites/default/files/2023-10/2023-adot-electric-vehicle-charging-infrastructure-deployment-plan.pdf>.

**Procurement Schedule** – Has the definition set forth in ITP Section 1.4.

**Procurement Website** – Has the definition set forth in ITP Section 1.2.1 and is available at <http://azdot.gov/ev-infrastructure-implementation>.

**Project or Projects** – Has the definition set forth in ITP Section 1.3.1.

**Project Agreement** – Has the definition set forth in ITP Section 1.1, the form of which is available in Volume II to the ITP.

**Project Payment Cap** – Has the definition set forth in ITP Section 1.3.3.

**Project Site** – Has the definition set forth in ITP Section 1.1.

**Proposal** – Has the definition set forth in ITP Section 1.1.

**Proposal Due Date** – Means the deadline for submission of all Proposals as specified in the Procurement Schedule set forth in ITP Section 1.4.

**Proposer** – Has the definition set forth in ITP Section 1.1.

**Proposer’s Designated Representative** – Has the definition set forth in ITP Section 1.5.2.

**Public Records Act** – Means A.R.S. §§ 39-101 to 171.

**Reference Information Documents** or **RIDs** – Has the definition set forth in ITP Section 1.2.1(c).

**RFP** – Has the definition set forth in ITP Section 1.1.

**Services Commencement Date** – Has the definition set forth in the Project Agreement.

**Submittal Platform** – Has the definition set forth in ITP Section 1.5.4.

**Technical Package** – Has the definition set forth in ITP Exhibit 2 (*Technical Package Instructions*).

**Utility Owner** – Has the definition set forth in the Project Agreement.

**Work** – Has the definition set forth in the Project Agreement.

## ITP Exhibit 2

### TECHNICAL PACKAGE INSTRUCTIONS

#### **1. GENERAL INSTRUCTIONS**

This ITP Exhibit 2 describes the submission format for the technical package (“**Technical Package**”) and outlines the required information that will comprise a Technical Package.

The Proposer must submit the information required by this ITP Exhibit 2 in the organization and format specified herein. The Technical Package must be organized in the order listed in ITP Exhibit 6, and must be clearly indexed. Each component of the Technical Package must be clearly titled and identified.

All forms named herein are found in ITP Exhibit 5. All blank spaces in the Proposal forms must be filled in by the Proposer as appropriate. The Proposer must not make any substantive change to the Proposal forms.

#### **2. PAGE LIMITS**

Page limits, if any, for each element of the Technical Package can be found in ITP Exhibit 6.

#### **3. CONTENTS OF THE TECHNICAL PACKAGE**

The Technical Package consists of the following major elements:

- a. Executive Summary;
- b. Proposer Information, Certifications, and Documents (including required ITP Forms A, B, C, D, E, F, G-1, G-2, H, I and J);
- c. Experience and Qualifications (ITP Form K)
- d. Project Approach (ITP Form L); and
- e. Financial Officer's Certificate and Financial Summary (ITP Form M).

##### **3.1 Executive Summary**

The “**Executive Summary**” must be written in a non-technical style and must contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with Proposer’s Proposal and Proposer’s ability to satisfy the financial and technical requirements of the Project. The Executive Summary must not include any information regarding pricing or cost information, or other confidential or proprietary information or trade secrets that the Proposer intends to be exempt from disclosure. It must, at a minimum, include an explanation of the organization and contents of the Proposal.

## **3.2 Proposer Information, Certifications and Documents**

### **3.2.1 Proposal Letter**

The Technical Package must include the Proposal Letter (ITP Form A). Proposer must attach to the Proposal Letter the documents and information described in subsection (C) of the instructions to ITP Form A.

### **3.2.2 Non-Collusion Affidavit**

The Technical Package must include ITP Form B, certifying that the Proposal is not the result of and has not been influenced by collusion.

### **3.2.3 Organizational Conflict of Interest Disclosure**

The Technical Package must include a Conflict of Interest Disclosure Statement (ITP Form C) in accordance with ITP Section 1.6.

### **3.2.4 Certification Regarding Equal Employment Opportunity**

The Technical Package must include an Equal Employment Opportunity Certification (ITP Form D) for the Proposer and Proposer's known subcontractors. Use a separate ITP Form D for each entity.

### **3.2.5 Certification Regarding Use of Contract Funds for Lobbying**

The Technical Package must include ITP Form E executed by the Proposer.

### **3.2.6 Suspension and Debarment Certification**

The Technical Package must include a Suspension and Debarment Certification (ITP Form F).

### **3.2.7 Certification Regarding Buy America and Build America, Buy America**

The Technical Package must include a Buy America Certification (ITP Form G-1) and a Build America, Buy America Certification (ITP Form G-2).

### **3.2.8 Proposer's Information**

The Technical Package must include a completed Proposer Team Summary and Certification chart on ITP Form H, Part A, including the names and contact information for Proposer, Host Site Owner, the firm providing site design, the EVSE hardware supplier, Charging Network Provider (Software), operations and maintenance provider, those entities that are identified by Proposer in ITP Form K, and other key team members.

The Technical Package must include Team Member Information, ITP Form H, Part B, for those entities identified in ITP Form H, Part A.

### **3.2.9 Proposer Certification and Questionnaire**

The Technical Package must include ITP Form I signed by each entity that is required to fill out an ITP Form I as described in the instructions to ITP Form I. Use a separate ITP Form I for each entity. The Technical Package must also include the required attachments of ITP Form I.

### **3.2.10 Participation in Boycott of Israel Certification Form**

The Technical Package must include ITP Form J executed by the Proposer.

### **3.3 Experience and Qualifications**

The Technical Package must include the Proposer's Experience and Qualifications (ITP Form K) outlining the Proposer's team organization, experience and performance records, and Key Personnel information.

### **3.4 Project Approach**

The Technical Package must include the Project Approach (ITP Form L) outlining the Proposers approach to key project activities, risk management, operations, maintenance, data interface and cybersecurity, and safety and training. Specific page requirements for the Project Approach are outlined in ITP Form L.

### **3.5 Financial Officer's Certificate and Financial Summary**

The Technical Package must include ITP Form M signed by the President, Chief Executive Officer, Chief Financial Officer, Treasurer, or equivalent position for any entities that are relevant to the financial capacity of the Proposer. If the Proposal includes a guarantor, the guarantor must agree to sign a guaranty in a form agreed by ADOT as a condition to award of the Project Agreement if the Proposer is the Best Value Proposer.

## ITP Exhibit 3

### NEVI ZONE SITE INFORMATION PACKAGE INSTRUCTIONS

#### 1. GENERAL INSTRUCTIONS

This ITP Exhibit 3 describes the submission format for NEVI Zone Site Information Package (“**Site Information Package**”) and outlines the required information that will comprise the Site Information Package.

The Proposer must submit the information required by this ITP Exhibit 3 in the organization and format specified herein. The Site Information Package must be organized in the order listed in ITP Exhibit 6, and must be clearly indexed. Each component of the Site Information Package must be clearly titled and identified.

All forms named herein are found in ITP Exhibit 5. All blank spaces in the Proposal forms must be filled in by the Proposer as appropriate. The Proposer must not make any substantive change to the Proposal forms.

#### 2. PAGE LIMITS

Page limits, if any, for each element of the Technical Package can be found in ITP Exhibit 6.

#### 3. CONTENTS OF THE NEVI ZONE SITE INFORMATION PACKAGE

The Site Information Package consists of the following major elements:

- a. NEVI Zone Submittal Package Checklist (ITP Form 1);
- b. NEVI Zone Site Information (ITP Form 2);
- c. Utility Coordination (ITP Form 3);
- d. Host Site Coordination (ITP Form 4); and
- e. Project Site Environmental Checklist (ITP Form 5).

##### 3.1 NEVI Zone Submittal Package Checklist

The Site Information Package must include a completed ITP Form 1 (*NEVI Zone Submittal Package Checklist*). Each requirement set forth in the NEVI Zone Submittal Package Checklist must be checked "Yes" by the Proposer, and the Proposer must indicate in the appropriate column where confirmation of satisfaction of each requirement may be found in the Proposal.

##### 3.2 NEVI Zone Site Information

The Site Information Package must include a completed ITP Form 2 (*NEVI Zone Site Information*) describing the proposed Project Site, the proposed Project schedule and the preliminary site design and layout of the Project. If a Proposer is awarded the Project Agreement for a NEVI Zone, the Project schedule will be included as a Developer Commitment in PA Exhibit 3 (*Proposal Commitments*), Part B (*Project Schedule*), with updates limited to the incorporation of the confirmed



effective date and corresponding updates to each milestone, but without amending the timeframes between each milestone, which shall remain consistent with the proposed Project schedule.

### **3.3 Utility Coordination**

The Site Information Package must include a completed ITP Form 3 (Utility Coordination). The Proposer should complete the Proposer's portion of ITP Form 3 and coordinate with the applicable Utility Owner that serves the Project Site to provide preliminary information on potential costs, ability to serve the requested load at the Project Site, and other information it deems useful for evaluating the utility service and costs at a specific Project Site. If the Proposer does not receive a response from a Utility Owner, the Proposer must submit ITP Form 3 with the details provided to the Utility Owner and copies of any correspondence with the Utility Owner.

### **3.4 Host Site Coordination**

The Site Information Package must include a completed ITP Form 4 (Host Site Coordination) including required attachment(s).

### **3.5 Project Site Environmental Checklist**

The Site Information Package must include a completed ITP Form 5 (Project Site Environmental Checklist) with completed responses to those environmental considerations set forth therein.

## ITP Exhibit 4

### NEVI ZONE PRICING PACKAGE INSTRUCTIONS

#### 1. GENERAL INSTRUCTIONS

This ITP Exhibit 4 describes the submission format for NEVI Zone Pricing Package (“**Pricing Package**”) and outlines the required information that will comprise the Pricing Package.

The Proposer must submit the information required by this ITP Exhibit 4 in the organization and format specified herein. The Pricing Package must be organized in the order listed in ITP Exhibit 6, and must be clearly indexed. Each component of the Pricing Package must be clearly titled and identified.

All forms named herein are found in ITP Exhibit 5. All blank spaces in the Proposal forms must be filled in by the Proposer as appropriate. The Proposer must not make any substantive change to the Proposal forms. ITP Forms 6-1 (Price Summary), 6-2 (Capital Pricing Form), 6-3 (Operations and Maintenance Pricing), 6-4 (Business Plan Financial Summary) and 6-5 (Amenities Price Summary) must all be provided by the Proposer in Excel format. Each file must clearly label in the title the appropriate NEVI Zone number for the Pricing Package. All financial information must be in United States Dollar currency only and all amounts must be nominal dollars.

#### 2. CONTENTS OF THE NEVI ZONE PRICING PACKAGE

The Pricing Package consists of the following major elements:

- a. Price Summary (ITP Form 6-1);
- b. Capital Pricing Form (ITP Form 6-2);
- c. Operations and Maintenance Pricing (ITP Form 6-3);
- d. Business Plan Financial Summary (ITP Form 6-4);
- e. Amenities Price Summary (ITP Form 6-5); and
- f. Supplemental Financial Plan Information (ITP Form 7).

##### 2.1 Price Summary

The Pricing Package must include a completed ITP Form 6-1 (Price Summary) setting forth the aggregate amount of total Eligible Costs proposed with respect to design and construction (Row 1) and operations and maintenance (Row 2). The requested total federal share (Row 6) must not exceed the Project Payment Cap. If a Proposer is awarded the Project for a NEVI Zone, the requested federal share with respect to design and construction (Row 3) and operations and maintenance (Row 4) will be capped at the amounts set forth in such Proposer's ITP Form 6-1.

##### 2.2 Capital Pricing Form

The Pricing Package must include a completed ITP Form 6-2 (Capital Pricing Form) setting forth the Proposer's schedule of values for total costs related to the design and construction of the Project. If a Proposer is awarded the Project for a NEVI Zone, the Capital Pricing Form will be included in the Project Agreement as the Developer's baseline schedule of values set forth in Exhibit 3, Part C.

## **2.3 Operations and Maintenance Pricing**

The Pricing Package must include a completed ITP Form 6-3 (*Operations and Maintenance Pricing*) setting forth the Proposer's total Eligible Costs and Ineligible Costs proposed during the five-year operations and maintenance term following Services Commencement of the Project Site. During the operations and maintenance period, the only Eligible Costs permitted are those set forth in subsection (xvi) of the definition of Eligible Costs in ITP Section 1.3.3. If a Proposer is awarded the Project for a NEVI Zone, the requested federal share with respect to operations and maintenance (Row 4) will be capped for each applicable year at the amounts set forth in such Proposer's ITP Form 6-3.

## **2.4 Business Plan Financial Summary**

The Pricing Package must include a completed ITP Form 6-4 (*Business Plan Financial Summary*), including projected revenues, costs and internal rate of return through five years of operations.

## **2.5 Amenities Price Summary**

The Pricing Package must include a completed ITP Form 6-5 (*Amenities Price Summary*) setting forth the cost of those amenities contemplated to be included in the Proposer's Proposal for the applicable Project Site.

## **2.6 Supplemental Financial Plan Information**

The Pricing Package must include a completed ITP Form 7 (*Supplemental Financial Plan Information*) to assist in ADOT's review of the Proposer's plan of finance and financial capacity to perform the Project.

**ITP Exhibit 5**

**REQUIRED FORMS**

(see separately attached)

## ITP Form A

### PROPOSAL LETTER

#### INSTRUCTIONS:

- (a) Submit one copy of ITP Form A for the Proposer. For the avoidance of doubt, only one copy is required despite a Proposer submitting Proposals for multiple NEVI Zones. Proposer should delete any bracketed and italicized text and replace with the information requested therein.
- (b) All signature blocks on this form may be modified to properly reflect the authority of the person signing. The Proposal Letter may be signed in one or more counterparts.
- (c) Proposers shall attach to this ITP Form A evidence of the authorization of all individuals signing this ITP Form A to sign and deliver the Proposal as follows:
  - (i) if the Proposer is a corporation, it shall provide evidence in the form of a resolution of its governing body certified by an appropriate officer of the corporation;
  - (ii) if the Proposer is a partnership, such evidence must be in the form of a partnership resolution and a general partner resolution (as to each general partner) providing such authorization, in each case, certified by an appropriate officer of the general partner;
  - (iii) if the Proposer is a limited liability company, such evidence shall be in the form of a limited liability company resolution and a managing member(s) resolution providing such authorization, certified by an appropriate officer of the managing member(s) and if there is no managing member, each member shall provide the foregoing information;
  - (iv) if the Proposer is a joint venture, such evidence must be in the form of a resolution of each joint venturer, certified by an appropriate officer of such joint venturer; or
  - (v) if the Proposer is a joint venture or a partnership, the Proposal Letter must be executed by all joint venture members or all general partners, as applicable.

Proposer: [PROPOSER TO INSERT PROPOSER NAME]

Proposal Date: [PROPOSER TO INSERT DATE]

Arizona Department of Transportation  
Attn: Stephanie Brown, Procurement Manager

The undersigned (“**Proposer**”) submits the enclosed Proposal (this “**Proposal**”) in response to that certain Request for Proposals (the “**RFP**”) issued by the Arizona Department of Transportation (“**ADOT**”), dated January 19, 2024 (as amended), for a Project Agreement to develop, design, construct, operate and maintain certain electrical vehicle charging stations (the “**Projects**”) as further described in the RFP and the Project Agreement set forth in Volume II thereto. Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP.

Enclosed, and by this reference incorporated herein and made a part of this Proposal is a complete Proposal for the following NEVI Zones: [PROPOSER TO INSERT NUMBERS CORRESPONDING WITH THE NEVI ZONES FOR WHICH PROPOSALS ARE BEING SUBMITTED BY PROPOSER].

Proposer acknowledges receipt of all materials that ADOT has posted to the Procurement Website, and the following Addenda and sets of questions and answers to the RFP:

- a) Addendum 1, issued March 8, 2024
- b) [Proposer to list any addenda to this RFP prior to executing ITP Form A.]
- c) [Proposer to list ADOT’s answers issued in response to Proposers’ questions (by dates on which ADOT issued answers and the question/answer numbers).]

In consideration for ADOT supplying us with the RFP and agreeing to examine and consider this Proposal, the undersigned undertakes [jointly and severally] *[if Proposer is a joint venture or association other than a corporation, limited liability company or a partnership, leave in words “jointly and severally” and delete the brackets; otherwise delete the entire phrase]:*

- a) to keep the Proposals for each of the NEVI Zones referenced above open for acceptance initially for 180 days after the Proposal Due Date, and if the undersigned is notified within such 180-day period that it is the next best value Proposer, for an additional 30 days, without unilaterally varying or amending its terms and without any member or partner withdrawing or any other change being made in the composition of the partnership/joint venture/limited liability company/consortium on whose behalf this Proposal is submitted, without first obtaining the prior written consent of ADOT, in ADOT’s sole discretion; and
- b) if any Proposal for a NEVI Zone submitted herewith is accepted, to provide security (including bonds and insurance) for the due performance of the Contract Documents, as stipulated in the Contract Documents and the RFP.

If selected by ADOT as the Best Value Proposer for a NEVI Zone or NEVI Zones, Proposer agrees to do the following or to cause Developer to do the following:

- a) if requested by ADOT in its sole discretion, enter into good faith negotiations with ADOT regarding the terms of the Project Agreement, in accordance with the requirements of the RFP;

- b) enter into the Project Agreement with respect to such NEVI Zone or NEVI Zones without varying or amending its terms (except if requested by ADOT and agreed to by the Best Value Proposer) and satisfy all other conditions to award of the Project Agreement; and
- c) perform its obligations as set forth in the ITP and the Project Agreement, including compliance with all commitments contained in this Proposal with respect to the NEVI Zone or NEVI Zones for which Proposer is selected as the Best Value Proposer.

Proposer certifies that:

- a) Proposer submits the Proposal(s) for the NEVI Zone(s) listed above without reservation, qualification, assumptions or conditions;
- b) Proposer has carefully examined and is fully familiar with the Project and all of the provisions of the RFP;
- c) Proposer has received, reviewed and fully considered all materials that ADOT has posted to the Procurement Website, all Addenda, and all questions and all of ADOT's responses to questions;
- d) to the best of its knowledge and belief, all information from Proposer or its team members contained in the Proposal(s) submitted herewith, and information submitted concurrently or in supplemental documents with the Proposal(s) submitted herewith, is complete, current and true;
- e) Proposer is satisfied that the RFP provides sufficient detail regarding the obligations to be performed by the Developer and does not contain material internal inconsistencies;
- f) Proposer has carefully checked all the words, figures and statements in the Proposal(s) submitted herewith;
- g) Proposer has conducted such other field investigations and additional design development that are prudent and reasonable in preparing the Proposal(s) submitted herewith;
- h) Proposer has notified ADOT of any material deficiencies in or material omissions from the RFP or other documents provided by ADOT; and
- i) Proposer proposes to design, construct, operate and maintain the Project(s) for which the Proposer has submitted a Proposal in accordance with the Project Agreement and to furnish and deliver all the materials and to do all work and labor required for the design, construction, operation and maintenance and other identified activities for the Project(s) for which the Proposer has submitted a Proposal.

Proposer represents and warrants that Proposer has read the RFP and agrees to abide by the contents and terms of the RFP and the Proposal(s) submitted herewith. Without limiting the foregoing, Proposer accepts and agrees to all the terms and conditions for protest set forth in ITP Section 4 (Protests), and specifically acknowledges ADOT's reserved rights set forth in ITP Section 5 (ADOT Rights and Disclaimers).

Proposer agrees and acknowledges that:

- a) if it is selected as the Best Value Proposer for one or more NEVI Zones, the legal entity constituting the Developer will enter into a Project Agreement for all such Project Sites;
- b) ADOT is not bound to accept the Proposal with the corresponding NEVI Zone Pricing Package for the applicable NEVI Zone offers the lowest price to ADOT, or to accept any Proposal for a NEVI Zone that ADOT may receive;

- c) all costs and expenses Proposer has incurred or will incur in preparing the Proposal(s) submitted herewith and participating in the RFP process will be borne solely by the Proposer;
- d) ADOT will not be responsible for any errors, omissions, inaccuracies or incomplete statements in the Proposal(s) submitted herewith; and
- e) any false, deceptive, or fraudulent statements in the Proposal(s) submitted herewith can result in denial of award and other consequences provided by law.

The Proposal(s) submitted herewith shall be governed by and construed in all respects according to the laws of the State of Arizona.

The following individual(s) is/are designated as the Proposer's Designated Representative(s) in accordance with ITP Section 1.5.2: [*PROPOSER TO INSERT PROPOSER'S DESIGNATED REPRESENTATIVE(S)*]

The following individual(s) is/are authorized to enter into negotiations with ADOT on behalf of the Proposer in connection with this RFP, the Project, and the Project Agreement: [*PROPOSER TO INSERT PROPOSER'S REPRESENTATIVE(S) FOR CONTRACT NEGOTIATIONS*].

Proposer's business address:

(No.)	(Street)	(Floor or Suite)
(City)	(State or Province)	(ZIP or Postal Code)
(Country)		

State or Country of Incorporation/Formation/Organization: \_\_\_\_\_



*[Insert appropriate signature block]*

1. Sample signature block for corporation or limited liability company:

*[Insert the Proposer's name]*

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

2. Sample signature block for partnership or joint venture:

*[Insert the Proposer's name]*

By: *[Insert general partner's or member's name]*

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Add signatures of additional general partners or members as appropriate]*

3. Sample signature block for attorney in fact:

*[Insert the Proposer's name]*

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Attorney in Fact

*[Insert appropriate signature block]*

By executing this form, the Proposer confirms that the Proposer's Designated Representative named above is authorized to act as agent on behalf of the Proposer.

**ITP Form B**

**NON-COLLUSION AFFIDAVIT**

**INSTRUCTIONS:**

- (a) Submit one copy of ITP Form B for the Proposer. For the avoidance of doubt, only one copy is required despite a Proposer submitting Proposals for multiple NEVI Zones. Proposer should delete any bracketed and italicized text and replace with the information requested therein.
- (b) Duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed on behalf of all partners, members and joint venture members.
- (c) Initially capitalized terms not otherwise defined herein shall have the meanings ascribed thereto pursuant to the Instructions to Proposers within the Request for Proposals for the Project.

STATE OF )  
COUNTY OF )

Each of the undersigned, being first duly sworn, deposes and says that:

- A. [Insert Name] is the [Insert Title] of [Insert Firm Name] and [Insert Name] is the [Insert Title] of [Insert Firm Name], which entity(ies) are the [Insert Relationship to Proposer] of, the entity making the foregoing Proposal.
- B. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, joint venture, limited liability company or corporation; the Proposal is genuine and not collusive or a sham; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; the Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone or participated in any collusion or otherwise taken any action to fix the prices of the Proposer or any other Proposer, or to fix any overhead, profit or cost element included in the Proposal, or of that of any other Proposer, or to restrain free competitive bidding in connection with its Proposal or to secure any advantage against ADOT, or anyone interested in the proposed Project Agreement(s); all statements contained in the Proposal are true; and, further, the Proposer has not, directly or indirectly, submitted its prices or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, joint venture, limited liability company, organization, Proposal depository or any member, partner, joint venture member or agent thereof to effectuate a collusive or sham Proposal.
- C. The Proposer will not, directly or indirectly, divulge information or data regarding the price or other terms of its Proposal to any other Proposer, or seek to obtain information or data regarding the price or other terms of any other Proposal, until after award of the Project Agreement(s) or rejection of all Proposals and cancellation of the Request for Proposals.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_ day of \_\_, 2024.

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Notary Public in and for  
said County and State

[Seal]

My commission expires: \_\_\_\_\_

## ITP Form C

### CONFLICT OF INTEREST DISCLOSURE STATEMENT

#### INSTRUCTIONS:

- (a) Submit one copy of ITP Form C completed by the Proposer. For the avoidance of doubt, only one copy is required despite a Proposer submitting Proposals for multiple NEVI Zones. Proposer should delete any bracketed and italicized text and replace with the information requested therein.
- (b) The Proposer's Designated Representative must sign this ITP Form C on behalf of the Proposer where indicated.
- (c) If the Proposer has no conflicts to disclose, the Proposer's Designated Representative must sign a single copy of this form on behalf of the Proposer. If the Proposer has one or more conflicts to disclose, each entity with a conflict must prepare and sign a duplicated ITP Form C, which must also be signed by the Proposer's Designated Representative.

**NAME OF PROPOSER:** *[Insert Name of Proposer]*

Proposer's attention is directed to 23 CFR Part 636 Subpart A and in particular to Subsection 636.116 regarding organizational conflicts of interest. Section 636.103 defines "organizational conflict of interest" as follows:

Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

Proposer's attention is also directed to ITP Section 1.6 and the laws, policies and matters referenced therein. Proposers are advised that in accordance with ITP Section 1.6, certain firms and individuals will not be allowed to participate on any Proposer's team for the Project(s) because of their work with ADOT in connection with the Project procurement and document preparation.

**1. Disclosure Pursuant to 23 CFR 636.116(a)(2)(v), ADOT Conflict of Interest Policy and Arizona Laws**

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present, or planned interest(s) of the Proposer's team (including the Proposer, Developer, team members, proposed consultants and proposed subcontractors, and their respective chief executives, directors, and key project personnel) that may result, or could be viewed as, an organizational conflict of interest in connection with this RFP. Such disclosure is required for organizational conflicts of interest as defined or described in 23 CFR 636.103 and in the laws and other policies referenced in ITP Section 1.6.

Proposer must disclose (a) any current contractual relationships with ADOT, (b) any past, present, or planned contractual or employment relationships with any ADOT member, officer, or employee; and (c) any other circumstances that might be considered to create a financial interest in the Project Agreement(s) by any ADOT member, officer, or employee if Proposer is awarded a Project Agreement. Proposer should also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, any of the following ADOT consultants:

- Mayer Brown LLP
- Nossaman LLP
- HDR, Inc.
- KPMG LLC
- CDM Smith Inc.
- Sperry Capital Inc.
- Kenneth A. Smith Consulting LLC
- AECOM

Proposer must also disclose contractual relationships with any such ADOT consultant in the nature of a joint venture, as well as relationships wherein the consultant is a contractor or consultant (or subcontractor or subconsultant) to Proposer or a member of Proposer's team. The foregoing is provided by way of example and shall not constitute a limitation on the disclosure obligations.

If (a) Proposer made a prior disclosure to ADOT regarding an actual, potential or perceived conflict of interest, (b) Proposer determines such disclosure met the foregoing disclosure requirements, and (c) ADOT issued an eligibility determination, then please state below (i) the circumstance, (ii) a certification that Proposer previously disclosed all required information and (iii) the date of ADOT’s letter or notice of the eligibility determination.

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**2. Explanation**

In the space provided below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid, neutralize, or mitigate any organizational conflicts of interest described herein. If Proposer previously proposed, or if ADOT previously issued an eligibility determination specifying, steps to be taken to avoid, neutralize or mitigate an organizational conflict of interest, then please identify the correspondence or notice that set forth such steps and certify that they will be followed.

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**3. Certification**

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

**4. Proposer's Designated Representative**

Proposer's Designated Representative \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_



## ITP Form D

### EQUAL EMPLOYMENT AND OPPORTUNITY CERTIFICATION

#### INSTRUCTIONS:

- (a) Submit one copy of ITP Form D completed by the Proposer and each known subcontractor. For the avoidance of doubt, only one copy of each form is required despite a Proposer submitting Proposals for multiple NEVI Zones. Proposer should delete any bracketed and italicized text and replace with the information requested therein.
  
  - (b) Proposers are advised that they must not, in connection with the RFP, discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, or disability. Proposers must take affirmative action to ensure that applicants for employment and employees are not discriminated against because of their race, color, religion, sex, national origin, age, marital status, or disability. The areas requiring such affirmative action include, but are not limited to, the following: (i) layoff or termination; (ii) rates of pay or other forms of compensation; (iii) employment; (iv) job assignment; (v) promotion; (vi) demotion; (vii) transfer; (viii) recruitment and recruitment advertising; and (ix) selection for training, including apprenticeship, pre-apprenticeship, and on-the-job training.
-

The undersigned certifies on behalf of \_\_\_\_\_ that:

*(Name of entity making certification)*

*[check one of the following boxes]*

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 C.F.R. Part 60-2 (Affirmative Action Programs).

*[check one of the following boxes]*

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Deputy Assistant Secretary, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

If not Proposer, relationship to Proposer: \_\_\_\_\_

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts that are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposers who have participated in a previous contract subject to the Executive Orders and have not filed the required reports shall note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

## ITP Form E

### USE OF FUNDS FOR LOBBYING CERTIFICATION

#### INSTRUCTIONS:

- (a) Submit one copy of ITP Form E completed by the Proposer. For the avoidance of doubt, only one copy is required despite a Proposer submitting Proposals for multiple NEVI Zones.
- (b) The Proposer's Designated Representative must sign this ITP Form E on behalf of the Proposer where indicated.

**NAME OF PROPOSER:** \_\_\_\_\_

The undersigned Proposer certifies on behalf of itself and all contractors (at all tiers) the following:

1. The Proposer certifies, to the best of its 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) received by the Proposer under the RFP or Project Agreement 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 any 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, and shall include a copy of said form in its Proposal, or submit it with the executed Project Agreement or any subcontract.
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 Proposer shall require that the language of this certification be included in all lower tier subcontracts that exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. 3801, et seq., apply to this certification and disclosure, if any.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

**AUTHORIZED PROPOSER REPRESENTATIVE**

Authorized Proposer Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

By executing this form, the Proposer confirms that the representative named above is authorized to act as agent on behalf of the Proposer.

## ITP Form F

### SUSPENSION AND DEBARMENT CERTIFICATION

#### INSTRUCTIONS:

- (a) Submit one copy of ITP Form F completed by the Proposer. For the avoidance of doubt, only one copy is required despite a Proposer submitting Proposals for multiple NEVI Zones.
  - (b) The Proposer's Designated Representative must sign this ITP Form F on behalf of the Proposer where indicated.
  - (c) If the Proposer is unable to certify to any of the statements, attach to this ITP Form F a statement describing which certification it is unable to provide, and giving details of the reasons for such inability.
-

## SUSPENSION AND DEBARMENT CERTIFICATION

The undersigned Proposer certifies to the best of its knowledge and belief, that the aforementioned and its principals:

- i. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- ii. have not within a three-year period preceding this certification 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;
- iii. 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 (ii) of this certification;
- iv. 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;
- v. 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
- vi. 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).

### AUTHORIZED PROPOSER REPRESENTATIVE

Authorized Proposer Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

By executing this form, the Proposer confirms that the representative named above is authorized to act as agent on behalf of the Proposer.

**ITP Form G-1**

**BUY AMERICA CERTIFICATE**

**INSTRUCTIONS:**

- (a) Submit one copy of ITP Form G-1 completed by the Proposer. For the avoidance of doubt, only one copy is required despite a Proposer submitting Proposals for multiple NEVI Zones.
  - (b) The Proposer's Designated Representative must sign this ITP Form G-1 on behalf of the Proposer where indicated.
-



The undersigned Proposer hereby certifies on behalf of itself and all contractors at all tiers (collectively herein, "Proposer") the following:

- (a) Proposer shall comply with the requirements of 23 U.S.C. 313 as amended by the Build America, Buy America Act (under the Infrastructure Investment and Jobs Act/Bipartisan Infrastructure Law, Pub. L. 117-58, Nov. 15, 2021), and the federal regulations and 23 CFR 635.410, 2 CFR 200.322(c), and 2 CFR 184 for the Project.
- (b) Proposer further certifies that if awarded a Project Agreement, it will maintain all records and documents pertinent to the Buy America requirement, for not less than three years from the Services Commencement Date (as defined in PA Exhibit 1 (Acronyms and Definitions)) for the applicable NEVI Zone. These files will be available for inspection and verification by ADOT and/or FHWA.
- (c) Proposer further certifies that the cumulative cost of foreign iron and steel as described in the Buy America requirements for a Project will not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Proposer's Name: \_\_\_\_\_

By executing this form, the Proposer confirms that the representative named above is authorized to act as agent on behalf of the Proposer.

## ITP Form G-2

### **BUILD AMERICA, BUY AMERICA CERTIFICATE OF COMPLIANCE FOR CONSTRUCTION MATERIALS**

#### **INSTRUCTIONS:**

- (a) Submit one copy of ITP Form G-2 completed by the Proposer. For the avoidance of doubt, only one copy is required despite a Proposer submitting Proposals for multiple NEVI Zones.
  - (b) The Proposer's Designated Representative must sign this ITP Form G-2 on behalf of the Proposer where indicated.
-

The undersigned Proposer certifies on behalf of itself and all contractors at all tiers (collectively herein, "Proposer") the following:

- (a) Proposer and all contractors (at all tiers) shall comply with the Build America, Buy America Act ("BABA") requirements of the Infrastructure Investment and Jobs Act ("IIJA"), as set forth under Pub. L. No. 117-58, §§ 70901-52, and that all construction materials, as defined under BABA, furnished for a Project will have been produced in the United States of America.
- (b) Proposer further certifies that if awarded a Project Agreement, Proposer shall maintain all records and documents pertinent to the Buy America requirement, at the address given below, for not less than three years from the Services Commencement Date (as defined in PA Exhibit 1 (Acronyms and Definitions)) for the applicable NEVI Zone. These files will be available for inspection and verification by ADOT and/or FHWA.

Address of Storage: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Proposer's Name: \_\_\_\_\_

By executing this form, the Proposer confirms that the representative named above is authorized to act as agent on behalf of the Proposer.

## ITP Form H

### PROPOSER INFORMATION

#### INSTRUCTIONS:

- (a) Submit one copy of ITP Form H for the Proposer. For the avoidance of doubt, only one copy is required despite a Proposer submitting Proposals for multiple NEVI Zones. Proposer should delete any bracketed and italicized text and replace with the information requested therein.
- (b) For ITP Form H, Part A, include 1) Proposer; 2) any entity if such company's experience was used in ITP Form K; and 3) any team member or entity that has equity in the Proposer team.
- (c) For ITP Form H, Part B, include a form for all entities included in ITP Form H, Part A.
- (d) There is no page limit for ITP Form H.

<b>Proposer:</b>	
<b>Part A: Proposer Contact Information</b>	
<b>Proposer</b>	
Contact Person (Authorized agent for all application and communication purposes)	
Title	
Address	
Telephone Number	
Email Address	
<b>Site Design</b>	
Name of Firm	
Contact Person and Title	
Address	
Telephone Number	
Email Address	

EVSE Hardware Provider	
Name of Firm	
Contact Person and Title	
Address	
Telephone Number	
Email Address	
Charging Network Provider (Software)	
Name of Firm	
Contact Person and Title	
Address	
Telephone Number	
Email Address	
Operations and Maintenance Provider	
Name of Firm	
Contact Person and Title	
Address	
Telephone Number	
Email Address	
Other key team member (Duplicate for each key team member)	
Name of Firm	
Contact Person and Title	
Address	
Telephone Number	
Email Address	

The undersigned Proposer hereby certifies that neither it nor the Developer (if it is an entity different from the Proposer) has entered into any substantive negotiations with any Subcontractor that will fill one of the roles identified above, or other Subcontractors resulting in any Subcontract or an agreement to enter into any Subcontract with respect to the Project, except for those listed above and except for those that have a contract price, per Subcontractor, less than 1% of the total construction price. The Proposer agrees that it will follow applicable requirements with respect to Subcontractors.

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the Proposer's duly authorized representative.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Part B: Team Member Information

Name of Entity Completing this Form:			
Entity Role (check one box as applicable):			
<input type="checkbox"/> Proposer		<input type="checkbox"/> Developer	
<input type="checkbox"/> Subcontractor		<input type="checkbox"/> Other (describe): _____	
Year Established		State of Organization	
Federal Tax ID No.			
North American Industry Classification Code:			
Name of Designated Representative Executing this Form H, Part B:			
Individual's Title:			
Email Address:			
Type of Business Organization (check one):			
<input type="checkbox"/> Corporation			
<input type="checkbox"/> Partnership			
<input type="checkbox"/> Joint Venture			
<input type="checkbox"/> Limited Liability Company			
<input type="checkbox"/> Other (describe): _____			
* If the entity completing this <u>ITP Form H, Part B</u> is a partnership or any other form of a joint venture, attach to this <u>ITP Form H, Part B</u> the executed teaming agreement and all amendments thereto.			
Business Address:			
Headquarters:			
Office Performing Work:			



Describe the role/specialty/discipline/assignment of the entity in the space below, including equity ownership percentage (if any).

If the entity completing this ITP Form H, Part B is a joint venture or newly formed entity (formed within two years before the Proposal Due Date), complete a separate ITP Form H, Part B and ITP Form I for each member or partner of the entity and attach it to the Proposal. In addition, identify the names of such members or partners in the spaces below.

Names:

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am a duly authorized representative of the entity named in this form:

By: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

*[Please make additional copies of this form as needed.]*

## ITP Form I

### PROPOSER CERTIFICATION & QUESTIONNAIRE

#### INSTRUCTIONS:

- (a) Submit one copy of ITP Form I for (i) the Proposer; (ii) any entity identified in ITP Form H; and (iii) any other entity if such company's experience was used in ITP Form K. For the avoidance of doubt, only one copy of each such ITP Form I is required despite a Proposer submitting Proposals for multiple NEVI Zones. Proposer should delete any bracketed and italicized text and replace with the information requested therein.
- (b) If a question is answered "yes," attach additional documentation as necessary to fully describe and explain the circumstances.
- (c) Failure to respond to the questions or to provide adequate explanations may preclude consideration of the Proposal and result in its rejection.
- (d) As used in this ITP Form I, "Affiliate" means, in relation to any Person, an entity that, directly or indirectly, through one or more intermediaries: (1) has a 10% or more voting or economic interest in such Person, or (2) controls, is controlled by, or is under common control with such Person, but only if the entity either (A) has or is engaged in business or investment in North America in the last ten years, or (B) is or was involved, directly or indirectly, in any project listed on ITP Form K. In addition, in the context of the Proposer, "Affiliate" includes the Developer.
- (e) "**Reporting Period**" means the number of years indicated in each question before the Proposal Due Date through the date that is five days before the Proposal Due Date.
- (f) There is no page limit for ITP Form I.

**Proposer:**

**Firm:**

Within the Reporting Period beginning 10 years before the Proposal Due Date, has the firm or any Affiliate, or the owners, officers, or managing employees of either the firm or any Affiliate, ever failed to complete any work it agreed to perform, or had a contract terminated because it was in default? If yes, describe.

Yes  No

Within the Reporting Period beginning five years before the Proposal Due Date, has the firm or any Affiliate or any director, officer, or employee of either the firm or any Affiliate been indicted or convicted of bid or other contract-related crimes or violations (e.g., fraud, bribery, collusion, conspiracy, antitrust) or any felony or misdemeanor related to performance under a contract? If yes, describe.

Yes  No

Has the firm or any Affiliate sought protection under any provision of any bankruptcy act or been subject to a receivership or involuntary bankruptcy proceeding during the Reporting Period beginning 10 years before the Proposal Due Date? If yes, describe, and provide information concerning any work completed by a surety as a result of the bankruptcy or receivership.

Yes  No

Has the firm or any Affiliate been debarred, disqualified, removed, or suspended from performing work for the federal government, any state or local government, or any foreign government during the Reporting Period beginning five years before the Proposal Due Date? If yes, describe.

Yes  No

Has the firm or any Affiliate been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity (including any foreign government) during the Reporting Period beginning 10 years before the Proposal Due Date? If yes, as to each such inquiry, state the name of the public agency, the date of the inquiry, the grounds on which the public agency based the inquiry, and the result of the inquiry.

Yes  No

Has any construction project performed or managed by the firm or, to the knowledge of the undersigned, any Affiliate, involved repeated or multiple failures to comply with safety laws, regulations, rules, or requirements (including those of a foreign government) during the Reporting Period beginning 10 years before the Proposal Due Date? If yes, please identify the team members and the projects, provide an explanation of the circumstances, and provide owner contact information including telephone numbers.

Yes  No

Within the Reporting Period beginning five years before the Proposal Due Date, has there been any instance where the firm or any Affiliate, or its owners, officers, or managing employees submitted a bid or proposal on a public works project and were found to be nonresponsive or were found by an awarding body not to be a responsible bidder? If yes, describe.

Yes  No

During the Reporting Period beginning 10 years before the Proposal Due Date, has the firm or any Affiliate been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the Industrial Commission of Arizona, federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state governing prevailing wages (including, but not limited to, payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation? If yes, describe.

Yes  No

Have any adverse claims between the owner of a public works project and the firm or any Affiliate, in which the claim exceeds \$100,000, settled or been the subject of a judgment during the Reporting Period beginning five years before the Proposal Due Date? If yes, describe, including the amount of each claim, the amount of each settlement or judgment, the total amount of such claims and settlements, and the sum of the original contract prices for all projects on which you are reporting the claims. "Claim" means any request or demand, in any written form, including correspondence, from the firm or any Affiliate to a project owner, or from a project owner to the firm or any Affiliate, for payment of money or damages to the claimant, except for changes in scope or requirements directed by the project owner.

Yes  No

Has the firm or any Affiliate been convicted of violating a state or federal law relating to the employment of undocumented aliens during the Reporting Period beginning five years before the Proposal Due Date? If yes, describe.

Yes  No

During the Reporting Period beginning 10 years before the Proposal Due Date, has the firm or any Affiliate been found, adjudicated, or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs, and any applicable Arizona governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action, including, but not limited to, Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000 et seq.); the Equal Pay Act (29 U.S.C. 206(d)); and any applicable or similar Arizona law? If yes, describe.

Yes  No

During the Reporting Period beginning 10 years before the Proposal Due Date, have there been any citations, assessed penalties or settlements against the firm or any Affiliate for any serious, willful or repeat violations of A.R.S. Title 23, Chapter 2, Article 10 (commencing with § 23-401) or the federal Occupational Safety and Health Act of 1970 (Public Law 91-596)? If yes, describe.

Yes  No

*(Must be signed by an officer of the firm)*

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am a duly authorized representative of the entity named in this form:

Firm: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## ITP Form J

### **PARTICIPATION IN BOYCOTT OF ISRAEL CERTIFICATION FORM**

#### **INSTRUCTIONS:**

- (a) Submit one copy of ITP Form J for the Proposer. For the avoidance of doubt, only one copy is required despite a Proposer submitting Proposals for multiple NEVI Zones. Proposer should delete any bracketed and italicized text and replace with the information requested therein.
- (b) The Proposer's Designated Representative must sign this ITP Form J on behalf of the Proposer where indicated.
- (c) For the purposes of this ITP Form J, "Contractor" shall mean and refer to the Developer, "Contract" shall mean and refer to the Project Agreement, "offeror" shall mean and refer to the Proposer, and "Solicitation" shall mean and refer to the RFP.

This Certification is required in response to legislation enacted to prohibit the State from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. § 35-393.01, this form must be completed and returned with any response to the solicitation and any supporting information to assist the State in making its determination of compliance. The Contractor understands that this response will become public record and may be subject to public inspection.

Please note that if any of the following apply to this Solicitation, Contract, or Contractor, then the Contractor shall select the “Exempt Solicitation, Contract, or Contractor” option below:

- The Solicitation or Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than 10 employees; or
- Contractor is a non-profit organization.

**Pursuant to A.R.S. § 35-393.01, public entities are prohibited from entering into contracts “unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel.”**

Under A.R.S. § 35-393:

1. “Boycott” means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
  - (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
  - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. “Company” means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has 10 or more full-time employees.
5. “Public entity” means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

The certification below does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. See A.R.S. § 35-393.03.

**In compliance with A.R.S. § 35-393.01, all offerors must select one of the following:**

- The Company does not participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. § 35-393.01. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
- The Company does participate in a boycott of Israel as described in A.R.S. § 35-393.01.

- Exempt Solicitation, Contract, or Contractor. Indicate which of the following statements applies to this Contract:
  - Solicitation or Contract has an estimated value of less than \$100,000;
  - Contractor is a sole proprietorship;
  - Contractor has fewer than 10 employees; and/or
  - Contractor is a non-profit organization.

[Insert Company Name]

Signature of Person  
Authorized to Sign

Address

Printed Name

City

State

Zip

Title

Date



## ITP Form K

### PROPOSER QUALIFICATIONS AND EXPERIENCE

#### INSTRUCTIONS:

- (a) Submit one copy of ITP Form K for the Proposer. For the avoidance of doubt, only one copy is required despite a Proposer submitting Proposals for multiple NEVI Zones. Proposer should delete any bracketed and italicized text and replace with the information requested therein.
- (b) In ITP Form K, Part A, complete the provided chart with a description of the proposed project team structure for the Project. In addition, attach a corresponding organizational chart to the application form.

There is no page limit for ITP Form K, Part A. Tables may be reformatted to better fit the information provided and 11x17 pages may be used.

- (c) In ITP Form K, Part B, complete the provided table with prior experience of all team members related to EV charging sites that have 50 kW or higher ports. List up to five prior EV installations completed by team members. Prioritize those installations completed in the last five years, located in Arizona, and that meet the standards included in the NEVI requirements, and then other installations in the US. Charger up-time per port must be computed using the formula defined in 23 CFR 680.116(b)(3) and provided for all combined ports per location.

There is no page limit for ITP Form K, Part B. Tables may be reformatted to better fit the information provided and 11x17 pages may be used.

- (d) In ITP Form K, Part C, complete a Key Personnel Bio, including the Key Personnel Statement of Availability, for the Project Manager, Design Manager, Construction Manager/Electrician, and O&M Manager. Each of these Key Personnel roles shall be consistent with the requirements described in PA Exhibit 2-1 (Key Personnel Requirements). Describe relevant professional qualifications, experience, current workload, and availability for any resultant Project. Detail relevant work experience where the individuals had a significant role that demonstrates their capability relevant to the proposed role in this Project.

Each ITP Form K, Part C must be no more than 4 pages.

<b>Name of Proposer:</b>			
<b>Part A: Proposer Team Organization</b>			
Organization Name	Key Team Members	Experience and Qualifications	Proposed Roles and Responsibilities
			Proposer
			Host Site
			Site Design
			EVSE Network Provider (Software)
			Operations and Maintenance Provider
			Other key team member (duplicate for each key team member)
Any additional team information:			
What is the average up-time across the Proposer's (or Proposer's network provider's) charging system?			

What is your experience in engaging and using local, small, women-owned, minority-owned, veteran-owned, and/or other diverse business and or workforce in project delivery?

Has the Proposer had experience with other Title 23 Federal Programs?

Yes  No

*Any additional detail:*

Has the Proposer and its key team members worked together on any past projects?

Yes  No

*Any additional detail:*

**Part B: Prior Experience and Performance**

No.	Team Member	Location of Charger (address, city, state, zip code)	Publicly Accessible (Y/N)	EVSE Operational Start Date (MM/YYYY)	Power Level (kW)	Number of Ports	Charger Up-Time (%) per Port in Previous 12 Months	Charger Up-Time (%) for Combined Ports in Previous 12 Months
1.							[Port 1] = [Port 2] = [Port ...] =	
2.								
3.								
4.								
5.								

**Part C: Key Personnel Bios**

**C-1. Background**

Name		Role on Project	
Company		Current Position and years in Position	
Current Workload and Availability			
Practice Areas			
Education			
Other Professional Credentials, Licenses, Certifications, etc.			
Total # of Years with Firm			
Total # of Years of EV Infrastructure Experience			

**C-2. Relevant Work Experience**

Describe relevant experience with the design, construction, and/or operations and maintenance of EVSE.

Describe relevant experience working in a collaborative team of professionals to design and construct EVSE.

Describe relevant experience identifying and mitigating risks associated with the design, construction, and operations of EVSE.

### C-2. Relevant Work Experience

Describe relevant experience at every stage of EVSE implementation, from initial feasibility and assessment of projects to design, permitting, and construction of projects.

### C-3. Relevant Project Experience

Project Title	Location	Year Completed	Done w/ Current Firm?
			<input type="checkbox"/> Yes <input type="checkbox"/> No
Brief description of project, your role, and record of performance			
Project Title	Location	Year Completed	Done w/ Current Firm?
			<input type="checkbox"/> Yes <input type="checkbox"/> No
Brief description of project, your role, and record of performance			
Project Title	Location	Year Completed	Done w/ Current Firm?
			<input type="checkbox"/> Yes <input type="checkbox"/> No
Brief description of project, your role, and record of performance			

**C-4: Key Personnel Statement of Availability**

Proposer's Name: [*INSERT PROPOSER'S NAME*] (the "**Proposer**")

Understanding ADOT's concern that the personnel resources specifically represented and listed in this Proposal actually be assigned to the Project and not also be committed to other projects, the Proposer commits that if awarded the Project Agreement, to the extent within the Proposer's control, the named Key Personnel and other individuals named in the Proposal will be available on a full-time basis for the periods necessary to fulfill their responsibilities.

Key Personnel Role: \_\_\_\_\_

Key Personnel Name: \_\_\_\_\_

Key Personnel Employer: \_\_\_\_\_ (the "**Employer**")

Understanding ADOT's concern that the personnel resources specifically represented and listed in this Proposal actually be assigned to the Project and not also be committed to other projects, the Employer commits that if awarded the Project Agreement, to the extent within the Employer's control, the named Key Personnel in this statement will be available on a full-time basis for the periods necessary to fulfill their responsibilities.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## ITP Form L

### PROJECT APPROACH

#### INSTRUCTIONS:

- (a) Submit one copy of ITP Form L for the Proposer. For the avoidance of doubt, only one copy is required despite a Proposer submitting Proposals for multiple NEVI Zones. Proposer should delete any bracketed and italicized text and replace with the information requested therein.
- (b) Proposers must provide a narrative illustrating their project approach and understanding of and commitment to the NEVI Federal Requirements and additional state requirements as provided in PA Exhibit 2 (Technical Requirements). Proposers must describe their approach to the Project in the space provided and consider the total page limitations outlined in ITP Exhibit 6.
- (c) ITP Form L must not be more than 8 pages.



**Name of Proposer:**

**Part A: Approach to Project Development**

A1. Describe your approach to planning, design, and permitting for the Project.

A2. Describe your approach to site preparation, utility coordination, and construction for the Project.

A3. Describe your approach to Buy America compliant EVSE procurement and estimated procurement timelines. Discuss potential risks associated with EVSE procurement and identify mitigation strategies your firm will undertake to minimize these risks.

A4. Describe your general approach to project implementation, including site readiness, site design and layout, ADA compliance, coordination with local utilities and power availability, and construction.

A5. Describe your approach to schedule management. Include a proposed schedule including major activities for a typical installation. The schedule should include likely durations and milestone tasks in a Gantt Chart format. Identify mitigation strategies to address potential schedule risks.

## Part B: Approach to Operations and Maintenance

B1. Describe your plan to operate and maintain the facility from the Services Commencement Date.

B2. Describe your plan to meet the minimum annual uptime requirement of greater than 97% on an individual station level.

B3. Describe the available technical resources, qualifications of personnel and/or subcontractors who will assist during maintenance events, expected response times, and any specific, foreseen challenges/barriers to maintenance. Describe applicable warranties, maintenance or service contracts, and insurance.

B4. Describe your approach to setting EV charging prices and handling utility demand charges.

B5. Describe your approach to operations and maintenance beyond year five, after the NEVI Formula Program concludes.

### **Part C: Approach to Data Interface and Cybersecurity**

C1. Approach to accessing and retaining data required by NEVI Standards and Requirements.

C2. Approach to sharing required data with ADOT or a vendor of ADOT's choosing and approach to data sharing with third-party software developers, free of charge, via application programming interface.

C3. Approach to keeping data safe while being obtained, transferred, and stored in accordance with all federal and state cybersecurity requirements outlined in the Technical Requirements.

### **Part D: Approach to Safety, Training, and Workforce Development**

D1. Describe the plan for potential incidents and explain the management approach and strategies to facilitate site safety, as well as safety during construction and during operations and maintenance.

D2. Describe your team's overall plan for workforce training as well as training approach for emergency service providers and Host Site Owner(s) (if applicable).

D3. Describe your team's overall plan to engage with underserved and disadvantaged communities? What is your experience and approach to using local, small, women-owned, minority-owned, veteran-owned, and/or other diverse business and or workforce in project delivery?

## ITP Form M

### FINANCIAL OFFICER'S CERTIFICATE AND FINANCIAL SUMMARY

#### INSTRUCTIONS:

- (a) Submit one copy of this ITP Form M and all Annexes for the Proposer and any guarantor(s) identified in the Proposal to assess which entities are relevant from a financial capacity perspective to deliver each NEVI Zone location.
  - (b) Each Financial Officer's Certificate should be signed by the President, Chief Executive Officer, Chief Financial Officer, Treasurer, or equivalent position for each entity listed above, dated not earlier than 14 calendar days prior to the Proposal Due Date.
  - (c) All required financial information presented in provided Annexes must be for the last three fiscal years provided in United States Dollar currency only. This ITP Form M and its Annexes must be submitted in searchable PDF format.
  - (d) Initially capitalized terms not otherwise defined herein shall have the meanings ascribed thereto pursuant to the Instructions to Proposers within the Request for Proposals for the Project.
-

I, [Name], the [Title] of [Name of Entity] (the "**Company**"), do hereby certify as of [Date]<sup>1</sup> that:

- a. This certificate is being executed and delivered in connection with the Proposal submitted by [INSERT NAME OF PROPOSER] (the "**Proposer**") in response to the Request for Proposals for Project Number PEV23 01X – Arizona National Electric Vehicle Charging Infrastructure Deployment Program: Phase 1 - Interstates ("**Project**"), dated January 19, 2024 (as amended, the "**RFP**"), issued by the Arizona Department of Transportation ("**ADOT**"). Capitalized terms used and not defined in this Financial Officer's Certificate and Financial Summary shall have the meanings given to those terms in the RFP.
- b. If selected as the Best Value Proposer for the NEVI Zones for which the Proposer has submitted a Proposal, the Company has sufficient financial capacity, strength, and ability to carry out the Project responsibilities for the Project, including, without limitation, obtaining and maintaining payment and performance bonds as required pursuant to the Project Agreement.
- c. With regards to the following Annexes, I either have personal knowledge or have obtained information from officers or employees of the Company in whom I have confidence and whose duties require them to have personal knowledge thereof. All the information provided in this Financial Officer's Certificate and Financial Summary is complete and correct to the best of my knowledge. I make the certifications herein to ADOT pursuant to the requirements of the RFP with the intent and understanding that they will be relied upon by ADOT as a basis for the evaluation of the Proposal contemplated by the RFP.
- d. [If guarantor support is named include the following] [It is the intention of the [INSERT NAME OF GUARANTOR] to support the Proposer with the financial, human resources and other support needed by it to successfully satisfy its obligations in respect of the Project.]

IN WITNESS WHEREOF, the undersigned is the [Insert Position - President, Chief Executive Officer, Chief Financial Officer, Treasurer, or equivalent position] of the entity to which this form relates and has duly executed this certificate as of the date first written above.

By: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

<sup>1</sup> **Note to Proposers:** Date must not be earlier than 14 calendar days prior to the Proposal Due Date.

**ANNEX A TO FINANCIAL OFFICER'S CERTIFICATE**

**Financial Statement Summary**

<b>COMPANY/GUARANTOR NAME (U.S. Dollar currency only)</b>			
<b>Balance Sheet</b>			
	<b>Fiscal Year 202X</b>	<b>Fiscal Year 202X</b>	<b>Fiscal Year 202X</b>
<b>Assets</b>			
Current Assets: Cash & Equivalents	[]	[]	[]
Total Current Assets	[]	[]	[]
<b>Liabilities &amp; Shareholder's Equity</b>			
Current Liabilities: Current Portion of Long-term Debt	[]	[]	[]
Total Current Liabilities	[]	[]	[]
Non-Current Liabilities: Long-term Debt	[]	[]	[]
Shareholder's Equity: Total Shareholder's Equity	[]	[]	[]
<b>Income Statement</b>			
Revenue	[]	[]	[]
Earnings from Operations (EBITDA)	[]	[]	[]
Other Expenses / Income: Interest Expenses	[]	[]	[]
Net Income	[]	[]	[]

ADOT reserves the right to request additional financial statements to support the evaluation of the financial capacity and to request clarifications.

## **ANNEX B TO FINANCIAL OFFICER'S CERTIFICATE**

### **Off-Balance Sheet Liabilities**

Disclose any material off-balance sheet liabilities exceeding \$10 million other than as described in the financial statements referred to above.

**ANNEX C TO FINANCIAL OFFICER'S CERTIFICATE**

**Credit Rating Summary**

<b>RATING AGENCY<sup>2</sup></b>	<b>CURRENT RATING</b>
[Rating agency name]	

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<sup>2</sup> **Note to Proposers:** If applicable, list all credit ratings available for the company and attach a copy of the most recent credit report.



## ANNEX D TO FINANCIAL OFFICER'S CERTIFICATE

### Material Changes in Financial Condition

Please provide a detailed description of material changes in the financial condition of the Company that has occurred or is projected to occur, as applicable (i) during the three most recent completed fiscal years; and (ii) during the next fiscal year following the Proposal Due Date.

If applicable, this Annex D should include the following details regarding material changes in the Company's financial condition:

1. A description of each material change, actual and projected, and any related changes or disruptions in executive management;
2. Actual and projected impacts on the affected entity's organizational and financial capacity and its ability to remain engaged in this procurement and submit a responsive Proposal; and
3. A detailed description of any other projected impacts, positive and negative, of the changes experienced and anticipated to be experienced in the periods ahead, including the likelihood that the circumstances of the change or impacts thereof will continue during the Project term.

Estimates of the impact on revenues, expenses and the change in equity should be provided separately for each material change. **References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes.** Where a material change will have a negative financial impact, the affected entity should describe measures that would be undertaken to insulate the Project from any recent material changes and those currently in progress or reasonably anticipated in the future. If its financial statements indicate that expenses and losses exceed income in each of the three completed fiscal years (even if there has not been a material change), the affected entity should describe measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.

Set forth below is a list of examples of what ADOT considers to be a material change in financial condition. **At the discretion of ADOT, any failure to disclose a prior or pending material change may result in disqualification from the procurement process:**

- a) a change in the tangible net worth of 10% or more of net assets;
- b) a sale, merger or acquisition exceeding 10% of the value of net assets prior to the sale, merger or acquisition which in any way involves the affected entity or its parent company;
- c) a change in credit rating for the affected entity or its parent company;
- d) inability to meet material conditions of loan or debt covenants by the affected entity or its parent company, that has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations or additional credit support from shareholders or other third parties;

- e) in the current and three most recent completed fiscal years, the affected entity or its parent company (i) incurred a net operating loss; (ii) sustained charges exceeding 5% of the then net assets due to claims, changes in accounting, write-offs or business restructuring; or (iii) implemented a restructuring/reduction in labor force exceeding 5% of employees or involved the disposition of assets exceeding 10% of the then-net assets;
- f) Insolvency Events relating to the Company or any person or entity that directly or indirectly through one or more intermediaries' controls, or is controlled by, or is under common control with, the Company (whether or not such proceeding was ultimately dismissed). For the purposes of this certification, Insolvency Event means any voluntary or involuntary bankruptcy, insolvency, liquidation, restructuring, suspension of payments, scheme of arrangement, appointment of provisional liquidator, receiver or administrative receiver, resolution or petition for winding-up or similar proceeding, under any applicable law, in any jurisdiction; and
- g) other events known to the affected entity that represent a material change in financial condition over the past three years, or which may be pending for the next reporting period.

**Do not include material changes in financial condition for any affiliated company other than the Company or its parent company.**

**ITP Form 1**

**NEVI ZONE SUBMITTAL PACKAGE CHECKLIST**

**INSTRUCTIONS:**

- (a) Submit one copy of ITP Form 1 for each NEVI Zone Proposer is pursuing.
- (b) Proposer should delete any bracketed and italicized text and replace with the information requested therein.
- (c) There is no page limit for ITP Form 1.

**Proposer:** \_\_\_\_\_  
**NEVI Zone:** \_\_\_\_\_

No.	Requirement	Requirement Met (Proposer to Complete)	Document page where confirmation of requirement can be found
<b>Site Requirements</b>			
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	
2.	Charging station is available for use and sited at locations physically accessible to the public 24 hours a day, 7 days per week, 365 days a year	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3.	All charging Connectors meet applicable industry standards	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4.	Each DCFC Charging Port is capable of charging any combined charging system (CCS)-compliant vehicle and Each DCFC Charging Port has at least one permanently attached CCS Type 1 Connector	<input type="checkbox"/> Yes <input type="checkbox"/> No	
5.	Site includes at least one ADA-compliant parking space with access to the EV charging infrastructure	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Security and Customer Data Privacy Requirements</b>			
6.	Project Site includes physical and cybersecurity strategies consistent with the Arizona Electric Vehicle Infrastructure Deployment Plan to ensure charging station operations protect consumer data and protect against the risk of harm to, or disruption of, EV charging infrastructure and the grid. Physical strategies include lighting illuminating EV charging infrastructure and required parking spaces	<input type="checkbox"/> Yes <input type="checkbox"/> No	
7.	Proposer will collect, process, and retain only that personal information strictly necessary to provide the charging service to a consumer, including information to complete the charging transaction and to provide the location of charging stations to the consumer	<input type="checkbox"/> Yes <input type="checkbox"/> No	
8.	Chargers and Charging Networks are compliant with appropriate Payment Card Industry Data Security Standards	<input type="checkbox"/> Yes <input type="checkbox"/> No	

No.	Requirement	Requirement Met (Proposer to Complete)	Document page where confirmation of requirement can be found
	(PCIDSS) for the processing, transmission, and storage of cardholder data		
9.	Proposer will implement reasonable measures to safeguard consumer data	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>EV Charger Requirements</b>			
10.	DCFC Charging Ports have a continuous power delivery rating of at least 150 kilowatt (kW) per Charging port and supply power according to an EV's power delivery request up to 150kW, simultaneously from each Charging Port at a charging station.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
11.	Charging stations have a minimum of four DCFC ports each (the definition of "ports" shall be the same as 23 CFR 680.104) and are capable of simultaneously charging at least four Electric Vehicles (EVs)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
12.	DCFC Charging Ports have the ability to provide DC output voltages within the entire range of 250–920 volts (DC)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
13.	Chargers conform to ISO 15118-3 and have hardware capable of implementing both ISO 15118-2 and ISO 15118-20. Charger software conforms to ISO 15118-2 and is capable of Plug and Charge. Conformance testing for charger software and hardware follows ISO 15118-4 and ISO 15118-5, respectively	<input type="checkbox"/> Yes <input type="checkbox"/> No	
14.	All DCFC chargers will be certified by an Occupational Safety and Health Administration Nationally Recognized Testing Laboratory and all chargers are certified to the appropriate Underwriters Laboratories (UL) standards for electric vehicle supply equipment (EVSE)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Connectivity and Interoperability Requirements</b>			
15.	Chargers communicate with a Charging Network via a secure communication method	<input type="checkbox"/> Yes <input type="checkbox"/> No	
16.	Charging Networks are capable of communicating with other Charging Networks to enable an EV driver to use a single method of identification to charge at Charging Stations that are a part of multiple Charging Networks	<input type="checkbox"/> Yes <input type="checkbox"/> No	

No.	Requirement	Requirement Met (Proposer to Complete)	Document page where confirmation of requirement can be found
17.	Chargers conform to Open Charge Point Protocol (OCPP) 2.0.1 or higher	<input type="checkbox"/> Yes <input type="checkbox"/> No	
18.	Charging Networks are capable of communicating with other Charging Networks in accordance with Open Charge Point Interface (OCPI) 2.2.1	<input type="checkbox"/> Yes <input type="checkbox"/> No	
19.	Chargers are designed to securely switch Charging Network Providers without any changes to hardware	<input type="checkbox"/> Yes <input type="checkbox"/> No	
20.	Chargers must have the ability to receive and implement secure, remote software updates and conduct real-time protocol translation, encryption and decryption, authentication, and authorization in their communication with Charging Networks	<input type="checkbox"/> Yes <input type="checkbox"/> No	
21.	Charging Networks must perform and chargers must support remote charger monitoring, diagnostics, control, and smart charge management	<input type="checkbox"/> Yes <input type="checkbox"/> No	
22.	Chargers and Charging Networks must securely measure, communicate, store, and report energy and power dispensed, real-time charging-port status, real-time price to the customer, and historical charging-port uptime	<input type="checkbox"/> Yes <input type="checkbox"/> No	
23.	Charging Networks are capable of secure communication with electric utilities, other energy providers, and local energy management systems	<input type="checkbox"/> Yes <input type="checkbox"/> No	
24.	Chargers remain functional if communication with the charging network is temporarily disrupted, such that they initiate and complete charging sessions, providing the minimum required power level defined in the NEVI Federal Standards and Requirements	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Traffic Control Device and On-Premises Sign Requirements</b>			
25.	All traffic control devices comply with 23 CFR 655 (Traffic Operations)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
26.	On-property or on-premise advertising signs comply with 23 CFR 650 (Highway Beautification) and Section 3(d) ( <i>Signage, Marking, Striping</i> ) of the ADOT Standards and Requirements	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>EVSE Payment Option Requirements</b>			
27.	Payment options provide secure payment methods, accessible to persons with disabilities, which at a minimum shall include a contactless	<input type="checkbox"/> Yes <input type="checkbox"/> No	

No.	Requirement	Requirement Met (Proposer to Complete)	Document page where confirmation of requirement can be found
	payment method that accepts major debit and credit cards, and either an automated toll-free phone number or a short message/messaging system (SMS) that provides the charging customer with the option to initiate a charging session and submit payment		
28.	Charging stations do not require a membership for use	<input type="checkbox"/> Yes <input type="checkbox"/> No	
29.	Payment options do not delay, limit, or curtail power flow to vehicles on the basis of payment method or membership or payment method type. Access and service is not restricted by membership or payment method type	<input type="checkbox"/> Yes <input type="checkbox"/> No	
30.	Charging stations provide access for users who are limited English proficient and accessibility for people with disabilities; automated toll-free phone numbers and SMS payment options clearly identify payment access for these populations	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Information, Pricing, Availability, and Accessibility Requirements</b>			
31.	The price for charging is displayed prior to initiating a charging transaction and is based on the price for electricity to charge in \$/kWh	<input type="checkbox"/> Yes <input type="checkbox"/> No	
32.	The price for charging is displayed and communicated via the Charging Network and is the real-time price (i.e., price at that moment in time). The price at the start of the session cannot change during the session	<input type="checkbox"/> Yes <input type="checkbox"/> No	
33.	The price structure, including any other fees in addition to the price for electricity to charge, must be clearly displayed and explained	<input type="checkbox"/> Yes <input type="checkbox"/> No	
34.	Each Charging Port has an average annual uptime of greater than 97%, subject to the requirements of <u>Exhibit 2, Part A, Section 6(b) (Minimum Uptime)</u> of the Project Agreement	<input type="checkbox"/> Yes <input type="checkbox"/> No	
35.	The data fields described in <u>Exhibit 2, Part A, Section 6(c) (Third-Party Data Sharing)</u> are made available, free of charge, to third-party software developers, via application programming interface (API)	<input type="checkbox"/> Yes <input type="checkbox"/> No	

No.	Requirement	Requirement Met (Proposer to Complete)	Document page where confirmation of requirement can be found
<b>Other Requirements</b>			
36.	At least 20% non-federal match is provided by other sources	<input type="checkbox"/> Yes <input type="checkbox"/> No	
37.	EV charging customers have mechanisms to report outages, malfunctions, and other issues with charging infrastructure and have access to accessible platforms that provide multilingual services. The Proposal complies with the American with Disabilities Act of 1990 requirements and multilingual access in connection with reporting mechanisms	<input type="checkbox"/> Yes <input type="checkbox"/> No	
38.	All chargers will be maintained and operational in compliance with the Federal Rule for the Term, being a period of not less than five (5) years from the Services Commencement Date	<input type="checkbox"/> Yes <input type="checkbox"/> No	
39.	All workforce installing, maintaining, and operating chargers have appropriate licenses, certifications, and training as specified in <u>Exhibit 2, Part A, Section 1(j) (Qualified Technician)</u> of the Project Agreement	<input type="checkbox"/> Yes <input type="checkbox"/> No	



## ITP Form 2

### NEVI ZONE SITE INFORMATION

#### INSTRUCTIONS:

- (a) Submit one copy of ITP Form 2 for each NEVI Zone Proposer is pursuing.
- (b) Proposer should delete any bracketed and italicized text and replace with the information requested therein.
- (c) For ITP Form 2, Part B, describe the approach to each item considering key risks and potential mitigation measures.
- (d) For ITP Form 2, Part D, include a preliminary site design and layout attached to this ITP Form D that clearly identifies the items listed in this ITP Form D. Drawings should be to a scale that allows the reviewer to easily identify the noted items.
- (e) ITP Form 2 must be no more than 10 pages. Proposer may use 11x17 pages for maps, plans, tables, and charts.

<b>Proposer:</b>			
<b>NEVI Zone:</b>			
<b>Part A: Proposed Site Location Details</b>			
Distance to AFC and nearest Interstate interchange (provide measurements with a resolution of 0.01 miles)			
Interstate interchange number:			
The lat/long coordinates must indicate the location of the driving point of entry (curb cut) to the Charging Station, as defined in 23 CFR 680.104	Latitude:		Longitude:
Parcel number for the Charging Station:			
Site Name:			
Physical address:			
City:		Zip code:	
Describe the commercial structure for the NEVI Zone. Include general description of Project ownership, financial flows between main stakeholders, and relevant funding/financing structure.			

Part B: Site Details	
Number of chargers anticipated:	
Is this a current EV Charging Station that needs upgrades and/or additional ports/power?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Will the entire Project occur within an existing parking lot, paved area, or maintained (periodically mowed) lawn?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the site located within a Justice40 boundary? [ <a href="#">Explore the map - Climate &amp; Economic Justice Screening Tool (geoplatform.gov)</a> ]	<input type="checkbox"/> Yes <input type="checkbox"/> No  If yes, list the disadvantaged categories:
Describe the current state of the site and development required to prepare for EVSE installation. Include any applicable site development needs including plans for site lease, site construction, or other site preparation other than electric power-related preparation.	
Describe the vehicular access to the proposed Project Site when operational, including the surrounding road access to the site and traffic patterns.	
Describe proposed Project Site compliance with the Americans with Disabilities Act, 42 U.S.C. 12101 et seq. ("ADA"), and 49 U.S.C. 322 or describe modifications proposed to make the proposed Project Site compliant.	
What is the proposed total power available for DCFC at all times? How many total DCFC charging pedestals with dedicated DCFC ports will be available for charging?	

**Part B: Site Details**

Describe the communications networking capabilities at the proposed Project Site.

Describe the approach to innovation and resiliency, including, but not limited to: back-up power, constructions means and methods, energy storage, make-ready, etc.

Describe the amenities available at the proposed Site.

### Part C: Schedule

Provide an estimate of the Project Site schedule and timeline for completion using the below table:

No.	Milestone	Completion Date
1	Anticipated deadline for execution of each Project Agreement	07/19/2024
2	Assumed NTP (Design and Materials)	07/21/2024
3	Design and Permitting Completion	[XX/XX/20XX]
4	Power Utility Service Connection	[XX/XX/20XX]
5	Communication/Data Utility Service Connection	[XX/XX/20XX]
6	Project Site Preparation	[XX/XX/20XX]
7	EVSE and Associated Hardware Delivery	[XX/XX/20XX]
8	EVSE Installation	[XX/XX/20XX]
9	Services Commencement Deadline	[XX/XX/20XX]
10	Services Commencement Long Stop Date	<i>[Insert date that is 365 days from proposed Services Commencement Deadline]</i>

Describe the approach to schedule management and any unique considerations or risks for the delivery of this Site based on your proposed schedule.

## Part D: Preliminary Site Design and Layout

Provide a layout of the proposed Site using a diagram, map, or schematic showing locations of the following items and any additional items useful for understanding the proposed Site layout:

- all existing and proposed buildings, structures, amenities;
- electric service distribution lines and utility connection build-out to the Project Site;
- EVSE;
- vehicle and pedestrian points of access;
- ADA access;
- restrooms;
- existing and proposed designated charging parking spaces;
- utility connection equipment (power meter, transformer, switch gear, etc.);
- signage, marking, striping;
- space (if any) available for future use;
- lighting and security features; and
- all other planned and/or proposed amenities.

### ITP Form 3

## UTILITY COORDINATION

### INSTRUCTIONS:

- (a) Submit one copy of ITP Form 3 for each NEVI Zone Proposer is pursuing.
- (b) Proposer should delete any bracketed and italicized text and replace with the information requested therein.
- (c) Proposer should complete the Proposer's portion of the form and coordinate with the applicable Utility Owner that serves the Project Site to provide preliminary information on the potential costs, ability to serve the requested load at the Project Site, and other information it deems useful for evaluating the utility services and costs at a specific site.
- (d) Proposer should include a site plan when sending this form to the Utility Owner to help inform the Utility Owner's responses.
- (e) There is no page limit for ITP Form 3.

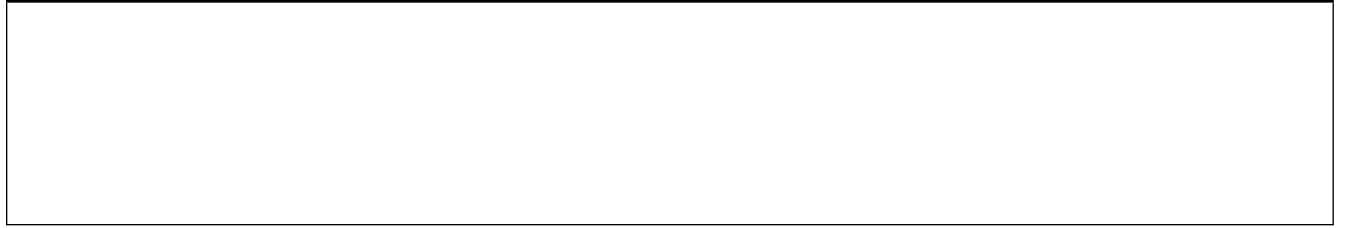
**To be completed by Proposer:**

Proposer Information			
Proposer Name			
Contact Name			
Contact Address			
Contact Email			
Contact Phone			
Site Host Information (if different than Proposer)			
Company Name			
Contact Name			
Contact Email			
Contact Phone			
Electrician/Engineer Information (if different than Proposer)			
Company Name			
Contact Name			
Contact Email			
Contact Phone			
Site Information			
NEVI Zone Number			
Street			
City		ZIP plus 4	
EVSE location on site (lat/long):			
Parcel Number:			
Proposed in-service date:			
Electrical Load Information			
Type of Service: (select all that apply)			
<input type="checkbox"/>	New Service		
<input type="checkbox"/>	Upgrade of Existing Service		
<input type="checkbox"/>	EV load will be separately metered from existing account		
<input type="checkbox"/>	EV load will be added to an existing account	Account No.	
Proposed Number of Chargers and Charger Size (kW):			



<b>Electrical Load Information</b>	
Requested Voltages (i.e., 3-phase 277/480V 4-wire):	
Service Capacity (amps):	
Load Requested (kVA):	
Any additional load to be added to the site (i.e., lights, security, etc.)?	
<b><i>Behind the meter configuration</i></b>	
Solar on site? If yes, provide details	
[Details].	
Battery storage on site? If yes, provide details	
[Details].	

<b>Site Exhibit</b>



**To be completed by Utility Owner:**

Utility Owner General Contact Information	
Utility Owner	
Contact Name	
Contact Email	
Contact Phone	
Contact Information to Further Discuss Rates, Connection, Etc.	
Company Name	
Contact Name	
Contact Email	
Contact Phone	
Utility Ability to Serve	
<p>Note to Utility Owner regarding the equipment provided under the NEVI Formula Program: All utility upgrades for NEVI sites must meet Build America, Buy America Act compliance (<a href="#">Federal Register: Build America, Buy America Compliance Guidance for Grants and Agreements</a>).</p> <p>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 Owner describing available service for a given exit so as to avoid answering multiple individual requests.</p>	
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 Owner will provide power if site/application is selected?	[Y or N]
Utility service application process next steps:	
[Details]	
Cost Estimate	
Description	Total Cost and Timeline
<p><b>High-level Engineering &amp; Construction Cost &amp; Time Estimate</b></p> <p>(This high-level cost* and time estimate** includes Power lines, Power Transformer, terminator pole, if applicable, Service Lateral or conductor and Metering.)</p> <p>*Cost estimate to be covered by Site Applicant. Estimate may change as additional project information is provided.</p> <p>**Time estimate is from the time of official service request and subject to change.</p>	<p>\$</p> <hr/> <p>Timeline:</p>

<b>Cost Estimate</b>	
<b>Additional Engineering &amp; Construction Costs/Time Estimates</b>	\$
Fees for preliminary design with engineer stamped electrical and site plans.	Timeline:
Other utility costs not listed above.	\$
<b>Total Estimated Cost for Utility Sided Work:</b>	\$
<b>Total Estimated Timeline for Utility Sided Work:</b>	
[Timeline details]	

Additional notes:

## ITP Form 4

### HOST SITE COORDINATION

#### INSTRUCTIONS:

- (a) Submit one copy of ITP Form 4 for each NEVI Zone Proposer is pursuing.
- (b) Proposer should delete any bracketed and italicized text and replace with the information requested therein.
- (c) Proposers are advised to engage in discussions and negotiations with Host Site Owners regarding appropriate rights. However, any arrangements with Host Site Owners must be on a nonexclusive basis and must not prevent other Proposers from agreeing arrangements with Host Site Owners.
- (d) There is no page limit for ITP Form 4.

<b>Proposer:</b>	
<b>NEVI Zone:</b>	
<b>Part A: Site Host Information</b>	
Site Owner (Entity) Legal Name and doing business as (d/b/a):	
Is the Site Owner the same as the Site Host?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Site Host (Entity) Legal Name and d/b/a: (If the Site Host is different than the Site Owner)	
Contact Name:	
Contact Telephone Number:	
Contact Email Address:	
Site Ownership Status	<input type="checkbox"/> Owner <input type="checkbox"/> Lessee
If Lessee, please provide details of lease terms, expirations, and renewal or attach a copy to this Form.	
<b>Part B: Site Usage Confirmation</b>	
If the proposed Project Site is owned by the Developer, provide a signed property owner's affidavit in the form of <u>Attachment 1</u> from the Developer.	
<b>Or</b>	
If the proposed Project Site is not owned by the Developer, provide a signed Host Site Owner letter of intent in the form of <u>Attachment 2</u> , and a signed property owner's affidavit from the Host Site Owner in the form of <u>Attachment 1</u> .	

**ATTACHMENT 1 – PROPERTY OWNER’S AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Personally appeared before the undersigned attesting officer, duly authorized to administer oaths in said State and County, \_\_\_\_\_ ("Affiant"), who after being duly sworn, deposes and says upon oath:

That Affiant is the \_\_\_\_\_ ("Affiant Title"), a duly Authorized Proposer Representative of \_\_\_\_\_ ("Company") that is the owner in fee simple of the land lot and/or parcel of land location known by the county tax parcel or physical address of \_\_\_\_\_ ("Property").

Further, to best of the knowledge of the Affiant, the [Affiant] [Company named above] has been in open and peaceful ownership and possession of the Property and knows of no one claiming under any unrecorded bond for title of any nature of claiming any interest in the Property adverse to [Affiant's] [Company's] claim of title whatsoever.

Further, to best of the knowledge of the Affiant, there are no unpaid bills of any nature either for labor or materials or for architects', surveyors', or other services rendered or used on the improvement of the Property.

Affiant acknowledges that this Affidavit is made and given to the Arizona Department of Transportation for the purposes of the Arizona National Electric Vehicle Infrastructure Deployment Program: Phase 1 - Interstates.

IN WITNESS WHEREOF I have set my hand on this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Affiant Signature

Sworn to and subscribed before me

this \_\_\_\_ day \_\_\_\_\_,

\_\_\_\_\_  
Notary Public

(NOTARIAL SEAL)

My Commission Expires: \_\_\_\_\_

## ATTACHMENT 2 – HOST SITE OWNER LETTER OF INTENT

This letter is being signed and delivered in connection with the proposal submitted by the [*Insert Proposer Name*] ("**Proposer**") in response to that certain Request for Proposals (the "**RFP**") issued by the Arizona Department of Transportation ("**ADOT**"), an agency of the State of Arizona, dated January 19, 2024 (as amended), to develop the Arizona National Electric Vehicle Infrastructure Deployment Program: Phase 1 - Interstates.

The intent of this letter is to evidence a binding, nonexclusive commitment of [*Insert Host Site Owner Name*] ("**Host Site Owner**") to allow the Proposer to develop the Host Site Owner's property located at [*Insert proposed Project Site Address*] ("**Proposed Project Site**"). This commitment from the Host Site Owner is expected to ensure that the Project can proceed smoothly, adhering to legal and regulatory requirements while mitigating any potential issues related to site ownership or access and usage rights.

By signing this letter, the Host Site Owner confirms that, contingent upon award by ADOT of an agreement ("**Project Agreement**") to the Proposer under the Arizona National Electric Vehicle Infrastructure Deployment Program: Phase 1 - Interstates, the Host Site Owner agrees to execute an agreement with the Proposer (or its designated developer) necessary to afford access and use of the Proposed Project Site for the construction of compliant electric vehicle charging stations and all the associated amenities, and for the operation of the Proposed Project Site for a minimum of five years from the commencement of operations, including, at minimum, the HSA Key Terms as defined in PA Exhibit 1 (Acronyms and Definitions).

Proposer Entity Legal Name:

Business Address:

Name of Proposer's Designated Representative:

Telephone Number:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Host Site Owner Entity Legal Name:

Business Address:

Name of Authorized Host Site Owner Representative:

Contact Telephone Number:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## ITP Form 5

### PROJECT SITE ENVIRONMENTAL CHECKLIST

#### INSTRUCTIONS:

- (a) Submit one copy of ITP Form 5 for each NEVI Zone Proposer is pursuing.
- (b) If any of the responses to the questions/statements in this ITP Form 5 are “yes,” the Project may require additional evaluation of potential impacts to the environment.
- (c) There is no page limit for ITP Form 5.

**Proposer:** \_\_\_\_\_

**NEVI Zone:** \_\_\_\_\_

**Part A: Project Overview**

Project Description: Include location, limits, design elements, and construction activities. Attach map(s) and photos to help visualize the Project.

**Part B: Environmental Considerations**

Topic	Yes	No	Unk*	Comments
<b>Surface Disturbance</b>				
Does the Project extend beyond previously disturbed or hardened (e.g., paved or compacted gravel) surfaces?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Right of Way</b>				
Will the Project involve right of way acquisitions or easements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Cultural Resources &amp; Paleontological</b>				
Are there any sites of cultural importance or structures over 46 years old within the parcel boundary?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Special Status Species</b>				
Will the Project result in direct or indirect impacts to federally protected species or their habitats?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Wetlands and Waters of the US</b>				
Will this Project introduce fill or stormwater into, or otherwise disturb wetlands or other water features?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Section 4(f)</b>				
Is the project property an eligible historic property, park, recreational area, wildlife or waterfowl refuge?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Hazardous Waste</b>				
Are there known or suspected contamination sites that could be impacted by the Project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Part B: Environmental Considerations				
Topic	Yes	No	Unk*	Comments
<b>Other Resources</b>				
Does the Project have the potential to result in any of the following: Impacts to Floodplains** Impacts to Farmlands Impacts to Section 6(f) Resources Impacts to Environmental Justice Communities Increases in Noise Levels Decreases in Air Quality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Note\*: Unk = Unknown

Note \*\*: If the Project has the potential to result in impacts to floodplains, please provide a description of how the floodplain is defined and how future flooding will factor into the Project's design.

## ITP Form 6

### NEVI ZONE PRICING FORMS

#### INSTRUCTIONS:

- (a) The Microsoft Word version of ITP Form 6 is provided for illustrative purposes. Proposer should use the Excel version for calculation and submission of ITP Form 6.
- (b) Submit one copy of ITP Form 6 for each NEVI Zone Proposer is pursuing.
- (c) Proposer should delete any bracketed and italicized text and replace with the information requested therein.
- (d) There is no page limit for ITP Form 6.

**ITP Form 6-1**

**PRICE SUMMARY**

Row	Category	
1	Total Eligible Capital Costs	A from Form 2
2	Total Eligible O&M Costs	C from Form 3
3	Requested Federal Capital Cost Match	B from Form 2
4	Requested Federal O&M Match	D from Form 3
5	Total Eligible Project Costs	Row 1 + Row 2
6	Requested Total Federal Share*	Row 3 + Row 4

*\*Requested Total Federal Share (Row 6) must be no more than the Project Payment Cap.*

**ITP Form 6-2**

**CAPITAL PRICING FORM**

Row	Capital Cost Category	Total Eligible Capital Costs (\$)	Total Ineligible Capital Costs (\$)	Total Capital Costs (\$)
1	General conditions (includes insurance & bonds, administration, mobilization, overhead, and project management)			
2	Design and permitting			
3	Minor Utility Upgrade			
4	Onsite renewable energy & battery storage			
5	Site preparation			
6	Construction (excluding row 5 costs)			
7	EVSE hardware			
8	EVSE software			
9	Amenities and enhancements			
10	Project Site acquisition			
11	Major Utility Upgrade			
12	Total (sum of above rows 1-11)	<b>(A)</b>		
13	Requested Federal Capital Cost Match	<b>(B)</b>		
14	Proposer Share of Eligible Capital Costs			

*\*Proposer shall include amounts in nominal dollars. Proposers shall populate each of the line items indicated. The amounts for the line items are part of, and shall be included in the Proposer's lump sum Eligible Capital Cost amount in Row 12. Developer will bear the risk that its actual cost for a line item exceeds the line item amount.*

**ITP Form 6-3**

**OPERATIONS AND MAINTENANCE PRICING**

Row	Category	O&M Year 1		O&M Year 2		O&M Year 3		O&M Year 4		O&M Year 5	
		Total Eligible Costs	Total Ineligible Costs	Total Eligible Costs	Total Ineligible Costs	Total Eligible Costs	Total Ineligible Costs	Total Eligible Costs	Total Ineligible Costs	Total Eligible Costs	Total Ineligible Costs
1	Operations										
2	Maintenance										
3	Total Operations and Maintenance										
4	Requested Federal O&M Match										

Row	Category	Cost Totals for 5-Year O&M Period		
		Total Eligible Costs	Total Ineligible Costs	Total Costs
5	Operations			
6	Maintenance			
7	Total Operations and Maintenance	<b>(C)</b>		
8	Requested Federal O&M Match	<b>(D)</b>		

*\*Proposer shall include amounts in nominal dollars. Proposers shall populate each of the line items indicated. The amounts for the line items are part of and shall be included in the Proposer's lump sum Eligible Costs during operations and maintenance. Developer will bear the risk that its actual cost for a line item exceeds the line item amount.*

*\*\*During the operations and maintenance period, the only Eligible Costs are those set forth in subsection (xvi) of the definition of Eligible Costs in ITP Section 1.3.3.*

**ITP Form 6-4**

**BUSINESS PLAN FINANCIAL SUMMARY**

	Category	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
1	Eligible Project Capital Costs							
2	Ineligible Project Capital Costs							
3	Proposer Share of Eligible Capital Costs							

	Category	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
4	Eligible Project O&M Costs							
5	Ineligible Project O&M Costs							
6	Proposer Share of Eligible O&M Costs							
7	Requested Federal Share Total							
8	Forecasted Zone Revenues							
9	Proposer Costs (Rows 2, 3, 5, 6)							
10	Net Project Cash Flows (Row 8 – Row 9)							
11	<b>Internal Rate of Return (IRR)</b>							

*Revenues and costs should be consistent with years based off of the Project schedule included in the Proposal response. Note that years on this form are designated as linear project years (as opposed to operations and maintenance years shown on the NEVI Zone Operations and Maintenance Pricing Form).*

*This form is to be populated on a linear basis. Capital costs may occur in Year 0 and Year 1 unless otherwise designated in the Proposal.*

*This form is informational only and will not be scored.*



**ITP Form 6-5**

**AMENITIES PRICE SUMMARY**

Proposal Amenity Costs							
Row No.	Category	Capital Cost	O&M Year 1	O&M Year 2	O&M Year 3	O&M Year 4	O&M Year 5
1							
2							
3							
4							
5							

*\*Proposer shall include amounts in nominal dollars. Additional relevant amenities may be added to this Form.*

*\*\*With respect to amenities, the only Eligible Costs are those set forth in subsections (xii) and (xv) of the definition of Eligible Costs in ITP Section 1.3.3.*

*Developer will bear the risk that its actual cost for a line item exceeds the line item amount.*

## ITP Form 7

### **SUPPLEMENTAL FINANCIAL PLAN INFORMATION**

#### **INSTRUCTIONS:**

- a. Submit one copy of this ITP Form 7 for each NEVI Zone Proposer is pursuing to describe the Proposer's financial plan to deliver each such NEVI Zone.
- b. Proposer should delete any bracketed and italicized text and replace with the information requested therein.
- c. All required financial information presented in nominal United States Dollar currency only.

**Proposer:**

**NEVI Zone:**

**Part A: Statement of Financial Capacity**

Please provide details to demonstrate the Proposer's financial capacity to provide at a minimum a 20% project cost match of eligible costs, pay for additional costs as identified in the Proposal and be a financial and an operating steward through the 5-year operations and maintenance period for the proposed NEVI Zone location.

**Part B: Plan of Finance**

Please detail the Proposer's plan of finance for the Project, including a summary of sources of uses of funds and financing that are anticipated to pay for all Project capital costs, operations and maintenance and relevant identified amenities for the proposed NEVI Zone location.

**Part C: Internal Rate of Return**

Please provide a detailed projected internal rate of return for the Project that covers the Proposer's share of costs for the design, construction and five-year operations and maintenance period and projected revenues. Please detail why the stated rate is justified and reasonable. The approach must be consistent with ITP Form 6-4 (Business Plan Financial Summary).

**ITP Exhibit 6**

**FORMAT AND ORGANIZATION OF PROPOSAL**

Check Box	Proposal Component	Form (if any) Page limit (if any)	ITP Section Cross-Reference	Proposal Cross-Reference
<b>Technical Package</b>				
A copy of this checklist must be submitted with the Technical Package. Proposer must not amend the order or change the contents of this checklist except to provide the required cross reference to its Proposal (i.e., volume and page number).				
<b>A. Executive Summary</b>				
<input type="checkbox"/>	Executive Summary (exclude price information)	No forms are provided Must not exceed 3 pages	ITP Exhibit 2, Section 3.1	
<b>B. Proposer Information, Certifications and Documents</b>				
<input type="checkbox"/>	Proposal Letter	ITP Form A No page limit	ITP Exhibit 2, Section 3.2.1	
<input type="checkbox"/>	Non-Collusion Affidavit	ITP Form B No page limit	ITP Exhibit 2, Section 3.2.2	
<input type="checkbox"/>	Conflict of Interest Disclosure Statement	ITP Form C No page limit	ITP Exhibit 2, Section 3.2.3	
<input type="checkbox"/>	Equal Employment Opportunity Certification	ITP Form D No page limit	ITP Exhibit 2, Section 3.2.4	
<input type="checkbox"/>	Certification Regarding Use of Contract Funds for Lobbying	ITP Form E No page limit	ITP Exhibit 4, Section 3.2.5	
<input type="checkbox"/>	Suspension and Debarment Certification	ITP Form F No page limit	ITP Exhibit 2, Section 3.2.6	
<input type="checkbox"/>	Buy America Certification	ITP Form G-1 No page limit	ITP Exhibit 2, Section 3.2.7	
<input type="checkbox"/>	Build America, Buy America Certificate	ITP Form G-2 No page limit	ITP Exhibit 2, Section 3.2.7	

Check Box	Proposal Component	Form (if any) Page limit (if any)	ITP Section Cross-Reference	Proposal Cross-Reference
<b>B. Proposer Information, Certifications and Documents</b>				
<input type="checkbox"/>	Proposer Information	ITP Form H No page limit	ITP Exhibit 2, Section 3.2.8	
<input type="checkbox"/>	Proposer Certification and Questionnaire	ITP Form I No page limit	ITP Exhibit 2, Section 3.2.9	
<input type="checkbox"/>	Participation in Boycott of Israel Certification Form	ITP Form J No page limit	ITP Exhibit 2, Section 3.2.10	
<b>C. Proposer Qualifications and Experience</b>				
<input type="checkbox"/>	Experience and Qualifications	ITP Form K No page limit for Parts A and B. Part C must not exceed 4 pages.	ITP Exhibit 2, Section 3.3	
<b>D. Project Approach</b>				
<input type="checkbox"/>	Project Delivery Approach	ITP Form L Must not exceed 8 pages	ITP Exhibit 2, Section 3.4	
<b>E. Financial Summary</b>				
<input type="checkbox"/>	Financial Officer's Certificate and Financial Summary	ITP Form M	ITP Exhibit 2, Section 3.5	

Check Box	Proposal Component	Form (if any)	ITP Section Cross-Reference	Proposal Cross-Reference
<b>NEVI Zone Site Information Package</b>				
<p>A copy of this checklist must be submitted with the NEVI Zone Site Information Package. Proposer must not amend the order or change the contents of this checklist except to provide the required cross reference to its Proposal (i.e., volume and page number).</p>				
<input type="checkbox"/>	NEVI Zone Submittal Package Checklist	ITP Form 1 No page limit	ITP Exhibit 3, Section 3.1	
<input type="checkbox"/>	NEVI Zone Site Information	ITP Form 2 Must not exceed 10 pages	ITP Exhibit 3, Section 3.2	
<input type="checkbox"/>	Utility Coordination	ITP Form 3 No page limit	ITP Exhibit 3, Section 3.3	
<input type="checkbox"/>	Host Site Coordination	ITP Form 4 No page limit	ITP Exhibit 3, Section 3.4	
<input type="checkbox"/>	Project Site Environmental Checklist	ITP Form 5 No page limit	ITP Exhibit 3, Section 3.5	

Check Box	Proposal Component	Form (if any)	ITP Section Cross-Reference	Proposal Cross-Reference
<b>NEVI Zone Pricing Package</b>				
A copy of this checklist must be submitted with the NEVI Zone Pricing Package. Proposer must not amend the order or change the contents of this checklist except to provide the required cross reference to its Proposal (i.e., volume and page number).				
<input type="checkbox"/>	Price Summary	ITP Form 6-1 No page limit	ITP Exhibit 4, Section 2.1	
<input type="checkbox"/>	Capital Pricing Form	ITP Form 6-2 No page limit	ITP Exhibit 4, Section 2.2	
<input type="checkbox"/>	Operations and Maintenance Pricing	ITP Form 6-3 No page limit	ITP Exhibit 4, Section 2.3	
<input type="checkbox"/>	Business Plan Financial Summary	ITP Form 6-4 No page limit	ITP Exhibit 4, Section 2.4	
<input type="checkbox"/>	Amenities Price Summary	ITP Form 6-5 No page limit	ITP Exhibit 4, Section 2.5	
<input type="checkbox"/>	Supplemental Financial Plan Information	ITP Form 7 No page limit	ITP Exhibit 4, Section 2.6	

**ITP Exhibit 8**

**UTILITY CONTACT INFORMATION**

<b>Utility</b>	<b>Contact Name</b>	<b>Contact Email</b>	<b>Contact Phone</b>
Arizona Public Service (APS)	Tony Perez	<a href="mailto:Tony.Perez@aps.com">Tony.Perez@aps.com</a>	(602) 250-4414
Mohave Electric Cooperative	Rob Frederick	<a href="mailto:RFrederick@mohaveelectric.com">RFrederick@mohaveelectric.com</a>	(928) 758 - 0513
Navajo Tribal Utility Authority	Wally Chief	<a href="mailto:wallyc@ntua.com">wallyc@ntua.com</a>	
Sulphur Springs Valley Electric Cooperative	Andrea Tyndall	<a href="mailto:atyndall@ssvec.com">atyndall@ssvec.com</a>	
Trico	Torey Bell	<a href="mailto:TBell@trico.coop">TBell@trico.coop</a>	(520) 744-2944 Ext. 1371
Tucson Electric Power (TEP) and Unisource Energy Services (UNSE)	Camila Martins-Bekat	<a href="mailto:CMartins-Bekat@tep.com">CMartins-Bekat@tep.com</a>	(520) 237-8943
Wellton Mohawk Irrigation and Drainage District	Elston Grubaugh	<a href="mailto:Egrubaugh@wmidd.org">Egrubaugh@wmidd.org</a>	(928) 785-3351



**ITP Exhibit 9**

**NEVI ZONE MAP**

[See Attached]