

# ADOT Electric Vehicle Infrastructure Implementation

No.	Document	Section No.	Question(s)/Comments	ADOT Response
1	ITP	Form 4, Host Site Coordination	Is it allowed to have a Site Host that is leasing the land from a private owner or a state or federal agency?	Yes, this situation is not precluded and is accommodated within the structure of ITP Form 4 and the appropriate Attachment.
2	ITP	Form K, Part C	Regarding the instructions for ITP Form K (Volume 1- Instruction to Proposers) Part C found on Page 1 of ITP Form K, is there a limit to the number of Key Personnel Bios a proposer can submit? If the construction manager and EVITP electrician are two separate individuals, can proposers submit them each under the "Construction Manager/Electrician" Key Staff title?	The Construction Manager/Electrician can be one or two people. See revisions in Addendum #2.  Also note that any team member identified as a Key Personnel will be held to the requirements for replacement outlined in Section 4.6 of the Project Agreement.
3	ITP	General	Could you provide more guidance on attachment requirements for the proposal packages. There aren't clear guidelines on the use of attachments throughout the RFP, only as they relate to items on the forms. We'd like to know more information on what can be shared separately in an attachment. For example, if the applicant would like to share more information about the charging equipment specifications or resumes outside of what is being asked on the application forms.	Please refer to and strictly follow the page limits in Exhibit 6 to the ITP.  ADOT is looking for focused responses to the questions asked and within the page limits provided. Unless specifically allowed, assume attachments, brochures, etc. are not allowed.
4	PA	General	Would you accept a mark-up version of the Agreement with our proposed revisions?	The due date for questions was 3/23. The Submittal Platform offers the ability to attach documents with questions. ADOT makes no commitment to addressing each markup based on the timing of the submittal of the markups.
5	PA	Article 2.2 – Survival	Would ADOT consider an end date for the survival periods (or other cap on liability, excepting fraud or violation of law)? This timing could align with the typical statute of limitations.	No changes will be made.

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6	PA	Article 6.1, 6.2 (Revenue; Pricing)	<p>We are concerned about the scope and depth of price reporting, over and above NEVI requirements. We find the required pricing ambiguous here, and do not believe that accepting funds should open program participants up to investigation, unless there is a reasonable basis for ADOT's belief that pricing is "unreasonable.</p> <p>We would ask that only the NEVI standard apply and that any investigation be tied to a reasonable basis for the belief that the participant is violating NEVI standards.</p>	<p>No changes will be made.</p> <p>Some level of information is needed for ADOT to confirm compliance with the NEVI requirements.</p> <p>With respect to an investigation, Article 6.2.2 states the same. An investigation would only occur "If ADOT has <i>reason</i> to believe that the Developer is charging an unreasonable rate".</p>
7	PA	Article 7. Data, Privacy and Cybersecurity (7.2, 7.3)	<p>Proposer would typically want to see some requirement that audit topics remain related to the project/scope of work/agreement.</p> <p>What portion of the project does the state believe the cybersecurity plan should apply to, given that Proposer does not have broad access to State systems? For example, ADOT is not paying for the development of websites or mobile applications, and as such, Proposer does not see a basis for material risk to ADOT or its systems. Thus, Proposer wishes to know the extent to which the cybersecurity plan (and its compliance requirements) are applicable.</p>	<p>The audit provision is specific to data reporting outlined in Section 7.1.</p> <p>The cybersecurity plan applies to the operation of the EV station, including payment systems, communication systems, and others in the NEVI requirements.</p> <p>There is no intent of the Developer needing to interact or connect with State systems.</p>
8	PA	Article 11 - Insurance	<p>Can contractors self-insure? Are contractors required to provide cybersecurity insurance?</p>	<p>Yes, the Developer or a subcontractor is allowed to have a Self-Insured Retention (SIR) program. However, they are still held to the same standards of the typical insurer and will need to provide the required endorsements.</p> <p>The Developer is required to provide Network Security/Privacy Liability Insurance per Article 11 and Exhibit 6.</p>
9	PA	Article 13 – Indemnification	<p>Would a waiver of consequential damages or cap on any part of the indemnity be acceptable to ADOT?</p>	<p>Section 17.1 provides a waiver of consequential damages. ADOT is not agreeable to a cap on indemnity.</p>

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10	PA	Article 13 – Indemnification	<p>Is there a reason ADOT requires a securities law indemnity provision (part k)? We find this unusual as we do not understand the risk to ADOT. Similarly, is a waiver of worker’s compensation rights required by law? We find this provision unusual.</p> <p>We would like to discuss Parts (c), (d), (j), (k) and 13.1.3 further with ADOT.</p> <p>Would a waiver of consequential damages or cap on any part of the indemnity be acceptable to ADOT?</p>	<p>ADOT is providing oversight of the program, largely to the benefit of the private Developer, and as such should be protected from third-party claims based on its participation alone.</p> <p>By submitting a Proposal, the Proposer is agreeing to execute the form of the Project Agreement, updated only with mutually agreed revisions, which are anticipated to be primarily related to identification of the Developer and project-specific information necessary for the agreement to be in execution form.</p> <p>Section 17.1 provides a waiver of consequential damages. ADOT is not agreeable to a cap on indemnity.</p>
11	PA	Article 13, Item B	Item 13.1.2(b) of Article 13 Indemnity (“ADOT’s breach of any of its obligations under the Contract Documents”) should extend to ADOT’s breach of applicable laws.	This is covered in 13.1.2(c). ADOT is an “Indemnified Party”.

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12	PA	Exhibit 1, Definitions	<p>Books and Records - Part E:</p> <p>There is the potential of the use and/or development of valuable Intellectual Property outside of the scope of this agreement (such as mobile applications, operating software and websites).</p> <p>We request clarification that firms are not vesting intellectual property in ADOT, especially as this technology is not funded under the grant, and all of the sites being developed are on private land. In this scenario, even design drawings lack value for the state.</p> <p>In line with these concerns, we request that Intellectual Property should not be included within Books and Records in such a broad, sweeping manner (e.g., "related" to the Project). We feel it has unintended and awkward consequences in the audit and access provisions in Article 16, especially given that the agreement is otherwise silent on our retention of our Intellectual Property Rights.</p>	ADOT is not asking for a vesting of intellectual property.
13	PA	Exhibit 2, Part A, Table 1	<p>Personnel Position (page 25 of Exhibit 2-2; page 107 in overall document) identifies that the design manager and construction manager must be EVITP certified. The Design Manager would need to be a professional engineer and is generally not also a licensed electrician. Similarly, the construction manager and EVITP certified electrician would generally be different individuals. Is it acceptable to have a Design Manager who is a professional engineer instead of EVITP certified and a separate construction manager and EVITP certified electrician?</p>	<p>The Design Manager does not need to be EVITP certified. See revisions in Addendum #2.</p> <p>The Construction Manager/Electrician can be one or two people, and at least one needs to be EVITP certified. See revisions in Addendum #2.</p>

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14	PA	Exhibit 2, Part B (ADOT Standards and Requirements)	<p>The decommissioning requirements go beyond what some landowners need or want, adding expense. Specifically: why are there requirements to remove underground infrastructure when it might be used by others in the future? Could some of these obligations be removed? Can IT standards be negotiated?</p> <p>Again, the IT standards appear overly broad (and excessive for this transaction. Is something that can be negotiated?</p>	<p>The Decommissioning Activities are only applicable if the Developer is planning on abandoning the site at the end of the O&amp;M period. We will adjust language to allow waivers by the property owner of some provisions. See Addendum #2.</p> <p>During development of the Developer's Cyber Security Plan the Developer will have the opportunity to note any requirements that do not apply to their specific site.</p>
15	PA	Exhibit 6, Insurance, Part G	<p>The Contractor General Liability requires providing coverage for 'independent contractors'. Proposer expects its independent contractors to purchase their own insurance and does not extend its insurance to its own contractors.</p> <p>Proposer takes issue with Part (g) Network Security/Privacy Liability Insurance. Can ADOT provide the rationale for this requirement?</p>	<p>The reference to "independent contractors" in the list of coverages will be removed. See Addendum #2.</p> <p>The Developer is required to provide Network Security/Privacy Liability Insurance per Article 11 and Exhibit 6. This insurance provides cover for the exposures associated with such technology including issues relating to Point of Sale (POS) transactions.</p>
16	PA	Exhibit 8, Form of ADOT License Agreement	<p>We typically have lease or license agreements with sites; in general, locations will not be owned by the Developer or its affiliates. Hence we view the granting of the license to ADOT as problematic (although we can seek access for you under the terms of our agreement with the landowner).</p> <p>We believe Exhibit 8 should be replaced with a general rights of access (with prior notice) and note that these locations, in general, are open to the public.</p>	<p>The form of ADOT License will not be changed. ADOT will address any site-specific situation during the negotiations period.</p>

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17	ITP General	General	<p>Will there be another addendum and will we need to modify the header/footer of our submittal to match the latest addendum?</p> <p>Will there be another opportunity to ask questions?</p> <p>Will there be an extension to the submittal due date based on the additional addendum?</p>	<p>Yes, Addendum #2 will be issued on 4/5 to address changes from this round of questions and to insert the prevailing wage determinations.</p> <p>Proposers do not need to update the footer in their forms to match the final addendum.</p> <p>No further questions will be considered based on the impending due date.</p> <p>The proposal due date will not be extended.</p>
18 (New)	ITP	Form 4	<p>Site Host Coordination, Host Site Affidavit. We are having a difficulty getting a property owner's affidavit as it requires the property owner to find a notary. Is it an automatic disqualification if we only provide the letter of intent?</p>	<p>The Proposer must submit a complete, responsive Proposal. There are numerous online notary services available 24/7 that could notarize the affidavit.</p>